



NOTICE OF COUNCIL MEETING

MONDAY, February 13, 2023

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.

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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 Sunday, February 12, at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunión del lunes.)



City of Aurora, Colorado

MONDAY, February 13, 2023

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

6:00 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, February 13, 2023

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

EXECUTIVE SESSION UPDATE

5. APPROVAL OF MINUTES

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5.a January 30, 2023 Meeting Minutes

6. PROCLAMATIONS OR CEREMONIES
7. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

8. ADOPTION OF THE AGENDA

9. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

9.a Motions

9.a.1	Consideration to AWARD A SOLE SOURCE CONTRACT in the Amount of \$200,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to Provide Medical Health Staffing Services for the Aurora Mobile Response Team	28
	Courtney Tassin, Crisis Intervention Program Manager, Housing and Community Services / Dave Lathers, Senior Assistant City Attorney	
9.a.2	Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the Amount of \$3,691,069.03 for the 2023 Surface Treatment Program. Project No. 5818A (Second Extension Year)	35
	Staff requests a waiver of reconsideration due the length of the project and sensitivity to weather conditions that can cause delays.	
	Lynne Center, Deputy Director of Public Works Operations / Dave Lathers, Senior Assistant City Attorney	
9.a.3	Consideration to EXTEND A SINGLE SOURCE CONTRACT to Quantum Water & Environment, Lakewood, Colorado in the Not-to-Exceed Amount of \$265,549.55 for Continued Highway 30 Landfill Investigation, Monitoring and Reporting Services	47
	Jeffrey Moore, Manager of Oil and Gas / Dave Lathers, Senior Assistant City Attorney	
9.a.4	Consideration to AWARD A COMPETITIVELY BID CONTRACT TO B&M Roofing, Frederick, CO in the Amount of \$2,119,623.00 for the Aurora Municipal Center (AMC) Roof Replacement; Project 5903A	52
	John Perkins, Public Works / Dave Lathers, Senior Assistant City Attorney	
9.b	Planning Matters	
9.c	Appointments to Boards and Commissions	
9.c.1	Consideration to Appoint Two (2) Members to the Human Relations Commission	55
	Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney	

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a Resolutions

10.a.1 Central Colorado Mountains River Basin Weather Modification Program 74

R2023-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST- SHARING AGREEMENT

Abba Ahmed, Water Resources Project Manager, Aurora Water / Ian Best, Assistant City Attorney

10.a.2 Stage 1 – Water Availability 126

R2023-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

Greg Baker, Manager of Public Relations, Aurora Water / Ian Best, Assistant City Attorney

10.a.3 Auto Theft Penalty Enhancement 156

R2023-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ELEMENT OF “VALUE” FOR MOTOR VEHICLE THEFT AND TO INCREASE THE PENALTY FOR COMMITTING MOTOR VEHICLE THEFT AND RELATED OFFENSES

Sponsor: Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, City Attorney

10.a.4 Juvenile Beds Legislation 161

R2023-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ARBITRARY “CAP” ON AVAILABLE “BEDS” IN JUVENILE DETENTION FACILITIES

Sponsor, Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, City Attorney

10.a.5 Painted Prairie BID No.1 Board of Directors Appointments 167

R2023-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 1

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

10.a.6 Painted Prairie BID No.2 Board of Directors Appointments 174

R2023-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 2

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading

11. PUBLIC HEARINGS

Public hearings with or without related ordinances

11.a	Cielo Service Plan 2023	181
	<p>R2023-19 A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR CIELO METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT</p> <p>Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney</p>	
11.b	Harvest Mile Service Plan 2023	232
	<p>R2023-20 A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR HARVEST MILE METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT</p> <p>Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney</p>	
12.	INTRODUCTION OF ORDINANCES	
12.a	Painted Prairie BID No. 1 Petitions for Inclusion and Exclusion of Property	291
	<p>2023-01 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE</p> <p>Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney</p>	
12.b	Painted Prairie BID No. 2 Petitions for Inclusion and Exclusion of Property	328
	<p>2023-02 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO</p> <p>Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney</p>	

12.c Proposed Drought Surcharge Change to Rate

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2023-03 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER

Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a ARPA Nonprofit Grant Agreement – Metro Community Provider Network

391

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

16.b ARPA Nonprofit Grant Agreement – New American College

448

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

16.c ARPA Nonprofit Grant Agreement – Mosaic Unlimited Inc

468

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

17. REPORTS

17.a Mayor

17.b Council

18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, January 30, 2023

1. **RECONVENE REGULAR MEETING OF JANUARY 30, 2023, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for January 30, 2023, at 6:30 p.m.

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

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marciano, 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 and followed by reading the Land Acknowledgement.

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

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, the council discussed potential development as well as security issue concerns.

6. **APPROVAL OF MINUTES**

6.a **January 09, 2023, Meeting Minutes**

Motion by Bergan, second by Sundberg, to approve the minutes of January 9, 2023 as presented.

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

7. **PROCLAMATIONS OR CEREMONIES**

7.a **Animal Services - Animal Showcase**

Anthony Youngblood, Manager of Animal Services

7.b **Black History Month**

Mayor Coffman proclaimed February 2023 as Black History Month.

The theme for February will be Stronger Together through Joy and Laughter: Laughter is good for the soul. There will be an in-person celebration on Friday, February 24th at noon at the Aurora Central Library.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public in-person testimonies on non-agenda-related items.

9. **ADOPTION OF THE AGENDA**

Motion by Sundberg, second by Coombs to adopt the agenda with the appellant presentation.

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

10. **CONSENT CALENDAR - MOTIONS**

Any member of Council may request an item be removed from the Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a **Motions**

10.a.1 **Consideration to Award a SINGLE SOURCE Contract to Carollo Engineering Inc., Broomfield, Colorado in the Amount of \$67,110.00 for Bench-Scale Testing to Evaluate the Efficacy of Ion Exchange-Based Advanced Treatment (XBAT)**

Bobby Oligo, Manager of Water Treatment, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.a.2 **Consideration to Award a CHANGE ORDER TO A COMPETITIVELY BID CONTRACT to American West Construction, LLC, Denver, CO in the Amount of \$1,894,100.00 for the First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A**

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◆ *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.*

Andrea Long, Principal Engineer, Aurora Water / Dave Lathers,
Senior Assistant City Attorney

- 10.a.3 **Consideration to AWARD A CHANGE ORDER TO A COMPETITIVELY BID CONTRACT to Velocity Constructors, Inc., Englewood, Colorado in the Amount of \$239,039.00 for the Quincy Intertie Improvements Project, Project No. 5787A**

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers,
Senior Assistant City Attorney

- 10.a.4 **3M Self Contained Breathing Apparatus**

Consideration to AWARD A SOLE SOURCE CONTRACT to 3M Company (Formally known as Scott Safety), Monroe North Carolina, in the Not-to-exceed Amount of \$65,000.00 for Fit Testing as Required for Self Contained Breathing Apparatus (SCBA) through December 31, 2023.

Renee Pettinato-Mosley, Risk Manager, Human Resources / Dave Lathers, Senior Assistant City Attorney

- 10.a.5 **Furnishings for Multiple Buildings on the SEAM Facility Campus**

Consideration to AWARD A COMPETITIVELY BID CONTRACT to Contract Furnishings INC., Denver, Colorado for the Purchase, Delivery and Installation of Furnishings Required for Multiple Buildings on the SEAM Facility Campus in the Amount of \$3,398,334.51

Staff requests a waiver of reconsideration due to pending price escalations and ongoing supply chain disruptions. It is imperative to place this order as soon as possible to avoid cost escalation and to ensure timely delivery in concert with the construction schedule.

Elly Watson, Manager of Business Services, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.a.6 **Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Stanley Consultants, Inc. Centennial, CO in the Amount of \$32,611.00 to Provide Additional Services for the High Line Canal Trail; Project R-2072**

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

- 10.a.7 **Consideration to AWARD a SINGLE SOURCE CONTRACT to HDR Engineering, Inc., Denver, Colorado in the Amount of**

\$992,062.00 to Provide Phase 2 Construction Management and Design Review Support for the I-70 Picadilly Design-Build Project

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

- 10.a.8 **Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado, in the Not-to-Exceed Amount of \$1,568,720.00 for the Purchase of Two (2) Emergency One (E-One) Typhoon Custom Top Mount Fire Trucks / Pumpers**

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.a.9 **Consideration to AWARD A COMPETITIVELY BID CONTRACT to SpeedPro, Englewood, Colorado in the Amount of \$64,145.00 for Fire and Police Vehicle Decals and Installation Services**

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.a.10 **Consideration to AWARD CHANGE ORDER NO. 1 to Brannan Sand and Gravel Company, Denver, CO in the Amount of \$145,831.00 to Increase the Scope and Add 9 Locations to the 2022 Speed Cushion Installation Services; Project 5901A**

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

- 10.a.11 **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Accurate Legal Support Services, LLC, Littleton, Colorado in the Not-to-Exceed Amount of \$88,200.00 for Subpoena Process Services as Required Through December 31, 2023. (B-4630)**

Julie Heckman, Deputy City Attorney / Dave Lathers, Senior Assistant City Attorney

- 10.a.12 **Consideration to AWARD A SOLE SOURCE CONTRACT to Granicus, Palatine, IL in the Amount of \$620,923.00 for the Amanda Business Workflow Platform**

Due to the ongoing issues with the existing system and the high volume of intake for development community needs, staff requests a waiver of reconsideration to allow for quicker deployment.

Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

10.a.13 **ARPA Nonprofit Grant Agreement - Metro Community Provider Network**

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

CM Coombs asked if the applicant is available to provide answers as to how long the applicants intend to keep the facility open. C. McClelland stated that the Non-**Profit representatives weren't** available for the meeting. CM Coombs stated that there were concerns on the closing of some of the clinics in North Aurora. CM Coombs stated she did not support the item without the information from the representatives.

CM Marcano motioned to continue any items with no representatives from the applicants present to answer questions from Council.

Motion by Marcano, second by Coombs to continue item 10.a.13.

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

Voting Nay: Gardner

10.a.14 **ARPA Nonprofit Grant Agreement – Aurora Public Schools Foundation**

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

10.a.15 **ARPA Nonprofit Grant Agreement - Rocky Mountain Welcome Center**

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

CM Medina disclosed that he sits on the Board of the Rocky Mountain Welcome Center. He recused himself from the voting for transparency and fairness. He discussed that during the last AEDC meeting, six council members were part of that Board. However, none of the six council members stated that they are

on the Board yet. He asked the council members that were part of the Board to be transparent and be consistent with what they say and do.

CM Coombs asked if there was a representative from the organization present to answer questions. No representative from the organization was present at the meeting.

CM Marcano motioned to continue the item to the next general meeting and ensure that the applicants would be present to answer the questions proposed by the Council.

CM Bergan stated that they have gone over the items many times and did not understand why they would continue the item just to hear from the applicant. She explained that the items that she pulled had serious issues with their budgets and the programs they offered. Item 10.a.15 only served nine people with a \$1,100 grant. She stated they would need to scrutinize how they are spending taxpayer dollars. CM Bergan stated she would vote no on CM Marcano's motion.

Mayor Pro Tem Gardner urged his colleagues to not support delaying the items further. He stated that the representatives of the applicants should have been in the meeting as their item was on the agenda. They did not need a handwritten invitation to know that they needed to come when they had something on the agenda. He echoed CM Bergan's concern that there were many issues on the items pulled. He acknowledged the staff for being responsive in terms of providing additional information Council asked for. However, he was not sure if there was any value going back to the taxpayers as some organizations had 70% to 80% of their expenses going to salaries. He stated that even though it was federal money, it was still taxpayer money, and it would be the Council's job to advocate on behalf of the taxpayers. He wanted to make sure that the money would be going where it needs to go, and it would bring value back to the residents.

CM Coombs stated that having a general comment that lumped all organizations together was not reasonable for the opposition.

The opposition would not give each individual organization a fair hearing. She further stated that if Council would not want the **organizations to come and answer the Council's questions**, they should be specific about each item, instead of making generalities across the board.

CM Marcano disagreed with CM Bergan that they already had discussions on the items before. He remembered that before the holiday break, he asked Council to identify the issues they had with each of the items. He was only given two very general statements and a promise that more would be discussed in the future, which they had set up a Study Session meeting for. The staff ran through their processes during the Study Session meeting; however, they did not discuss the merits of the organizations. CM Marcano further stated this warrants more discussions, which is why he wanted the applicants to be present to provide either important context or answers to determine if they were not suitable to be approved.

CM Lawson agreed with some of the council members regarding the issues discussed. She stated that the items discussed a lot about how the organizations were established, but not about the programming. She stated that programming was essential for the organization and that it should benefit the community and the **people that it's supposed to serve**. CM Lawson asked how much on the scorecard was evaluated for programming. C. McClelland stated that they did use the benefits as one of the criteria for the organizations, and that they would need the labor, staff, and salaries to provide the program to the community. She further stated that there were not a lot of deliverables except the **people's time provided** to the program. They did a lot of reviewing of the application as far as what they planned to deliver to the community.

CM Lawson stated that she understood that it would take people to do an establishment of a program; however, it should be in the anticipation of the program that they were going to establish. A lot of the nonprofits had already established programs, but on the applications, she saw nothing but salary and building things that

they would want to do. She expressed her evaluation that the applications submitted had nothing about the programs and how they would help the community.

CM Bergan stated that she would be happy to sit with the nonprofits that she decided not to fund personally after the vote and explain to them why she did not support them. It would be embarrassing to those organizations to announce at the meeting, so she would rather have a private discussion with them.

CM Coombs stated that being public with their justifications should be before the fact, and not after the fact. She expressed her confusion on the programming versus staffing conversation. If the organization would provide service, the staff would be the program cost. She stated that staffing is programming and that she would not tell someone that she would not support him or her for paying their people to do the work in the community. CM Bergan stated that she took that into consideration on each item. She further stated that the considerations on staffing varied depending on the organization.

CM Murillo stated that while working for a nonprofit organization, **it would be a common thing to write into grants. They don't have** a business where they have a specific revenue stream, and they are trying to figure out how to afford their programming based on the availability and stipulations that were put out in each different grant agreement. She added that if the Council decided that they did not want that threshold, they should be more upfront with **that as opposed to deciding that there's an arbitrary threshold** after the process has been ensued. She encouraged the Council **to address a big concern on the front end, as it would feel like it's** at the 11th hour at this point. She would not recommend putting out processes and then changing it in a large swath. She expressed her concern that she does not feel comfortable making **that blanket threshold for these organizations that weren't given** the instructions from the start. There was a reason why they have a standardized criteria and process, and for that to change made her uncomfortable.

Motion by Marcano, second by Coombs to continue item 10.a.15 to the next regular meeting.

Voting Aye: Marcano, Coombs, Murillo

Voting Nay: Mayor Coffman, Bergan, Gardner, Lawson, Zvonek, Sundberg

Abstain: Medina

Motion by Coombs, second by Murillo to approve the ARPA Nonprofit Grant Agreement to Rocky Mountain Welcome Center.

Voting Aye: Marcano, Coombs, Murillo

Voting Nay: Mayor Coffman, Bergan, Gardner, Lawson, Zvonek, Sundberg

10.a.16 **ARPA Nonprofit Grant Agreement - Caring Voices.**

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

CM Marcano moved to approve item 10.a.16. Item 10.a.16 fails for lack of a second.

10.a.17 **ARPA Nonprofit Grant Agreement – Colorado Alliance for Health Equity and Practice**

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

10.a.18 **ARPA Nonprofit Grant Agreement – Mi Casa Resource Center**

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

10.a.19 **ARPA Nonprofit Grant Agreement - RISE Colorado**

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

Motion by Murillo, second by Coombs to approve the item 10.a.19.

Voting Aye: Medina, Marcano, Coombs, Murillo

Voting Nay: Mayor Coffman, Bergan, Gardner, Lawson, Zvonek, Sundberg

10.a.20 **ARPA Nonprofit Grant Agreement - East Colfax Community Collective**

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

Council heard public in-person and call-in testimonies.

CM Coombs asked if there was a presentation from staff or if the applicant was available to answer questions.

CM Marcano stated that in the past, the Council has allowed folks from the audience who have an interest in an item to come up and speak, even though they were not on the agenda and they had not signed up. City Attorney Brotzman stated that this was not a public hearing and they should sign up to speak.

CM Coombs asked if the question could be asked of a person in the audience that would have the answer to their questions. City Attorney Brotzman stated that she should ask her question of staff.

CM Coombs further asked for the breakdown of the salaries of the staff, the number of employees involved in direct programming, and the salary of the executive director. C. McClelland stated that they did not have that available. As part of the grant materials, they asked for the organizational operating budgets, and so the organizations broke down the salaries as they saw fit. Nadine Abraham, Organizing Director at East Colfax Community Collective, stated that they currently have nine paid staff. The operating budget that they provided to the Council was for 2022. Within the nine staff presented, the Executive Director had a salary of \$87,000.

CM Bergan stated that she had the annual budget that had payroll. Payroll taxes were \$558,208.61. Employee benefits were \$34,435.

CM Coombs asked about the deliverables of the program, the expected number of people to serve, and the past performances of the programs that they have implemented. N. Abraham responded.

Discussion on the Bergan Amendment

CM Bergan offered a substitute motion to offer \$150,000 instead of \$337,000. CM Marciano asked for an explanation from CM Bergan for the substitute motion. CM Bergan stated that she would not support the \$337,000 at all based on the budget that she had, as it did not show the number of staff members. She explained that the organization was based in Denver and that some of their initiatives were political in nature. She further explained that they had just funded 10 or 12 of the organizations. Some of the organizations were duplicate services and many duplicate services overlapped.

CM Marciano suggested continuing the items that CM Bergan had issues with. He stated that they were operating under many assumptions based on an incomplete examination of finance. They would be hurting folks who depended on the services. He would be 100% with CM Bergan if there would be no good justifications for the items pointed out. CM Marciano stated that they should be collaborative and be communicative, as the public, colleagues, and the folks applying for the funds deserve that. CM Bergan clarified that she was not in support of continuing the item.

Mayor Pro Tem Gardner expressed his frustration on CM **Marciano's statement. He stated that they have different ways in the decision-making process. He supported CM Bergan's amendment. He had concerns on the activities that** this organization does since they were based in Denver and Denver is a county with different functions from Aurora City. He pointed out that the proposed \$314,000 was the highest award of any organization on the list. He further stated that

CM Bergan's amendment was an appropriate compromise and he would vote no on the original amendment.

CM Murillo stated that she fully supported the original amount. She wanted to see the organization continue their work and apply for more funding in the future. She disagreed with the reduction number, but she would support something over nothing.

Substitute motion by Bergan, second by Gardner to amend the item amount to \$150,000.

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

Voting Nay: Mayor Coffman, Lawson

Motion by Murillo, second by Marcano to adopt the item 10.a.20, as amended.

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

10.a.21 **ARPA Nonprofit Grant Agreement – Rocky Mountain Youth Medical and Nursing Consultants**

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

10.a.22 **ARPA Nonprofit Grant Agreement – A Little Help**

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

10.a.23 **ARPA Nonprofit Grant Agreement - New American College.**

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

Motion by Marcano, second by Coombs to approve item 10.a.23.

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

Voting Nay: Mayor Coffman, Bergan, Lawson, Zvonek, Sundberg

10.a.24 **ARPA Nonprofit Grant Agreement – Brothers
Redevelopment Inc.**

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

10.a.25 **ARPA Nonprofit Grant Agreement - Mosaic Unlimited
Inc.**

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

Motion by Murillo, second by Medina to approve the item 10.a.25.

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

Voting Nay: Mayor Coffman, Bergan, Lawson, Zvonek, Sundberg

10.a.26 **ARPA Nonprofit Grant Agreement – Tigray Ethiopian
Community Association in Colorado**

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

10.a.27 **ARPA Nonprofit Grant Agreement – African Chamber
of Commerce Colorado USA**

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

10.a.28 **ARPA Nonprofit Grant Agreement – Aurora Community
Connection**

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

10.a.29 **ARPA Nonprofit Grant Agreement - You by You Early
Learning**

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

Motion by Medina, second by Marcano to approve the item 10.a.29.

Voting Aye: Medina, Marcano, Coombs, Murillo

Voting Nay: Mayor Coffman, Bergan, Gardner, Lawson, Sundberg,
Zvonek

10.a.30 **ARPA Nonprofit Grant Agreement – Boys Hope Girls
Hope of Colorado**

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

10.a.31 **ARPA Nonprofit Grant Agreement - Aurora Interchurch
Task Force Inc.**

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

Item fails for lack of motion.

10.a.32 **ARPA Nonprofit Grant Agreement – DAWN**

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

10.a.33 **ARPA Nonprofit Grant Agreement – Community
Enterprise Development Services**

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

10.a.34 **ARPA Nonprofit Grant Agreement – Downtown Aurora
Visual Arts**

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

10.a.35 **ARPA Nonprofit Grant Agreement - Issues of Life
Church Ministries Aurora.**

Item fails for lack of motion.

10.b **Planning Matters**

10.c **Appointments to Boards and Commissions**

10.c.1 **Consideration to Appoint One (1) Member to the Human Relations Commission**

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

10.c.2 **Consideration to Reappoint One (1) Member to the Civil Service Commission**

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

CM Bergan thanked the nonprofit applicants for the operating budgets. She expressed her concerns for the operating budgets of the organizations. Most of the budgets had at least 50% of their requests going towards personnel salaries and benefits, and not towards the programs. She stated that she wanted to make sure that they would fund the right organizations that are doing good work. Most of the money would go towards the rent, water, utilities, car, truck maintenance, gasoline, salaries, which was about 60% or 70% of the entire budget. She stated an example of a request by someone who said they were paying rent, and yet his or her mother owned the house. The example explained that the Council would be giving money for an upgrade of the house and would increase the equity of it. They could turn around tomorrow and sell it and they would have made money off taxpayers. CM Bergan urged her colleagues to vote no on the items pulled for now and have the items reconsidered later with more due diligence.

Motion by Bergan, second by Gardner to approve the Consent Calendar – Motions with items 10.a.13, 10.a.15, 10.a.16, 10.a.19, 10.a.20, 10.a.23, 10.a.25, 10.a.29, 10.a.31, 10.a.35 removed.

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

11. **CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES**

Any member of Council may request an item be removed from the Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a **Resolutions**

15

◆ ***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.***

11.a.1 Support of State Bill to Protect Juvenile Names

R2023-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO LIMIT THE DISCLOSURE OF ALL NAMES OF JUVENILES IN CRIMINAL JUSTICE RECORDS RELEASED TO THE PUBLIC

Sponsor: Mike Coffman, Mayor

Peter Schulte, Public Safety Client Group Manager, City Attorney / Megan Platt, Assistant City Attorney

Outside speaker: Rhonda Fields, State Senator

Council heard public in-person testimony.

Mayor Coffman asked if the resolution applied to juvenile defendants. P. Schulte responded.

11.a.2 Initiative 108 – Make Colorado More Affordable

R2023-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE CITY'S INTENTION TO COMMIT TO THE LOCAL JURISDICTIONAL REQUIREMENTS UNDER COLORADO STATE INITIATIVE 2021-2022 NUMBER 108

Sponsor: Mike Coffman, Mayor

Alicia Montoya, Housing and Community Development Manager / Dan Money, Assistant City Attorney / Tim Joyce, Assistant City Attorney

11.a.3 Fund Colorado Legal Services' Landlord / Tenant Legal Services Program

R2023-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO LEGAL SERVICES, THE CITIES OF AURORA, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY, WESTMINSTER, AND NORTHGLENN, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING CONTRIBUTIONS TOWARD A LANDLORD / TENANT LEGAL SERVICES PROGRAM

Emma Knight, Manager of Homelessness Program / Tim Joyce, Assistant City Attorney

11.a.4 Preparation of an Environmental Impact Statement for the Wild Horse Reservoir Project

R2023-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT FOR THE PURPOSE OF PREPARING AN ENVIRONMENTAL IMPACT STATEMENT FOR THE WILD HORSE RESERVOIR PROJECT

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 Colorado Freedom Memorial Visitor & Education Center

R2023-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE COLORADO FREEDOM MEMORIAL FOUNDATION GOALS AND THE CONSTRUCTION OF THE COLORADO FREEDOM MEMORIAL VISITOR AND EDUCATION CENTER IN SPRINGHILL COMMUNITY PARK

Sponsor: Dustin Zvonek, Council Member / Danielle Jurinsky, Council Member

Curt Bish, Planning Supervisor of Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

Outside speaker: Rick Crandall, Executive Director Colorado Freedom Memorial Foundation

11.a.6 Rules of Order and Procedure: Public Input at City Council Meetings

R2023-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO MODIFY THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING PUBLIC INPUT AT CITY COUNCIL MEETINGS

Sponsor: Juan Marciano, Council Member

Dan Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

Council heard public in-person and in-call testimony.

CM Marciano agreed to the public testimony that the current process is convoluted. He disagreed with the time limit that was changed by the current Council early on. He stated that the public invited to be heard at the end of the meeting was useful before he was on Council because there would be things that would happen

during the meeting that they might want to give feedback on, but they wouldn't be able to give feedback until two weeks later.

Motion by Gardner, second by Marcano to approve items 11.a.1 through 11.a.6 with item 11.a.7 removed.

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

11.a.7 Rules of Order and Procedure: Motions To End Debate

R2023-12 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 MOTIONS TO END DEBATE

Sponsor: Curtis Gardner, Council Member

Dan Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

CM Marcano stated that he wished they had a Council where this resolution was not even necessary to contemplate. However, he further stated that this rule has been abused in the past. CM Marcano supported moving the resolution forward.

Motion by Marcano, second by Medina to support Resolution 2023-12 amending the motion to end debates.

Voting Aye: Medina, Marcano, Murillo

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

12. **PUBLIC HEARINGS**

Public hearings with or without related ordinances

None.

13. **INTRODUCTION OF ORDINANCES**

None.

14. **FINALIZING OF ORDINANCES**

Ordinances not approved unanimously at first reading.

15. **ANNEXATIONS**

16. **RECONSIDERATIONS AND CALL UPS**

17. **GENERAL BUSINESS**

17.a. **Approval of the City Manager's Appointment of Alec Oughton
as Fire Chief**

Jim Twombly, City Manager / Ryan Lantz, Director of Human Resources / Jason Batchelor, Deputy City Manager

Jim Twombly, City Manager, provided a summary of the item.

Mayor Pro Tem Gardner thanked the city manager, members of the community, other executive staff, and all those that were involved in the process of selecting a Fire Chief. He thanked Interim Chief, Allen Robnett, for his decades of service to the city and as well as for stepping in on an interim basis to lead the department during the transition. He stated that he was excited to have Chief Oughton come to Aurora.

Motion by Gardner, second by Sundberg to support **the City Manager's appointment** of Alec Oughton as Fire Chief.

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

18. **REPORTS**

18.a. **Mayor**

None.

18.b. **Council**

CM Lawson informed that the Congress has completed Committee assignments, hence, Council will soon know the day when appropriation requests will be due for FY24. Senate Bill 03, the Colorado Adult High School Program Bill, has advanced through Committee with testimony from the city of Aurora. The city **took a supportive position on this legislation. Senator Field's Bill for the deletion** of children's names from criminal records has been released as Senate Bill 2375. February is Black History Month and Aurora TV will be having a special called "Celebrating Black History through the Arts." The show will start on February 1st on Comcast 880 and auroratv.org.

CM Murillo informed that her next Town Hall will be on February 23rd at the MLK Library. She highlighted that she would use the topics discussed in the previous week's agenda setting. She expressed her excitement to be participating in the City of Aurora Point-in-Time Count. She added that she would be looking forward to volunteering with other Council Members and residents who have volunteered in this opportunity.

CM Sundberg informed that he attended the Force Review Board of the Police Department. He encouraged the Council to attend to see the continuous improvement in policies and techniques. He stated that the Town Hall was a success as he got to learn about the direction of Aurora public schools as well as the school resource officer program. He encouraged everyone to attend a Wellness Court Graduation, which occurs every three months.

CM Medina informed that his next Town Hall will be on February 1st, 6:30 p.m. to 8:00 p.m., at the Active Adult Center. He stated that he will be joining CM Murillo tomorrow morning at 5 a.m. to do the Point-in-Time Count.

CM Marcano informed the next Ward IV meeting will be on Thursday, February 9th, 6:30 p.m., at Colorado Early Colleges, 1400 South Abilene. They will be continuing their conversations with Dr. Anne Keke. They will have a presentation from Greg Hayes, Budget Manager, about the **City's financial** outlay, deferred maintenance, and capital improvement backlog. He encouraged everyone to attend the meeting.

CM Coombs informed her next Town Hall meeting will be on February 21st at the Central Rec Center at 6 p.m. She will have her quarterly Saturday Town Hall meeting on February 25th at Mission Viejo Library at 10:30 a.m. She stated she will be putting out topics for the remaining town halls coming up. She also stated they had their first Mile High Behavioral Health Care board meeting last Tuesday at the Montview facility, which will be the location for Colfax Community Network and the Child and Adolescent Mental Health Services within Aurora City. Mile High has been activated for cold weather, providing emergency shelter services to residents and to people experiencing homelessness in the community.

CM Bergan informed that the Southeast Recreation Center grand opening was held last Tuesday. She stated that the center will serve primarily the residents

in Southeast Aurora and Murphy Creek. She expressed her gratitude to those who supported the funding of the center back in the Fall of 2018. She thanked the PROS and Public Works departments for the tremendous amount of hours they put into making the project happen. She thanked Saunders Construction, the design team at Populus, Roberta Bloom, Art in Public Places Committee, artist Adam Buente, and the community for the success of the project. She announced her Town Hall will be on February 2nd, 6 to 8 p.m., at the Public Safety Training Center in Quincy. Mineral leasing and the cap at Lowry Ranch will be discussed at the meeting. She encouraged everyone to tune in on the February 6th Study Session.

Council Members Gardner and Zvonek did not have reports.

19. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT in the Amount of \$200,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to Provide Medical Health Staffing Services for the Aurora Mobile Response Team.

Item Initiator: Courtney Tassin, Crisis Intervention Program Manager, Housing and Community Services

Staff Source/Legal Source: Courtney Tassin, Crisis Intervention Program Manager/ Dave Lathers, Senior 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: N/A

Regular Meeting: 2/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Courtney Tassin, Crisis Intervention Program Manager, Housing and Community Services / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 3/3/2022

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 award of a SOLE SOURCE contract in the amount of \$45,000.00 to Falck Rocky Mountain, Aurora, Colorado for the Mental Health Staffing Program, was reported on the Weekly Report to Council, dated January 19, 2021.

The award of a SOLE SOURCE contract in the amount of \$150,000.00 to Falck Rocky Mountain, Aurora, Colorado for the Mental Health Staffing Program (Aurora Mobile Response Team), was approved by City Council, June 6, 2022, Agenda Item 10e.

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

In the 2021 budget, a pilot program was approved to create a mobile response team where a licensed mental health professional and paramedic respond to low risk, low acuity situations where law enforcement is not required. A city of Aurora cross-departmental team along with Aurora Mental Health and Falck Rocky Mountain collaborated to design the program, create policies and recruit the members of the team during the first half of 2021.

The Aurora Mobile Response Team has filed a spring supplemental to continue reimbursing our partnership agencies **for their services provided. An additional allocation of funds to each agency's contract is requested to sustain the team at its current staffing level through 2022.**

Falck Rocky Mountain- encompasses personnel services, van maintenance and upkeep, fuel costs
\$60/hr x 2

Total=\$249,000

Rollover funds are being leveraged to fulfill the remainder of the cost (\$49,000.00)

Pricing is consistent with the previous award and is therefore considered to be fair and reasonable.

This is a sole source contract as AMRT staff (paramedic/EMT) is already employed by this agency to utilize their services to support operations for the AMRT for the remainder of 2022. Falck Rocky Mountain is currently the 911 ambulance contract for the City of Aurora and supplies the van that AMRT currently operates out of, the paramedic, and any medical supplies needed to stock the van. Falck has created an FTE for this role, to allow the program to remain unaffected by staffing challenges within the agency.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

64541- Aurora Mobile Response Team, Housing and Community Services
62200- Professional Services: \$510,000.00 (combined budget to contract with Falck and UCHealth to fully staff program.

The AMRT responds to 911 and non-emergency line calls in lieu of police officers, allowing a reallocation of officer services to life-saving or criminal calls for service. Showing a cost savings of \$23,294.57 during the first year of operations alone. This number continues to increase with every call that the AMRT responds to.

The allocation of additional funds to these organizations would cost the City of Aurora \$200,000, funds being allocated toward the services of Falck Rocky Mountain for personnel costs of two paramedics/EMTs, fuel, and van maintenance and upkeep.

(Org code 64541).

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the AWARD A SOLE SOURCE CONTRACT in the amount of \$200,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to provide medical health staffing services?

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)

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
FALCK ROCKY MOUNTAIN AURORA, CO Dept: City Manager's Office	<p>Award a sole source contract for the Mental Health Staffing Program Agreement.</p> <p>The City of Aurora (the "City") and Falck Rocky Mountain, Inc. ("Falck") desire to work together on a pilot program to handle behavioral health calls through the City's 911 system (the "Program"). The Program shall consist of five (5) eight (8)-hour shifts per week, the scheduling of which shall be mutually acceptable to the City and Falck and shall not result in overtime pay for any participants.</p> <p><i>Purchases where one firm, and only one firm is known to be capable of providing items and/or services are authorized to be awarded through noncompetitive negotiations. 2-674-10</i></p>	\$45,000.00	N/A

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.b. **Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$959,202.00 for Work Package NO. 4 of the Rampart Pipeline Sliplining Program Phase 2 – Steel Pipe Procurement Project, Project No. R-5829A.**

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.c. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Velocity Constructors, Inc., Englewood, Colorado in the amount of \$2,187,011.00 for construction of the 2022 PRV Vault Improvement Project, Project No. 5875A.**

Dean Bedford, Principal Engineer, Aurora Water / Dave Lather, Senior Assistant City Attorney

- 10.d. **The award of and OPENLY SOLICITED contract to HDR Engineering, Inc., Denver, Colorado in the amount of \$793,628.00 for providing engineering and construction services for the Senac Creek Interceptor Project.**

Andrea Long, Senior Engineer, Aurora Water / David Lathers, Senior Assistant City Attorney

- 10.e. **Consideration to AWARD A SOLE SOURCE CONTRACT in the amount of \$150,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to provide medical health staffing services.**

Courtney Tassin, Mental Health Program Manager / Dave Lathers, Senior Assistant City Attorney

Courtney Tassin, Mental Health Program Manager, provided a summary of the item.

CM Coombs asked if the response team's servicing is being affected. Courtney Tassin explained that they hire individuals specifically for the mobile response team. She added that they have three backup paramedics that have been responding with the mobile response team.

Motion by Bergan, second by Marcano to approve the consent calendar item 10e.

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

- 10.f. **Consideration to AWARD A SOLE SOURCE CONTRACT in the amount of \$80,000.00 to Aurora Mental Health Center, Aurora, Colorado for the 911 Mobile Crisis Response Program.**



CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT in the amount of \$200,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to provide medical health staffing services for the Aurora Mobile Response Team.

Staff contact: Courtney Tassin, Crisis Intervention Program Manager, Housing and Community Services

Staff Source/Legal Source: Courtney Tassin, Crisis Intervention Program Manager/ Dave Lathers, Senior Assistant City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

Aurora Mobile Response Team- Allocated budget of \$510,000 for professional services to contract with Falck Rocky Mountain and UCHealth to operate the AMRT. Departments affected: Housing and Community Services, Aurora Police Department. Request is to continue operations for a council approved program. Performance measures of the program include: number of clients served, dollars of cost reallocation through AMRT putting officers back into service, and number of individuals diverted away from jail and emergency rooms.

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

64541- Aurora Mobile Response Team, Housing and Community Services
62200- Professional Services: \$510,000.00 (combined budget to contract with Falck and UCHealth to fully staff program.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the Amount of \$3,691,069.03 for the 2023 Surface Treatment Program. Project No. 5818A (Second Extension Year)

Item Initiator: Jeff Lehmann, Sr. Procurement Agent

Staff Source/Legal Source: Lynne Center, Deputy Director of Public Works Operations / 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: 2/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Staff requests a waiver of reconsideration due the length of the project and sensitivity to weather conditions that can cause delays.

Lynne Center, Deputy Director of Public Works Operations / 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 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 |
| <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.)

City Council approved the previous award to A-1 Chipseal in the amount of \$3,996,889.82 for the 2022 Surface Treatment Program on April 11, 2022, Agenda Item #10.e.

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

This program will place asphalt emulsion treatments on public streets at various locations throughout the city (location map attached). These treatments are highly effective in extending the life of pavements by protecting the surface from environmental factors such as water intrusion and sun damage.

Surface treatments have been identified as one of the most cost-effective tools in pavement maintenance for low volume streets. The surface treatment process provides a thin asphalt emulsion coating, which seals the asphaltic surface from unwanted moisture, delays further oxidation to the pavement structure, and extends the life of the underlying asphaltic pavement.

A-1 has proposed pricing for the second and final extension year with an increase of 9.19% over 2022 project pricing. Although the Municipal Cost Index (MCI) is up 6.69% year-to-year ending December 2022, staff has confirmed that **A-1's pricing would be the same they would charge any other municipality/state agency for the same scope of work.** Therefore, the extension pricing is considered to be fair and reasonable.

City Council approval is required for all procurements greater than \$2,000,000.00.

Based on the above, staff recommends proceeding with the extension of a competitively bid contract to A-1 Chipseal, Co., Denver, Colorado in the amount of \$3,691,069.03 for the 2023 Surface Treatment Program.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Org 49661 ACLC 2022 Road Improvements / Acct CIP Construction Costs \$2,098,489.00
Org 48002 StrMntc & Recons(Contract)TMF / Acct CIP Construction Costs \$1,592,580.03
\$3,691,069.03

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the extension of a competitively bid contract to A-1 Chipseal, Co., Denver, Colorado in the amount of \$3,691,069.03 for the 2023 Surface Treatment Program?

LEGAL COMMENTS

Every procurement of \$2,000,000.00 or more requires the approval of City Council. Section 2-672(5) of the City Code. (Lathers)

Consultants, Inc., Denver, Colorado in the amount not-to-exceed \$1,000,000.00 for Construction Management/Construction Inspection Services and Materials Testing for the period through April 30, 2023, RFP R-2022

A Waiver of Reconsideration is being requested, to expedite approval so a new Purchase Order can be issued to Ground Engineering prior to May 1, 2022 so that inspection services can continue uninterrupted on Street Division - Capital Improvement Projects.

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

- 10.d. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Brannan Sand and Gravel Company, Denver, Colorado in the amount of \$17,220,229.01 for the 2022 Overlay Program, Project #5872A (Original Bid #5771A)**

Staff requests a waiver of reconsideration due to the length of the project and sensitivity to weather conditions that can cause delays.

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

- 10.e. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the amount of \$3,996,889.82 for the 2022 Surface Treatment Program, Project No. 5818A (First Year Extension)**

Staff requests waiver of reconsideration due to the length of project and sensitivity to weather conditions that can cause delays.

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

- 10.f. **Consideration to AWARD A SOLE SOURCE CONTRACT to Infor Public Sector, Inc., Alpharetta, Georgia in the amount of \$212,132.87 for the annual subscription/maintenance of Asset Management software for Water and Public Works through April 2023**

Staff requests a waiver of reconsideration as the renewal is due on April 12th.

Scott Newman, Chief Information Officer, IT / Dave Lathers, Senior Assistant City Attorney

CM Jurinsky stated that items from the consent calendar from today's council meeting and previous council meetings with large contracts are for companies outside of Aurora. She expressed concern that there are no contracts awarded to Aurora businesses. CM Marcano stated that there are no companies large enough or with the qualifications in the city to award contracts locally. He stated he wants to see that change and they have an opportunity for local economic development.

Motion by Marcano, second by Lawson to approve the consent calendar with waivers of reconsideration for items 10d, 10e and 10f.

Voting Aye: Mayor Coffman, 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.

11. **RESOLUTIONS**

11.a. **FEMA IPAWS Memorandum of Agreement**

R2022-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITHIN THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR AURORA'S PARTICIPATION IN AND ACCESS TO THE INTEGRATED PUBLIC ALERT AND WARNING SYSTEM

Scott Newman, Chief Information Officer / Kim Skaggs, Assistant City Attorney

11.b. **IGA with CDOT for Revitalizing Main Street NW Aurora Grant**

R2022-72 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 THE NW AURORA INTERSECTION PEDESTRIAN SAFETY ENHANCEMENTS PROJECT (DESIGN & CONSTRUCTION)

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

11.c. **CDOT for Funding of the Parker / Quincy / Smoky Hill Intersection Project**

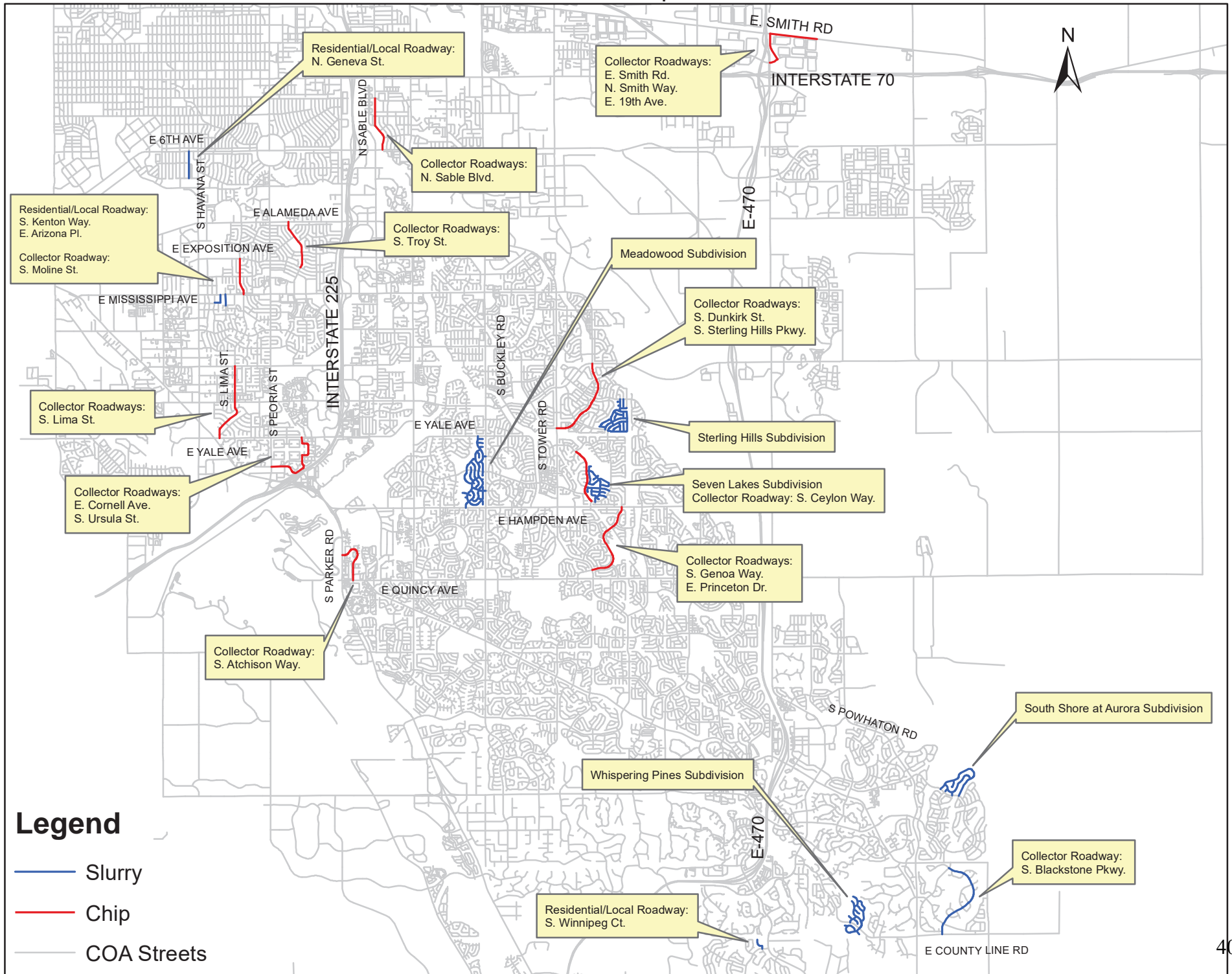
R2022-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE PARKER/QUINCY/SMOKY HILL INTERSECTION IMPROVEMENT PROJECT

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

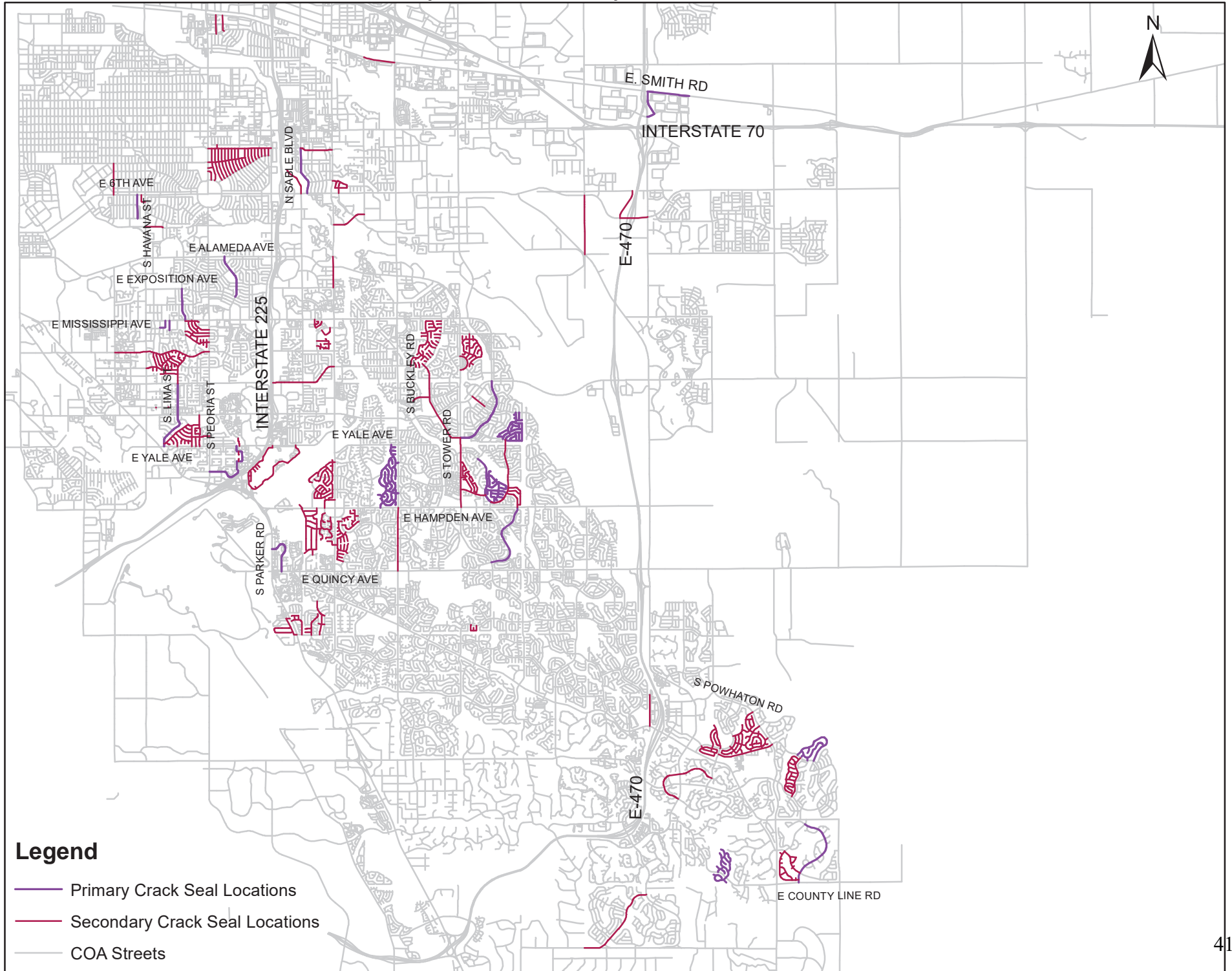
Matt Kozakowski, Transportation Project Delivery Manager of the Public Works Department, provided a summary of the item.

CM Lawson stated that it is a good design, and it is needed. She asked about the plan for proactive messaging for the people living in the area and what the interruptions will be. M. Kozakowski explained that they require the contractor to have a public information officer that will establish an informational website and mailing list and will work with city communication staff to get information across the

2023 Surface Treatment Program Project Main Map



2023 Surface Treatment Program Project Primary and Secondary Crack Seal Locations



COLLECTOR STREET LOCATIONS (CHIP)				
ST		FOR CHIP SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
CHIP	1	N Sable Blvd	E 6th Ave	E 13th Ave
CHIP	2	S Sterling Hills Pkwy	S Tower Rd	E Wesley Dr
CHIP	2	S Dunkirk St	E Wesley Dr	E Jewell Ave / E Iliff Ave
CHIP	2	N Smith Way	E Smith Rd	E 19th Ave
CHIP	2	E 19th Ave	E-470	N Smith Way
CHIP	2	E Smith Rd	N Smith Way	East Deadend
CHIP	3	S Troy St	E Exposition Ave	E Alameda Ave
CHIP	3	S Moline St	E Mississippi Ave	E Exposition Ave
CHIP	4	S Lima St	E Yale Ave	E Iliff Ave
CHIP	4	S Lima St	E Iliff Ave	E Jewell Ave
CHIP	4	E Cornell Ave	S Peoria St	E Bethany Pl
CHIP	4	S Ursula St	E Bethany Pl	E Yale Ave
CHIP	5	S Ceylon Way	E Bates Ave / E Amherst Ave	S Ceylon St / S Flanders St
CHIP	5	S Atchison Way	E Quincy Ave	S Parker Rd
CHIP	6	E Princeton Dr	S Reservoir Rd	S Genoa St
CHIP	6	S Genoa Way	S Genoa St	E Hampden Ave
COLLECTOR AURORA STREET LOCATIONS (SLURRY)				
ST		FOR CHIP SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	6	S Blackstone Pkwy	S Country Club Pkwy	E County Line Rd
LOCAL/RESIDENTIAL AURORA STREET LOCATIONS (SLURRY)				
ST		FOR CHIP SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	6	S Winnipeg Ct	E Inspiration Lane	CDS N
SLURRY	3	N. Geneva St.	E. 6th Ave.	E. 3rd Ave.
SLURRY	4	S. Kenton Way.	E. Mississippi Ave.	E. Arizona Pl.
SLURRY	4	E. Arizona Pl.	S. Kenton Way.	S. Joliet St.
SLURRY	4	S. Kingston Ct.	E. Mississippi Ave.	S. Kingston Ct.

		WHISPERING PINES SUBDIVISION FLG NO 2 & 3 LOCATIONS (SLURRY)		
ST		FOR SLURRY SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	6	E. Phillips Dr.	E. Alder Dr.	E. Phillips Pl.
SLURRY	6	E. Phillips Pl.	E. Phillips Dr. / E. Alder Dr.	Cul-de-Sac West
SLURRY	6	E. Alder Dr.	E. Phillips Dr.	S. Sampson Gulch Way.
SLURRY	6	S. Jackson Gap Ct.	E. Alder Dr.	Cul-de-Sac SE
SLURRY	6	S. Jackson Gap St.	S. Sampson Gulch Way.	Cul-de-Sac NW
SLURRY	6	E. Clifton Dr.	S. Jackson Gap St.	S. Sampson Gulch Way.
SLURRY	6	S. Irvington Ct.	E. Clifton Dr.	Cul-de-Sac NW
SLURRY	6	S. Ider Ct.	E. Clifton Dr.	Cul-de-Sac SE
SLURRY	6	E. Nova Pl.	S. Jackson Gap St.	Cul-de-Sac SE
SLURRY	6	S. Jamestown Ct.	S. Jackson Gap St.	Cul-de-Sac NW
SLURRY	6	S. Kewaunee St.	S. Jackson Gap St.	S. Jamestown Ct.
SLURRY	6	S. Kewaunee Way.	S. Kewaunee St.	S. Jamestown Ct.
SLURRY	6			
SLURRY				
		SOUTHSHORE at AURORA SUBDIVISION FLG NO 8 to 10 LOCATIONS (SLURRY)		
ST		FOR SLURRY SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	6	E. Ottawa Dr.	E. Southshore Pkwy.	E. Euclid Dr.
SLURRY	6	E. Euclid Dr.	E. Lakeview Dr.	E. Lakeview Dr.
SLURRY	6	E. Arapahoe Pl.	E. Euclid Dr.	Cul-de-Sac SW
SLURRY	6	E. Ottawa Dr.	E. Euclid Dr.	E. Southshore Pkwy.
SLURRY	6	E. Lakeview Pl.	E. Lakeview Dr.	E. Lakeview Dr.
SLURRY	6			
SLURRY				

		SEVEN LAKES SUBDIVISION FLG NO 5 & 6 LOCATIONS (SLURRY)		
ST		FOR SLURRY SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	5	S. Ensenada Way.	S. Flanders St.	S. Ceylon Way.
SLURRY	5	S. Ensenada Way.	3349 S. Ensenada Way.	3399 S Ensenada Way.
SLURRY	5	S. Dunkirk Way.	3346 S. Dunkirk Way.	3355 S. Dunkirk Way.
SLURRY	5	S. Dunkirk Way.	E. Floyd Ave.	S. Ensenada Way.
SLURRY	5	S Dunkirk Way.	3319 S. Dunkirk Way.	3329 S. Dunkirk Way.
SLURRY	5	E. Girton Pl.	S. Ensenada Way.	S. Flanders St.
SLURRY	5	E. Girton Pl.	19512 E. Girton Pl.	19572 E. Girton Pl.
SLURRY	5	E. Greenwood Pl.	S. Dunkirk Way.	S. Ensenada Way.
SLURRY	5	E. Greenwood Pl.	S. Ensenada Way.	Cul-de-Sac East
SLURRY	5	E. Floyd Ave.	S. Ceylon Way.	S. Ensenada Way.
SLURRY	5	E. Floyd Ave.	S. Ensenada Way.	S. Flanders St.
SLURRY	5	S. Danube St.	E. Floyd Ave.	Cul-de-Sac South
SLURRY	5	S. Espana Cir.	S. Ensenada Way.	S. Ensenada Way.
SLURRY	5	S. Espana Cir.	3231 S. Espana Cir.	3239 S. Espana Cir.
SLURRY	5	E. Eldorado Dr.	S. Ensenada Way.	S. Ceylon Way.
SLURRY	5	E. Eldorado Dr.	19302 E. Eldorado Dr.	19362 E. Eldorado Dr.
SLURRY	5	S. Danube St.	E. Eldorado Dr.	S. Ensenada Way.
SLURRY	5	S. Danube St.	S. Ensenada Way.	Cul-de-Sac NE.
SLURRY	5	E. Eastman Pl.	S. Ensenada Way.	Cul-de-Sac SW.
SLURRY	5	E. Eastman Pl.	S. Ensenada Way.	Cul-de-Sac NE.
SLURRY	5	S. Ensenada Way.	3165 S. Ensenada Way.	3185 S. Ensenada Way.
SLURRY	5			
SLURRY				

		STERLING HILLS SUBDIVISION FLG NO 2 & 8 LOCATIONS (SLURRY)		
ST		FOR SLURRY SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	2	E. Villanova Pl.	S. Flanders St.	S. Halifax Ct.
SLURRY	2	E. Villanova Dr.	E. Villanova Pl.	S. Gibraltar St.
SLURRY	2	S. Gibraltar St.	E. Villanova Pl.	E. Vassar Ave.
SLURRY	2	S. Halifax St.	E. Villanova Pl.	E. Vassar Ave.
SLURRY	2	S. Halifax Ct.	E. Villanova Pl.	E. Dickenson Pl.
SLURRY	2	E. Vassar Ave.	E. Villanova Pl.	S. Halifax Ct.
SLURRY	2	S. Genoa St.	E. Vassar Ave.	S. Genoa Way.
SLURRY	2	E. Dickenson Pl.	S. Genoa Way.	S. Halifax Ct.
SLURRY	2	E. Lasalle Dr.	E. Villanova Pl.	S. Genoa St.
SLURRY	2	E. Lasalle Dr.	S. Genoa St.	S. Halifax Ct.
SLURRY	2	E. Vassar Dr.	E. Lasalle Dr.	Cul-de-Sac West
SLURRY	2	E. Harvard Dr.	S. Genoa St.	E. Vassar Dr.
SLURRY	2	S. Genoa Ct.	E. Lasalle Dr.	E. Harvard Ave.
SLURRY	2	S. Halifax St.	E. Lasalle Dr.	E. Dickenson Pl.
SLURRY	2	E. Harvard Ave.	S. Genoa St.	S. Halifax St.
SLURRY	2	S. Genoa Way.	S. Genoa St./E. Dickenson Pl.	E. Wesley Dr.
SLURRY	2	E. Baker Pl.	S. Genoa Way.	Cul-de-Sac West
SLURRY	2	E. Wesley Pl.	S. Genoa Way.	Cul-de-Sac West
SLURRY	2	S. Halifax Way.	S. Genoa Way.	2458 S. Halifax Way.
SLURRY	2	S. Gibraltar Way.	S. Halifax Way.	E. Wesley Dr.
SLURRY	2			
SLURRY				

		MEADOWOOD SUBDIVISION FLG NO 3 LOCATIONS (SLURRY)		
ST		FOR SLURRY SEAL		
TYPE	WARD:	STREET:	FROM:	TO:
SLURRY	5	S. Ouray Way.	E. Yale Ave.	S. Olathe Way.
SLURRY	5	E. Linvale Pl.	S. Ouray Way.	CDS E.
SLURRY	5	E. Amherst Ave.	S. Ouray Way.	CDS E.
SLURRY	5	E. Brown Pl.	S. Ouray Way.	CDS E.
SLURRY	5	S. Ouray Way.	2844 S. Ouray Way.	2864 S. Ouray Way.
SLURRY	5	E. Bates Ave.	S. Ouray Way.	S. Buckley Rd.
SLURRY	5	S. Ouray St.	S. Ouray Way.	E. Dartmouth Ave.
SLURRY	5	S. Olathe Way.	S. Ouray Way.	E. Dartmouth Ave.
SLURRY	5	S. Olathe Ct.	S. Olathe Way.	Cul-de-Sac South
SLURRY	5	S. Mobile Way.	S. Olathe Way.	E. Dartmouth Ave.
SLURRY	5	S. Nucla St.	S. Mobile Way.	E. Dartmouth Ave.
SLURRY	5	S. Norfolk St.	E. Dartmouth Ave.	Cul-de-Sac North.
SLURRY	5	S. Ouray St.	E. Dartmouth Ave.	Cul-de-Sac South.
SLURRY	5	S. Olathe Way.	E. Dartmouth Ave.	E. Floyd Ave.
SLURRY	5	S. Olathe Way.	3166 S. Olathe Way.	3196 S. Olathe Way.
SLURRY	5	S. Olathe Way.	E. Floyd Ave.	S. Nucla Way.
SLURRY	5	E. Girard Ave.	S. Olathe Way.	S. Ouray St.
SLURRY	5	E. Girard Ave.	S. Ouray St.	Cul-de-Sac South.
SLURRY	5	S. Norfolk Way.	S. Olathe Way.	S. Nucla Way.
SLURRY	5	S. Norfolk Way.	3222 S. Norfolk Way.	3272 S. Norfolk Way.
SLURRY	5	S. Norfolk Way.	3417 S. Norfolk Way.	3457 S. Norfolk Way.
SLURRY	5	S. Nucla St.	E. Dartmouth Ave.	S. Norfolk Way.
SLURRY	5	S. Nucla St.	S. Norfolk Way.	E. Floyd Ave.
SLURRY	5	S. Norfolk St.	E. Dartmouth Ave.	S. Norfolk Way.
SLURRY	5	S. Norfolk St.	3141 S. Norfolk St.	3161 S. Norfolk St.
SLURRY	5	S. Mobile Way.	E. Dartmouth Ave.	S. Norfolk Way.
SLURRY	5	S. Mobile Way.	3160 S. Mobile Way.	3178 S. Mobile Way.
SLURRY	5	E. Floyd Ave.	S. Norfolk Way.	S. Buckley Rd.
SLURRY	5	S. Ouray Way.	E. Floyd Ave.	S. Olathe Way.
SLURRY	5	S. Ouray Way.	E. Floyd Ave.	S. Nucla Way.
SLURRY	5	E. Girard Ave.	S. Norfolk Way.	Cul-de-Sac West.
SLURRY	5	E. Girard Ave.	S. Norfolk Way.	Cul-de-Sac SE.
SLURRY	5	S. Nucla Way.	S. Norfolk Way.	S. Norfolk Way./S. Ouray Way.
SLURRY	5	S. Nucla Way.	S. Norfolk Way./S. Ouray Way.	E. Hampden Ave.
SLURRY	5			
SLURRY				



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND A SINGLE SOURCE CONTRACT to Quantum Water & Environment, Lakewood, Colorado in the Not-to-Exceed Amount of \$265,549.55 for Continued Highway 30 Landfill Investigation, Monitoring and Reporting Services

Item Initiator: Jeff Lehmann, Sr. Procurement Agent

Staff Source/Legal Source: Jeffrey Moore, Manager of Oil and Gas / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.5--Meet all statutory and regulatory requirements governing water quality and environmental protection

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Jeffrey Moore, Manager of Oil and Gas / 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.)*

City Council approved the previous award to Quantum Water & Environment in the amount of \$230,286.00 on February 14, 2022, Agenda Item #10.g.

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

The City of Aurora has an ongoing requirement for investigation and reporting services in association with the city owned Highway 30 Landfill. The city has retained Quantum Water & Environment since 2016 when the Colorado Department of Public Health and Environment (CDPHE) issued a compliance advisory compelling environmental work at the closed Highway 30 Landfill. The initial award was issued to Quantum as the successful bidder under a competitive bid process.

To maintain continuity of investigation phases, staff has continued to issue annual and emergency purchase orders to Quantum to complete investigation and remediation work. Based on sample results in 2019, CDPHE and the city entered into an Order on Consent that mandated specific tasks under threat of penalty. An aggressive schedule for completing tasks to maintain compliance with the Order of Consent left staff with no ability to complete additional competitive solicitations.

In January of 2022, CDPHE issued correspondence to city staff compelling additional investigation and reporting within 60 days. As Quantum has continued satisfactory performance, provided work products within the schedule constraints, and maintained a high level of technical expertise specific to the Highway 30 Landfill, staff requests that Quantum be retained for 2023 investigation and reporting, and until such time that schedule constraints imposed by the regulatory agency ease.

Quantum has proposed extension hourly rates with a 3% increase over the 2022-2023 hourly rates. Given the Municipal Cost Index (MCI) has increased 6.69% year-to-year ending December 2022, extension rates are 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 an award of a single source contract to Quantum Water & Environment, Lakewood, Colorado in the not-to-exceed amount of \$265,549.55 for continued investigation and reporting as required by the CDPHE and associated Order on Consent.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Org 25210 HW 30 Landfill Remediation / Acct 68410 CIP-Construction Costs \$265,549.55

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve an award of a single source contract to Quantum Water & Environment, Lakewood, Colorado in the not-to-exceed amount of \$265,549.55 for continued investigation and reporting as required by the CDPHE and associated Order on Consent?

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).

- 10.c. Consideration to AWARD A SOLE SOURCE CONTRACT to Scott Safety, Monroe North Carolina, in the not-to-exceed amount of \$65,000.00 for fit testing as required for Scott Self Contained Breathing Apparatus (SCBA) through December 31, 2022**

Renee Pettinato Mosley, Sr. Risk Manager / Dave Lathers, Sr. Assistant City

10.d. H&E Equipment

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado, in the not-to-exceed amount of \$4,238,463.00 for the purchase of two (2) Emergency One (E-One) Cyclone fire trucks/pumpers, one (1) E-One Aerial Ladder Truck, one (1) E-One Hazmat Rescue Truck and one (1) Air and Light Truck

Ron Forrest, Fleet Manager – Public Works / Dave Lathers, Senior Assistant City Attorney

10.e. IT Contract Technical Services

Increase in funding to an OPENLY SOLICITED CONTRACT with Computer Enterprises, Denver, Colorado in the amount of \$250,000.00 for contract technical services as required by the IT Department. (R-1948)

Scott Newman, CIO – IT / Dave Lathers, Sr. Assistant Attorney

- 10.f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to IntegrAssure LLC, Palm Beach, Florida in the total amount of \$4,695,000.00 to provide Consent Decree monitoring services for the City of Aurora through February 1, 2027. (R2134)**

Staff requests a waiver of reconsideration: Due to implementation requirements of the Consent Decree, staff requests a waiver of reconsideration.

Jason Batchelor, Deputy City Manager / David Lathers, Sr. Asst. Attorney

- 10.g. Consideration to AWARD A SINGLE SOURCE CONTRACT to Quantum Water & Environment, Lakewood, Colorado in the not-to-exceed amount of \$230,286.00 for continued Highway 30 Landfill investigation, monitoring and reporting services.**

Karen Hancock, Sr. Planner II, Planning & Development Service / Dave Lathers, Senior Assistant City Attorney

10.h. NERPSC Public Safety Training, Resources and Wellness Platform

Consideration to AWARD A SINGLE SOURCE CONTRACT to J Brower Psychological Services, Greenwood Village, Colorado, in the not-to-exceed amount of \$89,950 for access to the National Emergency Responder and Public Safety Center (NERPSC, LLC)

online training, resources, and clinical tools for sworn police, fire, Aurora911 and detention employees.

Staff requests a waiver of reconsideration in order to meet the cost/rate guarantee deadline by J. Brower Psychological Services.

Jason Batchelor, Deputy City Manager / Ryan Lantz, Director of Human Resources / Rachel Allen, Client Group Manager

10.i. Waste Management Water Supply Agreement

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best Assistant City Attorney

10.j. Aurora Housing Authority Amendment to 1977 Annexation Agreement

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

Outside Speaker: Aurora Housing Authority Representatives

Motion by Coombs, second by Lawson, to approve items 10a – 10j with a waiver of reconsideration on items 10b, 10e, 10f, and 10g.

Voting Aye: Mayor Coffman, 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.

11. RESOLUTIONS

11.a. Drainage and Flood Control Improvements for Sand Creek - Baranmor Ditch at Zion and Billings Street 2nd Amendment

R2022-08 Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the second amendment to an Intergovernmental Agreement between the City of Aurora, Colorado 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 Sand Creek Baranmor Ditch at Zion and Billings Streets

Swirvine Nyirenda, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

Staff provided a summary of the item.

Motion by Lawson, second by Jurinsky, to approve item 11a.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT TO B&M Roofing, Frederick, CO in the Amount of \$2,119,623.00 for the Aurora Municipal Center (AMC) Roof Replacement; Project 5903A.

Item Initiator: Kristin Chewiwi, Procurement Supervisor, Finance

Staff Source/Legal Source: John Perkins, Senior Project Manager, 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: 2/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

John Perkins, 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 |
| <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.)*

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

The Aurora Municipal Center (AMC) Roof Replacement project consists of removal and replacement work to include but is not limited to:

- Removal of the existing roof membrane, cover board, and insulation
- Installation of new vapor retarder/base sheet, insulation, hard boards, and roofing membrane
- Removal and replacement of wall flashings
- Removal and replacement of curb flashings

Bidder Pre-qualifications

Four (4) pre-qualified roofing contractors were selected under Statement of Qualification SOQ-22-5903A for bidding on the construction of the AMC Roof Replacement project. The SOQ asked for detailed response describing each firm's qualifications.

Three (3) of the four (4) pre-qualified firms submitted a bid for this project. Bids were opened by Purchasing Services on January 12, 2023, and the results are as follows:

Name of Bidder	Base Bid	Alternate Cost (#1 and 2)	Total Cost
B&M Roofing	\$2,034,212.00	\$85,411.00	\$2,119,623.00
Alpine Roofing	\$2,139,000.00	\$128,817.00	\$2,267,817.00
Colorado Moisture Control	\$2,695,000.00	\$147,000.00	\$2,842,000.00

No Aurora firms submitted a bid.

The estimated cost for this project ranged from \$2,000,000.00 to \$2,817,000.00. The price from B&M Roofing is considered to be fair and reasonable when compared to the project estimate. Bid acceptance period expires on March 13, 2023.

Council approval is required when the award is \$2,000,000.00 or more.

Based on the above, staff recommends awarding a competitive bid contract to B&M Roofing, Frederick, Colorado in the amount of \$2,119,623.00 for the AMC Roof Replacement Project.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- ☐ Revenue Impact
 ☒ Budgeted Expenditure Impact
 ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact
 ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

This procurement is to be funded from:
 49679-68410: \$317,000.00
 49671-68410: \$1,802,623.00

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council approve the award to B&M Roofing, Frederick Colorado in the amount of \$2,119,623.00 for the AMC Roof Replacement Project; 5903A.

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)). (Lathers)



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Members to the Human Relations Commission
Item Initiator: Sara Valencich, Diversity, Equity & Inclusion Officer
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: 2/6/2023

Regular Meeting: 2/13/2023

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)*

☐ 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 Human Relations Commission is to promote a mutual understanding and respect among all people, disseminate information and educational materials to eliminate prejudice, promote human relations and investigate complaints of this nature.

The Human Relations Commission consists of twelve (12) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) terms.

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

The Human Relations Commission currently has four (4) vacancies. The Commission received two (2) applications and interviews were conducted on January 4, 2023.

Among the applicants were:

Deborah Mitchell

Bryan Kelly

Upon conducting interviews, the Human Relations Commission respectfully recommends the appointment of the following candidates: Deborah Mitchell and Bryan Kelly

Deborah Mitchell – 1st term beginning 1/1/2023 and ending on 12/31/2026

Bryan Kelly – 1st term beginning on 1/1/2023 and ending on 12/31/2026

QUESTIONS FOR COUNCIL

Does City Council wish to appoint Deborah Mitchell and Bryan Kelly to the Human Relations Commission?

LEGAL COMMENTS

Section 82-26 *et.seq.* establishes the Human Relations Commission, and Sec. 2-270 regulates the appointments to all board and commissions of the city. After a vacancy on any board and commission, the city council may appoint a qualified city resident to fill any vacancies. (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



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Sara Valencich, Diversity, Equity & Inclusion Officer

THROUGH: Tristen Sheptock, City Clerk Analyst

DATE: January 6, 2023

SUBJECT: New Appointments to the HRC

The Human Relations Commission (HRC) consists of twelve (12) voting members appointed by the Aurora City Council. Four vacancies currently exist; two candidates are proposed for appointment.

Summary

Deborah Mitchell (New Appointment)

Deborah Mitchell submitted an application to the HRC on December 15, 2022. Ms. Mitchell is a new resident of Aurora. She has 30 years of experience in federal government work and possesses considerable experience and expertise in providing services to all in the community. Ms. Mitchell has considerable experience in immigration, customs, conflict resolution, mediation, customer service and Verbal Judo. Ms. Mitchell is very enthusiastic about getting involved in the community. Ms. Mitchell feels very passionately about the importance of representing the underserved in our community and is very eager to the join the Human Relations Commission, believing her background and passion for community relations will aid the Commission in their mission.

At the January 4, 2023 meeting, the Human Relations Commission voted unanimously to support of the appointment of Deborah Mitchell.

Bryan Kelley (New Appointment)

Bryan Kelley submitted an application to the HRC on December 22, 2023. Mr. Kelley has been a resident of Aurora for 9 months. Mr. Kelley earned a Bachelor of Arts, cum laude in political science and religion. Mr. Kelley is very enthusiastic about getting involved in the community. Mr. Kelley feels very passionately about the importance of representing the underserved in our community and is very eager to the join the Human Relations Commission, believing his background and passion for policy and understanding barriers to access and potential disparate impacts state policy on various communities will aid the Commission in their mission.

At the January 4, 2023 meeting, the Human Relations Commission voted unanimously to support of the appointment of Bryan Kelley.

Human Relations Commission

Applicant Package - Ward 5

Human Relations Commission - Ward 5

Term: 01 Jan 2021 - 31 Dec 2024

Positions Available: 5

Number of applicants in this package: 1

- Mitchell, Deborah

Date Received: 12/15/2022

Registered Voter & Resident of Aurora

10/14/2021 Ward: 5 County: Arapahoe

Tristen Sheptock

Name : Mitchell, Deborah

Address : [REDACTED]

Email : [REDACTED]

Board Name : Human Relations Commission

Date of Birth : [REDACTED]

Home Phone Number : [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora? : 1 Year, 4 Months

Are you registered to vote? :

Yes

Years of Education Completed : 4 Year College

Degree(s) Received : None

College(s) Attended : Los Angeles Trade Technical Los Angeles Harbor College

Employer Name :

U.S. Immigration and Naturalization Service, U.S. Department of Treasury, U.S. Homeland Security

Employer Address : Los Angeles International Airport

Current Position : Retired

Years with Current Employer : 32 Years

Work Experience : Federal Government

Certification(s) :

Immigration Inspections, Customs Inspections, Conflict Resolution, Mediation for Managers, Professionalism and Customer Service, Interviewing Techniques, Verbal Judo and numerous Enforcement Techniques.

How are you involved in your community? :

I am not currently involved, however it is my intention to seek out areas that will be beneficial in my community and the city of Aurora.

List your interests and activities. :

Community Development/Improvement and Clean Up, Customer Service Professionalism, Performance Accountability, and Resident Opportunity Awareness.

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? :

Personal involvement. I would like to be an asset to the city, community and area where I live. I am now settled in an area without thoughts of relocating. It is important to be proactive and set a positive example.

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

I am retired with responsibilities only to my family. I will dedicate the amount of time needed and necessary to accomplish the goals or to complete an area of focus.

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 :

Claudia Anglon [REDACTED]

Reference 2: Full Name, Phone Number and Address :Gayle Williams [REDACTED]

Reference 3: Full Name, Phone Number and Address :

Barbara Kendrick [REDACTED]
[REDACTED]

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Deborah C. Mitchell

Time of Submission :12/15/22 1:52:49 PM

Attachments:

- Resume 2020.pdf

Deborah C. Mitchell



U.S. Department of Homeland Security
Los Angeles International Airport

ENTRY SPECIALIST SUPERVISOR
FEBRUARY 2003 TO OCTOBER 2009
ANNUAL SALARY: \$95,000.00

I was assigned to the position as Supervisory Entry Specialist at the Los Angeles International Airport (LAX). In this capacity, I supervised ten (10) Entry Specialist and seven (7) Entry Technicians.

ENTRY PROCESSING BRANCH RESPONSIBILITIES:

- Entry and Entry Summary document review and control.
- Verification for compliance with U.S. Import and Export laws, rules and regulations.
- Duty, Liquidated Damages, Penalties and Protest assessment.
- Cashier revenue collections.

MY RESPONSIBILITIES:

- Provide supervision and technical training to subordinates.
- Review and evaluate each employee's work performance in accordance with established standards.
- Coordinate employee schedules, leave and assignments ensuring sufficient staffing.
- Resolve Entry related complex issues.

One critical area of the position involved supervision of the entry cashier processes. In doing so, I performed verifications of the cashier's duties, taxes and other revenue collections. I determined if all collections were calculated accurately and timely.

With the development of Homeland Security various border inspection agencies merged and cross training was necessary. My background and experience working in a multitude of capacities was valuable as a member of the working group to assist in the development of the training guidelines and reference materials.

U.S. Customs Service
Los Angeles/Long Beach Customs Management Center (CMC)
U.S. Customs Service, SAIC Office/South Pacific

CHIEF INSPECTOR, CMC/OFO/OI LIAISON
JANUARY 2000 TO JANUARY 2003
ANNUAL SALARY: \$98,000.00

In accordance with Commissioner Kelly's memorandum dated December 22, 1999, I was selected for a detail assignment to the Office of Investigations, Special Agent In Charge (SAIC) branch as the Supervisory Inspector Liaison. The position was for a minimum of three (3) years with a possibility to become permanent. I performed a variety of duties assisting the Special Agents in conjunction with maintaining communication with that branch and the Office of Field Operation (OFO).

CUSTOMS MANAGEMENT CENTER (CMC)/OFFICE OF FIELD OPERATIONS RESPONSIBILITIES:

My primary responsibilities to the CMC were to act as the primary communications resource. I attended the weekly management briefings to obtain information regarding administrative issues and enforcement operations. My duties also included ensuring that communication was relayed so that all participants were aware of enforcement focuses/targets and coordinating with the Public Affairs for possible media appearances or related events.

OFFICE OF INVESTIGATIONS (O.I.):

As the Liaison between the CMC, Office of Field Operations (OFO) and Office of Investigations, my duties included a variety of tasks to enhance the agency's enforcement mission and communications between the participating entities. The Investigative Agents primary focus was investigation, enforcement and violation interdiction. Automated research could be extremely time intensive taking away from the actual field time and most of the agents were not provided with extensive automated research training unless they previously worked within Field Operations. My extensive automated research experience proved to be valuable with researching and identifying suspected violations and identifying trends used to circumvent Customs and other enforcement agency detection.

FOCUS GROUPS AND TRAINING PROGRAMS:

In working with both Field Operations and the Office of Investigations I identified areas requiring focus group and training sessions. I researched, drafted, coordinated and scheduled each session including enlisting technical experts.

U.S. Customs Service
Los Angeles International Airport, Cargo Operations

**CHIEF INSPECTOR, TRADE COMPLIANCE, CARGO OPERATIONS BRANCH II
MAY 1998 TO DECEMBER 1999
ANNUAL SALARY: \$104,000.00**

For seventeen months I was assigned to the Trade Compliance Division as Chief Inspector, Cargo Operations Branch II. This particular area was separated in two subdivisions. Branch I was responsible for initial processing of entry submission, review and documentation processing. My operation in Branch II conducted the physical inspection of freight for compliance verification. Our other enforcement efforts included, warehouse security, private aircraft clearances and remote airport cargo/passenger clearances.

BRANCH II:

- Second line supervisor for three GS-12 supervisors
- General Order (G.O.)
- Trade Specialist Inspectional Personnel
- Cargo Enforcement Adjudicator/Diplomatic Clearances
- Carrier Post Audit Team
- Paperless Audit Team
- Mobile Exam Team
- HUB and Express Consignment Facilities
- Burbank/Van Nuys, San Bernardino and Victorville Airport Facilities

As a Chief Inspector in Cargo Operations, I was second line supervision, responsible for analyzing the processes of three section within the branch. I utilized my enforcement expertise to guide and assist my team supervisors with analyzing intelligence information and threat assessments. When I initially assumed my position, I conducted a review of each area to assess the team's enforcement focus and resources. It appeared that the Paperless Entry System and Express Consignment Facilities were areas most vulnerable to abuse due to a lack of clearly defined standards. Automated program deficiencies in addition to the inspectors not utilizing all available resources for enforcement targeting were major concerns. Unfortunately, the automated system required extensive modifications, however resources and training could be improved on a local level. One problem with the Paperless Entry system was the transmitter could easily omit vital enforcement information which would be modified when filing the entry summary. I instructed the team members to monitor the situation, use this data to track the frequency of these occurrences and target the brokers abusing the system. Several violations were assessed as a result of this effort and the FY-2000 annual threat assessment was to include this data along with a proposal to headquarters for a national Paperless enforcement operation.

U.S. Customs Service
Los Angeles International Airport, Cargo Operations (continuation)

**CHIEF INSPECTOR, TRADE COMPLIANCE, CARGO OPERATIONS BRANCH II
MAY 1998 TO DECEMBER 1999
ANNUAL SALARY: \$104,000.00**

ENFORCEMENT BACKGROUND:

My enforcement and intelligence research background include several years on the U.S. Customs Narcotic Interdiction and Enforcement Team (CET/ROVER) at the Los Angeles International Airport. As a team member I conducted international intelligence research, trafficking trends and flight targeting analysis. During the early periods of my career, this information was not always readily accessible until an automated system was developed. I conducted manual research utilizing the Official Airlines Guides (OAG) and other written documentation.

I developed a proficiency in observational skills, investigative and interview techniques, identification of narcotic trafficking trends along with other enforcement profiles. I was instrumentally involved in numerous significant narcotics, currency, immigration fraudulent documents and merchandise enforcement actions resulting in cash award and letters of commendations.

**PRIVACY ACT, FREEDOM OF INFORMATION AND CONGRESSIONAL
RESPONSE:**

In addition to my regular duties, I was responsible to responding and tracking the Privacy Act (PA), Freedom of Information (FOIA) and Congressional inquiries. All of these inquiries were detailed and time sensitive. I attended and completed specialized training provided by U.S. Customs Washington Headquarters on the laws, rules, regulations and procedures for processing these inquiries.

BUDGET AND FINANCE CONTROLS:

At the beginning of each fiscal year, I researched, planned and submitted a budget and equipment proposal for the branch operations and enforcement. This was determined by previous years expenditures (tools, equipment, materials and maintenance) threat assessment, enforcement intelligence research and projected salary adjustments. Throughout the year, this budget is carefully monitored.

U.S. Customs Service
Los Angeles International Airport, Passenger Processing

**CHIEF INSPECTOR, PASSENGER SERVICE REPRESENTATIVE
MAY 1998 TO JANUARY 2003
ANNUAL SALARY: \$104,000.00**

As a Chief Inspector, my experiences also included assignments to Passenger Processing and the Enforcement Branches. In each capacity, my knowledge of the laws, rules regulations and procedures were essential to effectively supervise a variety of first line GS-12 supervisors, their team members and other administrative personnel.

Los Angeles International Airport Customs Passenger Processing consisted of five international processing terminals. The operations for those areas in addition to other administrative functions were divided amongst four Chief Inspectors. I was responsible for several of the satellite terminals along with a team of Supervisory Inspectors referred to as Passenger Service Representatives (PSR). We were a specialized trained team which primary focus was to address concerns or questions, diffuse conflicts and resolve adversarial situations occurring in the passenger processing environment. We also personally handle clearances of high-ranking officials, consulates and heads of state.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT OFFICER:

In additional to my regular assignment as Chief Inspector, I was responsible for responding to administrative inquiries, Freedom of Information Act (FOIA) and Privacy Act request. I attended formal training provided by U.S. Customs headquarters on the laws, rules, regulations and procedures for timely processing and tracking the responses. Tracking numbers were assigned due to time sensitivity requirements. For each request, fact finding interviews were conducted with the involved individuals and all records researched, reviewed and redated where necessary.

DIPLOMATIC MAIL AND POUCHES:

I was authorized a High Security Clearance in order to process and review Diplomatic Mail and Official Pouches. At that time, I was designated as the only diplomatic clearance officer for the port. I was on call in the event that diplomatic mail or pouches required inspection at the time of arrival.

VERBAL JUDO TRAIN THE TRAINER:

In 1999, I was selected to attend Verbal Judo Training, developed by the President of the Verbal Judo Institute, Inc. Doctor George J. Thompson, Ph.D. After completing the program and receiving my certification, along with one other trainer, we returned and presented the concept to Customs Personnel in Los Angeles, Long Beach, Las Vegas, Arizona and Texas. The training techniques were utilized world-wide by law enforcement personnel and very effective in defusing situations during times of adversity.

U.S. Customs Service
Los Angeles/Long Beach Customs Management Center (CMC)

**PROCESS SPECIALIST (TEMPORARY DUTY ASSIGNMENT (TDY)
DECEMBER 1997 TO APRIL 1998**

I was temporarily assigned as a Process Specialist to the Los Angeles/Long Beach Customs Management Center (CMC) in Long Beach California. As a trained and certified facilitator/negotiator, I was involved in various issues that required conflict resolution and negotiation or formulation of an implementation plan.

While in the position, I participated in developing, evaluating and drafting proposals to improve airport and seaport Customs procedures. I was involved in a project relating to one of the Port Quality Improvement Committee (PQIC) recommendations for passenger enforcement. The district had introduced the Structured Group Interview (SGI) program was a progressive business course of action used to meet and brainstorm with the technical experts evaluating specific tasks or operations. I coordinated SGIs which were presented to representatives from Immigration and Naturalization Service, Department of Agriculture and Customs. The SGI helped to determine the effectiveness of the current passenger operation's enforcement procedures. From this an action plan was developed to address and improve the identified deficiencies.

Another project was the Office of Investigations rotational proposal. Operational issues dictated a need to rotate the Special Agents between the various disciplines. To address as many issues and concerns as possible, management felt that the SGI process might be effective. After discussing and formulating a plan, I conducted several sessions with the agents and representatives from management. I compiled the participants responses into a proposal for management to formulate the most effective method to implement their rotational plan.

These are only two examples of programs I was involved in while assigned to the CMC.

I was afforded the opportunity where I attended and received formal training to develop my expertise in other measurement practices relating to analytical and business practices.

Human Relations Commission

Applicant Package - Ward 1

Human Relations Commission - Ward 1

Term:01 Jan 2021 - 31 Dec 2024

Positions Available: 5

Number of applicants in this package: 1

- Kelley, Bryan

Date Received: 12/22/2022

Registered Voter & Resident of Aurora

03/21/2022 Ward: 1 County: Adams

Tristen Sheptock

Name :Kelley, Bryan

Address : [REDACTED]

Email [REDACTED]

Board Name :Human Relations Commission

Date of Birth : [REDACTED]

Home Phone Number : [REDACTED]

Work Phone Number [REDACTED]

How long have you lived in Aurora? :9 months

Are you registered to vote? :

Yes

Years of Education Completed :19

Degree(s) Received :

Colorado College Bachelor of Arts, cum laude (Political Science and Religion double major) University of Manchester Master of Arts in Religion and Political Life, graduated with Distinction

College(s) Attended :

Colorado College 2007-2011 University of Manchester 2015-2015 University of Colorado Boulder 2017-2019 (Political Science PhD program, did not complete)

Employer Name :Education Commission of the States

Employer Address :700 Broadway Suite 810 Denver, CO 80203

Current Position :Policy Analyst

Years with Current Employer :3.75

Work Experience :

I am a Policy Analyst at Education Commission of the States, and have built a career around researching state policies throughout the country from a nonpartisan, nonadvocacy angle in order to help state policymakers learn lessons from what other states have been doing to solve common problems. I previously worked at the National Conference of State Legislatures and AcademyHealth, doing similar work but with a focus on health policy. A strong emphasis of my work has always been in understanding barriers to access and potential disparate impacts of state policy on various communities. I have also placed an emphasis on student civil rights and potential church/state conflicts in state legislative activity. Deep respect for civil liberties and a commitment to maintaining a healthy separation of church and state have also motivated my academic career - I double majored in political science and religion as an undergraduate, graduated with an MA in Religion and Political Life, and was a political science PhD student for a year and a half before deciding to leave academia.

Certification(s) :n/a

How are you involved in your community? :

I am eager to become more active in my community, have fallen in love with Aurora since moving here from Denver in March 2022, and would be honored to serve on this commission to both strengthen my relationship with the community and further the values of the city.

List your interests and activities. :

hiking, biking, playing with my dog, reading, playing board games, visiting local breweries

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 love the diversity and culture of Aurora, and want to be able to contribute to the commission's mission of promoting a mutual understanding and respect among all people. Particularly as the husband of an immigrant, I really appreciate the global culture present in this city and Aurora's commitment to cultivating and affirming the benefits that come from diversity. I think those goals require consistent application and maintenance, and would hope that work on the commission would serve to maintain a city that is safe and welcoming to all. Differences - and respect for those differences - in race, religion, sexual orientation, spoken language and many other categories must continue to be celebrated. I am also particularly passionate about respecting religious diversity in a way that ensures freedom of religion, ensured rights and voices for minority religions, and a healthy separation of church and state (all interests and skills I have been able to hone as a fellow for the Baptist Joint Committee for Religious Liberty).

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

5-10 hours? Happy to discuss/reconsider if this does not match with what the commission is looking for

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 :

Erin Whinnery

Reference 2: Full Name, Phone Number and Address :

George Dungan

Reference 3: Full Name, Phone Number and Address :

Cassidy Francies

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Bryan Kelley

Time of Submission :12/22/22 10:55:19 AM

Attachments:

- Dec 22 Human Relations Commission.pdf

BRYAN P. KELLEY, M.A.

Public Policy Research Experience:

EDUCATION COMMISSION OF THE STATES – Denver, CO

March '19-present

Policy Analyst (hired as Policy Researcher, then promoted)

- Conduct education policy research; track legislative activity in all 50 states and DC in range of areas including access, disparities, equity, integration, curriculum, standards and specific student populations including LGBTQ+ students; write research reports and contribute to state policy databases; testify to task forces and national organizations on education policy trends, especially involving equity issues; answer information requests from state policymakers; and plan/facilitate convenings for policymakers, content experts, and other stakeholders, including two convenings with state policymakers on student mental health and physical health supports in state policy.
- Pursue work focused on [church-state entanglement](#) issues and inequitable impacts on certain populations. Written products including a guide on policy promoting K-12 [integration](#), a review of state [sex ed policies](#), blog posts on culturally-inclusive curriculum and “anti-CRT” [policy efforts](#), [Black history curriculum](#) in policy, the recent [Kennedy](#), [Trinity](#), and [Espinoza](#) Supreme Court cases, and 50-State Comparisons on [postsecondary safety](#), [school discipline](#) and [charter school policy](#).

NATIONAL CONFERENCE OF STATE LEGISLATURES – Denver, CO

May '13-June '14

Policy Associate (hired as Research Analyst II, then promoted)

- Produced research, wrote reports, tracked bills, planned and convened policy events with various stakeholders, led webinar, and regularly worked with state legislators on health policy queries.
- Work focused on women's, children's, and maternal health care access, as well as public health environments, place-based and socio-economic determinants of health, and health access in schools.

ACADEMYHEALTH – Washington, DC

Oct. '11-Nov. '12

Research Assistant

- Supported research on public health policy and place-based determinants of health, organized conferences for researchers and policymakers, and aided grant writing and funder updates.
- Assisted in the preparation of research for scholastic audiences as well as supported the translation and dissemination of research findings for a non-academic audience.

NATIONAL CONFERENCE OF STATE LEGISLATURES – Denver, CO

May '11-Sep. '11

Health Program Summer Public Interest Fellowship Program Fellow

- Updated website content, wrote *LegisBrief* research materials geared toward state legislators and legislative staff, and drafted research briefs on policy developments across all 50 states and DC.

SENATOR BEN NELSON'S OFFICE – Washington, DC

June '10-Aug. '10

Constituent Relations Intern

- Tracked legislation, researched, and wrote briefs on current events for the senator's legislative assistants, especially concerning the recently-passed Affordable Care Act and constituent concerns.

Relevant Teaching and Academic Work Experience

UNIVERSITY OF COLORADO, BOULDER- Boulder, CO

Aug. '17-Feb '19

Teaching Assistant

- Taught two recitation sections each semester for introductory courses in comparative politics (two semesters) and American politics and government (one semester), often highlighting religious liberty implications.

UNIVERSITY OF MANCHESTER- Manchester, England

Sep. '14-Sep. '15

Research Assistant

- Supported research on religion and public life with focus on church-state separation. Assisted organizing conferences, including the International Research Network on Religion and Democracy.

Education:

UNIVERSITY OF COLORADO, BOULDER – Boulder, CO

Aug. '17-Feb. - '19

Degree: Doctor of Philosophy in Political Science. GPA on leaving: 3.8.

Primary focus on church-state entanglement issues. Courses included advanced quantitative research methodology.

UNIVERSITY OF MANCHESTER – Manchester, England

Sep. '14-Sep. '15

Degree: Master of Arts in Religion and Political Life. Graduated with Distinction.

Dissertation: What is Religion and Who Defines It? The Church of Scientology's Legal Status in the United States, France, and Russia

Honors: M.A. Fees Bursary Award and Hasse Memorial Prize for best departmental dissertation.

COLORADO COLLEGE – Colorado Springs, CO

Sep. '07-May '11

Degree: Bachelor of Arts, *cum laude*, Double Major in Religion and Political Science.

Thesis: Defining "Normal" Religion: Regulation of Religious Activities in the People's Republic of China

Honors and Awards- Dean's List 2009-2010, 2010-2011; graduated with Distinction in Religion.

Relevant Fellowships and Activities

- Cultivated active social media presence on [Twitter](#), promoting important social science research, education policy developments and news, civil rights advocacy, and bridging academic, advocacy, and research communities. Ongoing
- Invited peer reviewer contract work for Rand Corporation Nov '21
- Baptist Joint Committee for Religious Liberty [Fellow](#) May '20-July '21
- Colorado Education Policy Fellowship Program June '19-May '20
- Baylor in DC's Religion and Public Life Summer Seminar participant July '18
- Edited [Impolite Conversation](#), a podcast on the intersection of religion and politics, hosted by two professors at Doane University Sep '15-Dec '17



CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to Appoint Two (2) Members to the Human Relations Commission

Staff contact: Sara Valencich, Diversity, Equity & Inclusion Officer

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

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Central Colorado Mountains River Basin Weather Modification Program
Item Initiator: Kathy Kitzmann, Water Resources Principal, Aurora Water
Staff Source/Legal Source: Abba Ahmed, Water Resources Project 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: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST- SHARING AGREEMENT
Abba Ahmed, Water Resources Project Manager, Aurora Water / Ian Best, 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: Water Policy

Policy Committee Date: 1/18/2023

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 November 17, 2021, the Water Policy Committee supported moving a Resolution regarding the approval of the Central Colorado Mountains River Basin Weather Modification Program cost-sharing agreement forward to Study Session.

On December 20, 2021, the City Council of the City of Aurora APPROVED A RESOLUTION regarding the Central Colorado Mountains River Basin Weather Modification cost-sharing agreement as item 10d.

On January 18, 2023, the Water Policy Committee supported moving a Resolution regarding the approval of the Central Colorado Mountains River Basin Weather Modification Program cost-sharing agreement forward to Study Session.

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

This proposed intergovernmental agreement (IGA) provides for multiple water agencies to cost share weather modification (cloud seeding) services conducted under the Central Colorado Mountains River Basin (CCMRB) Weather Modification Program. The CCMRB program is a statewide collaboration and is operated by Western Weather Consultants LLC. Cloud seeding occurs only when specific winter cloud seeding criteria are met. The **target area includes the watersheds for Aurora's Homestake, Busk-Ivanhoe, and Twin Lakes** water supply systems. The 2022-2023 CCMRB budget, currently approximately \$330,500, supports 2,671 hours from both manually and remotely operated cloud nucleating generators in over 20 locations that may be operated from November 1, 2022, to April 15, 2023. An annual accounting will be provided and will include documentation to support decisions to initiate or suspend the seeding events.

The proposed IGA allows Aurora to share in the costs for cloud seeding services in the program target area of the **Upper Colorado River Basin in Pitkin, Eagle, Summit and Grand Counties. Aurora's cost share will be \$25,000** of the \$197,500 committed by several different entities through this 2022-2023 CCMRB program cost share agreement. The Colorado River District will coordinate funding and administer the contract with the program consultants. The \$197,500 from this IGA will be used in conjunction with approximately \$125,000 from the Colorado Water Conservation Board, and additional amounts received from other funding sources. The Colorado River District anticipates contracting approximately \$367,500 on behalf of the CCMRB program which includes additional funding from Winter Park and from the Desert Research Institute.

The CCMRB is one of many weather modification programs used throughout the nation. Recent studies indicate these programs may increase precipitation in targeted areas by 10% to 15%. The program data collected each year provides for increased accuracy and efficiency. The cost share of \$25,000 is minor for the potential increase in water supply that these weather modification services may provide to Aurora.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving an APPROVAL OF A RESOLUTION regarding the Central Colorado Mountains River Basin Water Modification Program cost-sharing agreement forward to the next Council meeting?

LEGAL COMMENTS

Aurora City Code authorizes the City's Utility Enterprise 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 Section 138-28) (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:

See attached fiscal impact form.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER
MODIFICATION PROGRAM COST- SHARING AGREEMENT

WHEREAS, the Central Colorado Mountains River Basin Weather Modification Program is designed to obtain weather monitoring services and to provide education programs for the program target area of the Upper Colorado River Basin; and

WHEREAS, the River District on behalf of the parties to the agreement will administer the contract with the consultants who will carry out the program including collecting funds from the parties and reimbursing the consultants; and

WHEREAS, Aurora's share of the costs to participate in the program is Twenty-Five Thousand Dollars, (\$25,000.00) and no party shall be responsible for the payment of another party; and

WHEREAS, Aurora City Code Section 138-28 authorizes the City's Utility Enterprise 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 Central Colorado Mountains River Basin Weather Modification Program Cost- Sharing Agreement is hereby approved.

Section 2. Council hereby directs staff and legal counsel to take all steps necessary to prosecute all necessary water court and ancillary proceedings allowing for City's Utility Enterprise's use of the water as part of the municipal system.

Section 3. 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 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, Assistant City Attorney

CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM
COST-SHARING AGREEMENT

This Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement is made and entered into on November 1, 2022, by and between the following entities:

The Colorado River Water Conservation District (“River District”), whose contact information is 201 Centennial Street, Suite 200, Glenwood Springs, Colorado, 81601, (970) 945-8522; c/o Dave Kanzer, (dkanzer@crwcd.org).

The Northern Colorado Water Conservancy District (“Northern”), whose contact information is 220 Water Avenue, Berthoud, Colorado, 80513, (970) 622-2259; c/o Kyle Whitaker, (kwhitaker@northernwater.org). Annual billing will be sent via email to:

Name: _____

Email: _____.

The Southeastern Colorado Water Conservancy District (“Southeastern”), whose contact information is 31717 United Avenue, Pueblo, Colorado, 81001, (719) 948-2400; c/o Jim Broderick (jwb@secwcd.com). Annual billing will be sent via email to:

Name: _____

Email: _____.

City of Aurora, Colorado, acting by and through its utility enterprise, (“Aurora Water”), whose contact information is 15151 E Alameda Pkwy #3600, Aurora, Colorado, 80012, (303) 739-7370; c/o Rick Kienitz (rkienitz@auroragov.org). Annual billing will be sent via email to:

Name: _____

Email: _____.

The Board of Water Works of Pueblo, Colorado (“Pueblo”), whose contact information is 319 West Fourth Street, Pueblo, Colorado, 81003, (970) 584-0235; c/o Alan Ward (award@pueblowater.org). Annual billing will be sent via email to:

Name: _____

Email: _____.

The City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”), whose contact information is 1600 West 12th Avenue, Denver, Colorado, 80204, (303) 628-6762; c/o Jeff Bandy (jeff.bandy@denverwater.org). Annual billing will be sent via email to:

Name: _____

Email: _____.

The Intrawest/Winter/Winter Park Operation Corporation (“Winter Park”), whose contact information is P.O. Box 36, 85 Parsenn Road, Winter Park, Colorado, 80482, (970) 726-1564; c/o Heather Ruth (hruth@winterparkresort.com). Annual billing will be sent via email to:

Name: _____

Email: _____.

The Eagle River Water and Sanitation District (“Eagle River Water”), whose contact information is 846 Forest Road, Vail, Colorado, 81657 (970-476-7480, c/o Jason Cowles (jcowles@erwd.org)). Annual billing will be sent via email to:

Name: _____

Email: _____.

The Upper Eagle Regional Water Authority (“Eagle Water Authority”), whose contact information is 846 Forest Road, Vail, Colorado, 81657 (970-476-7480, c/o Jason Cowles (jcowles@erwd.org)). Annual billing will be sent via email to:

Name: _____

Email: _____.

The foregoing entities are sometimes referred to herein individually as a Party and collectively as Parties.

The Parties wish to enter into the Agreement to obtain weather modification services for the program target area of the Upper Colorado River Basin, generally above elevation 8,500 feet, in Pitkin, Eagle, Summit, and Grand Counties, with some exclusion areas, during the 2022-2023

winter and to provide public outreach and education regarding the weather modification program (“CCMRB Program”).

AGREEMENT

1. The Parties agree that the River District, on behalf of the Parties, manage and administer all contributions and expenditures necessary to carry out the objectives of the CCMRB Program. In addition to the monies contributed by the parties, the River District will solicit, accept, and administer monies from additional parties to support the CCMRB. This is to include but may not be limited to approximately \$125,000.00 (One Hundred Twenty-Five Thousand Dollars), less three (3) percent management fee, contributed by the Colorado Water Conservation Board (“CWCB”) in furtherance of the CCMRB Program.

Furthermore, the parties agree that the River District will deduct up to \$12,500.00 (Twelve Thousand Five Hundred Dollars) for cost recovery for the administration of the CCMRB Program on behalf of the Parties.

As the administrator, the River District will review invoices and reports, monitor activities and performance, distribute information, collect funds from the Parties, and reimburse the Consultants. The River District will act as the administrator of the program only and will not direct or perform the operational activities contemplated by the CCMRB Program. In administering the CCMRB Program, the River District assumes no responsibility for the outcome or consequences of the CCMRB Program. The River District shall not be responsible for any damages to persons or property which may result from the CCMRB Program.

2. The Parties authorize the River District to enter into professional services agreement(s) with the one or more consultants to carry out the CCMRB Program consistent with the Scope of Services and CCMRB Cost Estimates attached as Exhibit A.
3. The Work shall be performed at all times in compliance with all applicable local, state, and federal laws and regulations.

4. The Parties agree to pay the following amounts as participants in the CCMRB Program:

A.	Front Range Water Council Members:	
i.	Northern Colorado Water Conservancy District	\$25,000
ii.	Southeastern Colorado Water Conservancy District	\$25,000
iii.	Aurora Water	\$25,000
iv.	Pueblo Board of Water Works	\$12,500
v.	Denver Water	\$25,000
B.	Colorado River Water Conservation District	\$50,000
C.	Intrawest/Winter Park Operations Corporation (Winter Park)	\$5,000
D.	Eagle River Water and Sanitation District	\$15,000
E.	Upper Eagle Regional Water Authority	\$15,000

No Party shall be responsible for payment of the obligations of any other Party under this Agreement.

5. The River District will invoice each Party for its portion of the costs of the work upon execution of this Agreement. These invoices shall be payable upon receipt.
6. This Agreement shall automatically terminate on October 31, 2023. The Parties' obligation to pay the River District their respective portion of the costs shall survive termination of this Agreement.
7. Nothing in this Agreement is intended or shall be construed to create a multiple fiscal year financial obligation or debt of any Party. Where activities or payment obligations provided in the Agreement extend beyond the current fiscal year, continued expenditures or appropriations are contingent on the approval of that Party's governing body. Any unexpended contributed funds may be carried forward and used to fund any future CCMRB activities, at the discretion of the River District program administrator.
8. This Agreement is the entire Agreement between the Parties regarding the subject matter hereof and shall be modified by the Parties only by a duly executed written instrument approved by all the Parties.
9. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated above.

[Signatures on following page]

By: _____ Date: _____
Andrew A. Mueller, General Manager
Colorado River Water Conservation District

By: _____ Date: _____
Bradley D. Wind, General Manager
Northern Colorado Water Conservancy District

By: _____ Date: _____
James Broderick, Executive Director
Southeastern Colorado Water Conservancy District

By: _____ Date: _____
Seth Clayton, Executive Director
The Board of Water Works of Pueblo, Colorado

By: _____ Date: _____
Sky Foulkes, President/COO
The Intrawest/Winter Park Operation Corporation

By: _____ Date: _____
Linn Brooks, General Manager
Eagle River Water and Sanitation District

By: _____ Date: _____
Linn Brooks, General Manager
Upper Eagle Regional Water Authority

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

01/10/2023 21031166
Date 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)

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

ATTESTED:

By: _____
Secretary

By: _____
President

DATE: _____

APPROVED:

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Chief Water Resource Strategy
Richard B. Marsicek

By: _____
Timothy M. O'Brien, CPA
Auditor

APPROVED AS TO FORM:

By: _____
Office of General Counsel

Exhibit A1 – Scope of Services - WWC

*Western Weather Consultants (WWC; herein referred to as “Consultant”)
Consultant’s Services shall include the following:*

1. Consultant shall coordinate with the Colorado Water Conservation Board (CWCB) to obtain, continue and/or comply with, all applicable permits required for the Central Colorado Mountains River Basin Program (CCMRB Program); consultant shall operate all aspects of the CCMRB Program in compliance with Permit #2022-01 which has been issued to Consultant, the terms of which are made a part of this Agreement. Furthermore, Consultant shall adhere to and perform services under the CWCB Weather Modification Rules and Regulations adopted July 1, 2012.
2. Consultant shall service, supply, and maintain a sufficient number of manually-operated glaciogenic cloud seeding generators (currently approximately 21) and coordinate with other consultants operating remotely operated glaciogenic cloud seeding under the Permit approximately two remotely operated cloud nucleating generators during the 2022-2023 CCMRB Program season. (Sites are shown in Exhibit C on the Target Area Map). The five and one half-month program, beginning November 1, 2022 and expiring on April 15, 2023, will not exceed \$330,500 based upon approximately 2,671 hours of seeding from approximately eighteen manually operated generators provided by consultant and two IPC remotely operated generators provided by the Colorado River District. Exhibit B outlines the CCMRB Program total cost estimates. Exhibit C “Records/Audits” includes an example of reporting that will be provided for the operational seeding 2022-2023 season.
3. The funding provided by ski area CCMRB Program Participants will be used to target participating ski areas, as funding allows, focused on the November through March period. The remaining CCMRB Program Participant funding will be used to seed the most productive storms in the remaining portions of the Target Area, from November 1, 2022 through April 15, 2023.
4. Consultants shall operate their cloud-seeding generators with an identified exclusion area in Tenmile Creek basin near Climax, as per permit #2022-01.
5. Consultant shall provide Colorado River Water Conservation District (CRD) the unique generator identifiers previously developed by Consultant, NAWC, and the CWCB for these generator sites. CRD shall make this information available to the Participants, upon request.
6. Consultant shall coordinate operations and share data with the CWCB and with NAWC, as appropriate. Separately, NAWC remotely operates two additional remotely controlled generators, pursuant to a separate Agreement for Services with the River District.
7. Consultant shall provide updates of all significant activities or issues related to the CCMRB Program to the contractor and the Consultant will adhere to CWCB requests for deliverables related to funding received.

8. The Consultant will adhere to State guidance for avalanche and snowpack SWE levels and will coordinate with CRD and the CWCB, as needed. These activities will be tracked and reported in the Consultant's annual reports. The Consultant will provide regular documented correspondence via email with the Colorado Avalanche Information Center (CAIC) in the final report.
9. Consultant shall operate according to the following Seeding Criteria for Winter Cloud Systems:
 - Cloud bases are at least 500 feet below the mean mountain barrier crest of the Target Area and are forecast to move lower into the beginning seeding period.
 - Temperatures at the height of 500 feet below the mean mountain crest within the Target Area are -5 C (23 F) or colder and are forecast to become colder if at -5 C.
 - Wind directions and speeds from the surface to cloud-base are observed and forecast to favor the movement into the intended Target Area of the silver iodide nuclei being released from the ground-based generator sites into the intended Target Area.
 - There are no stable regions or atmospheric inversions between the surface and cloud-base that would prevent the vertical dispersion of the silver iodide particles from the surface to at least the -5 C (23 F) level or colder within the cloud system.
 - The temperature at approximately 10,000 feet (700-mb level) is warmer than -16 C (3 F).

Additionally, the Consultant will endeavor to improve the science and operation of the Program by performing the following activities:

1. Correlate the occurrence of seedable cloud systems over the Target Area at selected sites with:
 - The observance of snowfall observations of timing and amounts.
 - The observations of temperature, dew point and, if available, supercooled liquid water data.
 - Computer model forecasts of favorable cloud conditions using upwind data observations.

The Consultant will plot seeding events of local/regional generators on hourly snow gauge time series data and, if available, weather cameras, and/or high elevation specific snow observation reports shall be used to document that seeding operations were occurring during times of observed precipitation. In addition, Consultant will utilize weather modeling data from CAIC and other relevant sources to evaluate and characterize storm systems that are conducive to seeding to aide in operations. The Consultant will use such weather data regularly during this winter season and comment on its functionality and utility in their annual report.

2. Correlate the timing and high-resolution amounts of precipitation at available sites within the Target Area with precipitation data recorded at nearby SNOTEL sites. The intent is to create an accurate picture of the timing and amount of precipitation during periods of seeding in order to provide more accurate estimates of precipitation changes during seeding operations.

3. Maintain a data log that subjectively rates each weather system observed over the Target Region for each season's operations that would include:
 - Expected range of natural precipitation.
 - Any operational concerns such as inversions, temperatures, winds (direction or speed) or suspensions of operations.
 - General picture of the planned operations.
 - Regions of the Target Area for optimum precipitation accumulation.
 - A summary after each operation of any changes in the seeding operation from those initially set up for the operation.
 - Observed precipitation amounts and timing where available in the Target Area.
 - Documentation to support the Consultant's decision to initiate the seeding events.

**Exhibit A2: Scope of Work:
North American Weather Consultants (NAWC)
2022-2023**

The consultant, North American Weather Consultants (“NAWC”) shall operate and maintain 2 remotely controlled cloud seeding generator systems (“RCNGs”) designed and implemented for the purpose of seeding wintertime storm systems to augment precipitation and watershed runoff. (Task 1; \$32,500)

In addition, NAWC will evaluate the performance of the Central Colorado River Mountain River Basin cloud seeding program for the 2022-2023 season. (Task 2; \$4000)

Total Cost of the Scope of Services is to be \$36,500, billable by the consultant on a monthly basis in accordance with schedule of activities and deliverable requirements.

TASK 1: Operation and Maintenance of 2 RCNGs

NAWC will operate and maintain 2 RCNGs in the Upper Colorado River watershed, goods and services are to include:

- Provide a project meteorologist to operate the RCNG’s during appropriate storm periods based on meteorological conditions, in accordance with ASCE guidelines for precipitation augmentation programs
- Provide all seeding solution and materials, sufficient for the operation and maintenance of 2 RCNGs. Seeding solution will be composed of, at a minimum, 2% silver iodide dissolved in acetone. The following table details the anticipated costs of these goods and services:

Service	Item Rate	Quantity	Total
Generator Set Up and Take Down	\$3,000	2	\$6,000
Monthly Fixed Operations Site 1	\$1,500	4.5 months	\$6,750
Monthly Fixed Operations Site 2	\$1,500	4.5 months	\$6,750
Generator Burn Time (estimated)	\$45	233 hours	\$10,500
Total Costs			\$32,500

TASK 2: CCMRB Program Evaluation using Target Control Methods

North American Weather Consultants (NAWC) will perform an annual evaluation for the 2022-2023 water year cloud seeding program and to create a summary report of the estimated differences in precipitation. This is to be created by adding the 2022-23 data to estimated and reported results from previous years.

This evaluation is to be based upon the regression equations contained in NAWC's final report# WM 13-1 dated May 2013. This annual evaluation shall include any slight modifications to the evaluation methodology due to missing data and/or the discontinuation of a target or control site. The cost of this task is \$4,000.

Submission of a draft final report will be made to the Colorado River District, on or before July 15, 2023. The Colorado River District will review, and may provide suggested edits, to the consultant. The final report will incorporate such changes and is be provided to the Colorado River District and the Colorado Water Conservation Board by July 31, 2023.

Service	Item Rate	Quantity	Total
Preparation of yearend CCMRB evaluation report	\$4,000	1	\$4,000
Subtotal Costs			\$4,000

Service	Item Rate	Quantity	Total
Task 1 - Operations	\$32,500	1	\$32,500
Task 2 - Evaluation Report	\$4,000	1	\$4,000
Total Costs			\$36,500

CCMRB PROGRAM COST ESTIMATES & Related Information

21 Generators + 2 IPC Remotes Operating for: **2671** Hours.
 2 Remotes (NAWC-Separately Contracted) Operating for: **233** Hours.
 Total: **2904** Hours.

Task 1: **Program Field Preparation Services:**

Including site leases, tank sets, CNG leases,
 Propane tank rental, pre-season
 Maintenance or site selections and
 CNG installation expenses including
 Travel expenses, replacement parts, CNG take
 out expenses, and professional services

CCMRB Total	Winter Park Total	Program Total
\$ 60,269	\$ 942	\$ 61,211.00

Task 2: **Preseason Planning and Coordination**

Including preseason program administration services,
 Prepare Remotes for Summer,
 liability insurance and permit fees.....

\$ 42,291	\$ 661	\$ 42,952.00
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Task 3: **Facility Charges, Data Collection and Evaluation:**

Weather data collection and evaluation,
 Reports, operational coordination, facility expenses,
 Public/program relations

\$ 22,807	\$ 356	\$ 23,163.00
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Task 4: **Professional Modification Services:**

Including daily forecasting, management,
 Operational implementation and control

\$ 69,437	\$ 1,085	\$ 70,522.00
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Task 5: **Field Maintenance Services:**

Including maintenance services,
 Supplies and travel expense

\$ 16,324	\$ 255	\$ 16,579.00
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Task 6: ***Seeding Operations Serv 2671 Hours***

Including costs for silver iodide, propane,
 Generator operations services and
 Communications

\$ 104,934	\$ 1,639	\$ 106,573.00
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TOTAL PROGRAM COST ESTIMATE

\$ 316,062	\$ 4,938	\$ 321,000.00
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*This cost will be billed on basis of actual total hours of seeding operations.

Cost Sharing Table

Year end evaluation report:

Target Control Study 2022/2023 by NAWC	CCMRB	\$ 3,938
	Winter Park	\$ 62

Report Total	\$ 4,000
---------------------	-----------------

WWC seeding activities:	Seeding Hours	Funds for seeding
CCMRB Program Sponsors	2630	\$ 316,062
Winter Park	41	\$ 4,938
Grand County 2022-23 DRI Remote Operations (new 2021-22) Snow MTN Ranch		\$ 5,000
Summit County 2022-23 DRI Remote Operations (new 2021-22) Otter Creek		\$ 5,000
TOTALS:	2671	\$ 331,000

Summary of Colorado River District Contracting Amounts on behalf of CCMRB

CCMRB Seeding Operations	\$ 316,062
Winter Park Seeding Operations	\$ 4,938
Remote Operations (WWC)	\$ 10,000
Remote Operations and Report (NAWC)	\$ 36,500
Contract Total	\$ 367,500

Central Colorado Mountains River Basin Weather Modification Program (CCMRB Program): 2022-2023 Winter Cloud Seeding

State of Colorado Weather Modification Permit # 2022-01

CCMRB Program Sponsors: Front Range Water Council, Colorado River Water Conservation District, Winter Park, and Colorado Water Conservation Board.

Points of Contact:

- Colorado River Water Conservation District: Dave Kanzer, 201 Centennial St # 200, Glenwood Springs, CO 81601

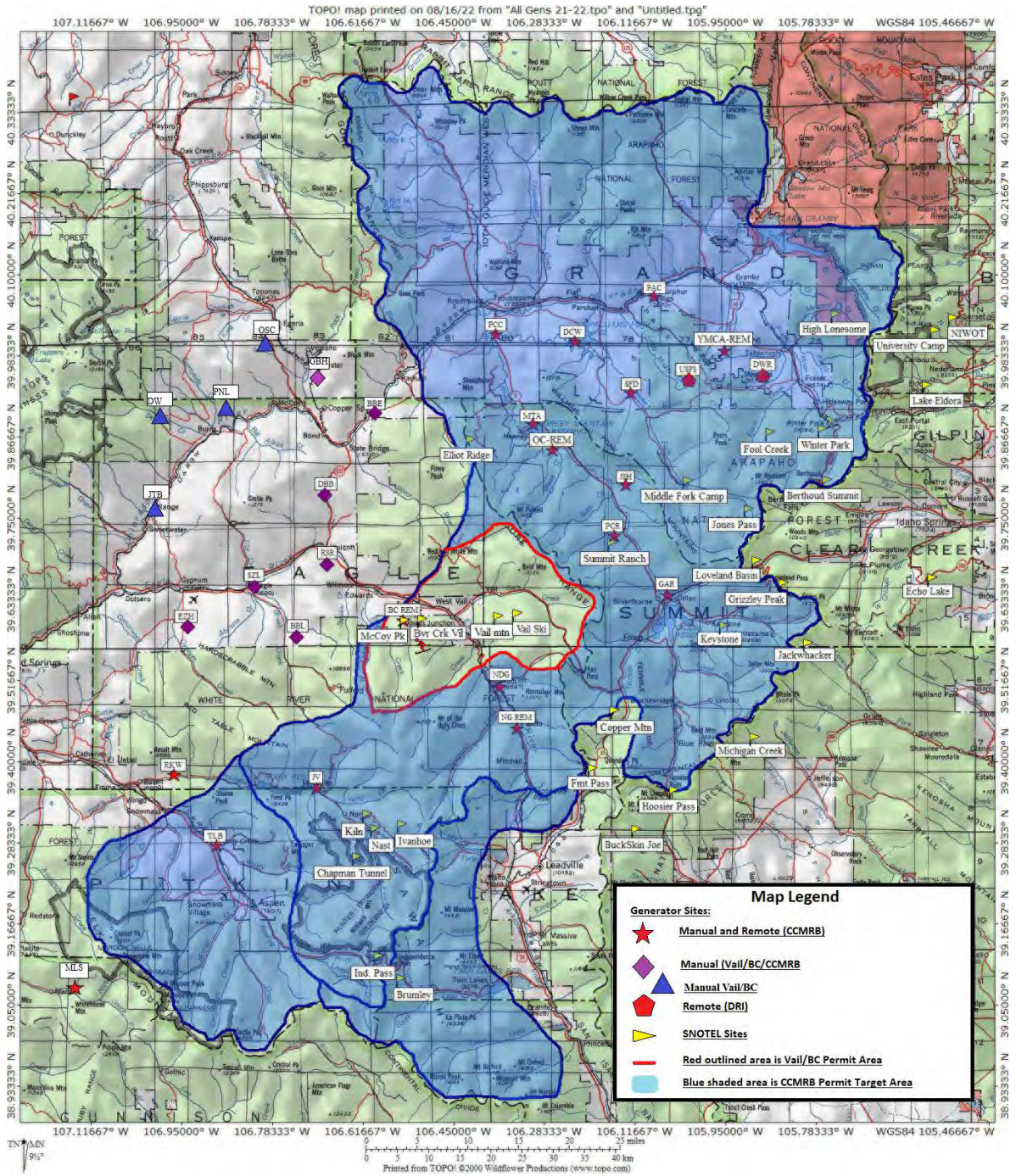
Operational Plan

The 2022-2023 CCMRB Program will be operated by Western Weather Consultants, LLC. (WWC) with the intention of increasing the mountains snowpack for recreational, agricultural, industrial, and domestic uses. The cloud seeding operations will use both manually and remotely operated ground-based Cloud Nuclei Generators (CNG). The manually operated CNG use a 4% silver iodide, 1.25% sodium iodide solution in Acetone, burned in a propane flame at a rate of 5 to 25 grams per hour. The remotely operated CNG use a 2% silver iodide, .75% sodium iodide solution in Acetone, burned in a propane flame at a rate of 15 to 25 grams per hour. The permitted operational timeframe for the CCMRB Program will be November 1, 2022, to April 15, 2023.

Target Area

The Blue Shaded area, illustrated in the attached map, indicates the Target Area for the CCMRB Program (which also encompasses the Vail/ Beaver Creek Ski Resorts cloud seeding program target area, outlined in red). The Vail/ Beaver Creek Program runs independent of the CCMRB Program. Some generator sites in the area can be used to benefit both programs and will be considered as shared sites. Any seeding hours utilizing the Vail/ Beaver Creek generators, for seeding the CCMRB Program Target Area, will be allocated to the CCMRB Program by WWC and vice versa. The CCMRB Program is designed, operated, and intended to affect only the Target Area.

Target Area Map



Operational Procedure

The operational procedures used to enhance snowpack in the selected target areas is to produce plumes of silver iodide crystals (artificial cloud nuclei) at rates between 5 and 25 grams per hour from multiple ground based CNGs to be diffused by favorable wind flows into selected storms or cloud types suitable for precipitation increases meeting the seeding criteria over the Target Area. An analysis of low-level wind fields, cloud characteristics, stability parameters, terrain features, and synoptic meteorological features will determine the network of generators which will best seed the cloud system over the Target Area for each favorable weather system and will provide a method for adjusting the network as new weather information becomes available. With a “best” initial network to seed an established weather system, and when there is observed precipitation in the Target Area through SNOTEL or precipitation data that is publicly available (documentation of this will be provided in the WWC annual reports), the generator operators are notified to turn on their generator at a specific time and operate them at a specific burn rate. On the same call, they will be given a specific turn-off time, this could be subject to change if the meteorologist at WWC notices significant changes in the weather system during the seeding event. Incoming weather data into the forecast office allows a continuous monitoring of any changes in conditions and any adjustments or termination in the seeding operation. Following each seeding operation, each generator operator who was instructed to operate the nuclei generator will submit a written report on the actual observation times; verify the seeding rates and note weather observations or operational discrepancies during the required operating period. No aircraft will be used for seeding for this Program. The seeding criteria WWC uses for seeding operations are as follows:

- Cloud bases are at least 500 feet below the mean mountain barrier crest of the Target Area and are forecast to move lower in elevation from the onset of seeding and continue throughout the seeding period. The weather system has clouds that are forecast to have vertical heights and moisture content capable of producing natural precipitation.
- Temperatures at the height of 500 feet below the mean mountain crest within the Target Area are -5 degrees C. (23 degrees F.) or colder and are forecast to become colder if at -5 degrees C.

- Wind directions and speeds from the surface to cloud-base are observed and forecast to favor the movement into the intended Target Area of the silver iodide nuclei being released from the ground-based generator sites.
- There are no stable regions or atmospheric inversions between the surface and cloud-base that would prevent the vertical dispersion of the silver iodide particles from the surface to at least the -5 degrees C. (23 degrees F.) level or colder within the cloud system.
- The temperature at approximately 10,000 feet (700 MB level) is warmer than -16 degrees C. (3 degrees F.)

Generator Locations

Site ID	Site Name	Program	Latitude	Longitude	Elevation
BBE	Mc Phee Gulch	Vail/CCMRB	39.9012	-106.5955	7088
GBH	Conger Mesa	Vail/CCMRB	39.9372	-106.7157	7297
OSC	Red Dirt Creek	Vail	39.9458	-106.7552	7238
PNL	Burns	Vail	39.9070	-106.8680	7281
DBB	Wolcott Divide	Vail/CCMRB	39.7840	-106.6885	8194
DW	Derby Creek	Vail	39.8962	-106.9940	8125
JTB	Jack Flats	Vail	39.7911	-106.9780	6403
RSR	Red Sky Ranch	Vail/CCMRB	39.6838	-106.6838	7704
SZL	Adams Rib	Vail/CCMRB	39.6511	-106.8194	6950
EZH	Hardscrabble Gulch	Vail/CCMRB	39.5942	-106.9402	6910
BC REM	Beaver Creek	CCMRB-REM3	39.602703	-106.543955	9512
CDA	Brush Creek	Vail/CCMRB	39.6008	-106.7681	7144
BBL	Lady Bell	Vail/CCMRB	39.6008	-106.7681	7144
RKW	7 Castles	Vail/CCMRB12	39.381902	-106.965541	7002
JV	Meredith	Vail/CCMRB15	39.3573	-106.6902	8305
TLB	Woody Creek	CCMRB13	39.2788	-106.8874	7375
MLS	Hat Mountain	CCMRB17	36.074290	-107.159445	8650
YMCA-REM	YMCA	CCMRB-REM5	39.990558	-105.953297	9175
NDG	Redcliff	Vail/CCMRB16	39.5077	-106.3664	8687
NG REM	Nova Guides	CCMRB-REM4	39.4476	-106.3346	9222
PAC	Cottonwood	CCMRB1	40.0687	-106.0825	7926
DCW	McQueary Gulch	CCMRB2	40.0044	-106.2287	7833
SFD	Aspen Canyon	CCMRB3	39.92987	-106.125093	8224
FCC	Junction Butte	CCMRB4	40.0150	-106.3728	7487
MTA	Green MTN Res	CCMRB5	39.8728	-106.3084	8058
OC-REM	Otter Creek	CCMRB-REM6	39.8480	-106.2693	8080
JSH	Big Gulch	CCMRB6	39.7976	-106.1346	8555
DWR	Denver Water	CCMRB-REM1	39.95503	-105.88323	8964
USFS	USFS	CCMRB-REM2	39.94869	106.01888	9590
PCR	Pebble Creek	CCMRB7	39.724339	-106.155463	9354
GAR	Silverthorn	CCMRB8	39.63925	-106.058991	9174

WWC routinely monitors the weather conditions throughout the contracted operating period for systems with cloud seeding potential. Most of the data used comes from the National Weather Service (NWS) websites, University of Wyoming, Pennsylvania and Texas A&M Weather websites, National Center for Atmospheric Research (NCAR) website, and National Oceanic and Atmospheric Administration (NOAA), Pivotalweather.com for short and long-range model forecasts. There are numerous forecasting websites available beyond the previously listed that are used as well, but these tend to be the preferred forecasting sites. Other available resources are the Colorado Department of Transportation (CDOT) website to monitor road conditions and concerns, Colorado Avalanche Information Center (CAIC) for Weather Research Forecasting (WRF) point forecasts, and to view avalanche and potential avalanche conditions in and around the Target Area including the Natural Resources Conservation Service (NRCS) website to monitor snowpack in the Target Area as recorded by the network of SNOTELs in Colorado. Snowpack accumulation is monitored from SNOTEL stations within the Target Area and the first detailed analysis of snow accumulation is completed using these measurements.

From these sites, we review and, at times, archive, weather data such as: surface and upper air data, synoptic surface maps, significant level maps, model forecast data, rawinsonde data, satellite and radar data, surface observations, web cam images, and other forecast aids. This data assists in selecting favorable storms for modification and monitoring suspension criteria.

Suspension Criteria

The proposed Suspension Criteria provides safeguards to the program to ensure that risks associated with cloud seeding have been addressed. WWC will retain the right to suspend operations during any period if the weather system is determined detrimental. Facilities will be maintained to gather and analyze weather data providing a continuing weather watch. WWC will maintain communications with the Program Sponsors, the National Weather Service (NWS), the U.S. Forest Service and the Department of Natural Resources / Colorado Water Conservation Board regarding potential adverse conditions. The forecast and operations center of WWC will monitor on a seven day per week basis the weather patterns over Colorado and the Western United States during the winter operating

period. Meteorologists permitted by the State of Colorado to operate weather modification programs will determine if weather events are suitable for precipitation augmentation by cloud seeding.

Prior to initiating any seeding operations, a thorough hazard analysis will be evaluated a potential weather system judged suitable for seeding will be evaluated for its potential to develop into a blizzard, severe storm, or heavy precipitation possibly associated with a potential for major avalanche episode. Also, the effects of the weather event on ranching, agriculture, wildlife, highway travelers, municipal interests and industry will also be considered. This evaluation will be concentrated upon those areas to be seeded along with considerations of potential adverse effects to adjacent areas which may be influenced by augmented precipitation. No seeding will be initiated during a period determined to have a high potential hazard evaluation. Once a seeding operation has been initiated, monitoring of existing and forecast weather conditions will continue throughout the duration of the seeding operation. All new meteorological information will be assessed as well as generator reports from generator operators, the State Patrol, and field maintenance personnel in the seeded areas. The Colorado Avalanche Information Center (CAIC) has modified its website to include a “Cloud Seeder” avalanche hazard level suspension criteria page for all mountain passes in Colorado. Levels of Notice, Caution and Warning are assigned to the passes with Warning being used as a trigger for temporary suspension of neighboring generators. Changing weather conditions that would indicate the onset of potentially severe or hazardous weather conditions will result in the suspension of seeding operations throughout the duration of these potentially hazardous weather conditions. Snowpack accumulation will be monitored from SNOTEL stations from all SNOTEL sites within the target area and the first detailed analysis of snow accumulation will be completed using these measurements. Evaluations of snowpack indicate that minor flooding and stream flow problems can exist when late winter snowpack reaches 155% of normal. More substantial flooding problems can be anticipated when late winter snowpack is more than 175% of normal.

Since the CCMRB Program is designed for reasonable levels of snowpack enhancement for an outlook of adequately abundant summertime water supply for storage use, we propose to suspend seeding operations in any major portion of a seeding area when

one or more of the following takes place: : Snow Water Equivalent Thresholds exceed the following: 175% of average on December 1st, 175% of average on January 1st, 165% of average on February 1st, 155% of average on March 1st and 145% of average on April 1st. The following website can be used to see a map which will show the snowpack percentages of normal:

<https://www.nrcs.usda.gov/wps/portal/wcc/home/quicklinks/imap>

The CWCB Director or his or her designee will determine where and how snowpack water equivalents are to be measured, including at selected “SNOTEL” sites. The CWCB Director or his or her designee may permit weather modification operations to continue in a portion of the operation target area where snowpack water equivalents are below these suspension criteria percentages, if the operation will not impact the area where snowpack water equivalents are above these suspension criteria percentages. These thresholds are designed to keep the seeding effect to within the realm of natural variability of the local climate as measured at each SNOTEL station. This comparative normal for these representative snow observation sites will be the long-term Snow Water Equivalent Medians data set from 1991 through 2020 as published by the Natural Resources Conservation Service (NRCS). WWC must suspend all weather modification operations whenever one of the following is issued by the NWS Hazardous Weather Statements that impacts any part of the Target Area:

- a. An urban or small stream flood advisory.
- b. A blizzard warning.
- c. A flash flood warning; or
- d. A severe thunderstorm warning.

Operations may resume after these statements expire.

As required by the “Colorado Weather Modification Rule and Regulations” effective July 1, 2012, WWC notifies the local NWS weather forecast office, CAIC, the County emergency managers, and the CSU Colorado Climate Center of intended weather modification activities and provide WWC’s contact information prior to the 2022-2023 season of weather modification operations.

Exhibit C - Records and Audits

Wind Direction Windows for Seeding the Indicated Target Areas in Compass Degrees of Arc							
Site Name	Location Name	Site #	BC/Vail	Breckenridge	Keystone	Winter Park	FRWC/River District/CWCB
BBE	McPhee Gulch	Vail/CCMRB	355-330				10-355, 322-295
GBH	Conger Mesa	Vail/CCMRB	340-310				355-340, 310-285
OSC	Red Dirt Creek	Vail	340-315				315-295
PNL	Burns	Vail	325-300				340-325, 300-280
DBB	Wolcott Divide	Vail/CCMRB	340-318---305-290				355-340, 290-265
DW	Derby Creek	Vail	315-295				333-315, 295-275
JTB	Jack Flats	Vail	297-283				325-305, 283-265
RSR	Red Sky Ranch	Vail/CCMRB	300-275				355-310, 275-245
SZL	Adams Rib	Vail/CCMRB	290-265				350-300, 265-245
EZH	Hardscrabble Gulch	Vail/CCMRB	280-255				340-290, 255-215
BC REM	Beaver Creek	CCMRB REM3	295-235	295-275	275-265		80-315, 295-215
CDA	Brush Creek	Vail/CCMRB	287-258				330-297, 258-235
BBL	Lady Bell	Vail/CCMRB	285-245				0-295, 285-230
RKW	7 Castles	Vail/CCMRB12	247-230				30-270---230-245
JV	Meredith	Vail/CCMRB15	230-195				55-265---255-230
TLB	Woody Creek	CCMRB13					55-260---250-220
MLS	Hat Mountain	CCMRB17					285-215
YMCA-REM	YMCA	CCMRB-REM5				325-295	10-325, 295-215
NDG	Redcliff	Vail/CCMRB14	205-115	285-265	265-245		40-5---245-205
NG REM	Nova Guides	CCMRB REM4	195-120	270-254	254-230		50-10---230-195
PC	Cottonwood	CCMRB1				315-300	50-10, 0-300
DCW	McQueary Gulch	CCMRB2				295-285	40-5, 350-280
SFD	Aspen Canyon	CCMRB3		0-345	345-330	295-280	330-290, 270-225
FCC	Junction Butte	CCMRB4				290-280	360-290, 280-250
MTA	Green MTN Res	CCMRB5		345-325	325-310	275-260	45-355, 310-275
OC-REM	Otter Creek	CCMRB-REM6		345-325	325-310	275-255	45-355, 310-275
JSH	Big Gulch	CCMRB6		355-335	335-315	260-245	45-10, 315-260
PCR	Pebble Creek	CCMRB7		350-325	325-300	250-230	45, 10, 300-250
GAR	Silverthorn	CCMRB8		10-330	330-280	230-210	280-230
If a wind direction is common to the edge of two entities seeding windows, and both programs are being operated, the seeding hours will be billed half to each entity for that wind direction. Wind directions are listed counter-clockwise from							
As required by the State of Colorado "Colorado Weather Modification Rule and Regulations effective July 1, 2012, the Consultant has notified the local National Weather Service weather forecast office, Colorado Avalanche Information Center ("CAIC"), the County emergency managers, and the CSU Colorado Climate Center of intended weather modification activities and Consultant contact information prior to the 2019 season of weather modification operations.							

Contact Information

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 Larry Hjermstad
 970-946-6328
westernweather.larry@gmail.com

Assistant Manager
 Mike Hjermstad
 970-946-6324
westernweather@gmail.com

Director of Field Operations
 Eric Hjermstad
 406-581-3360
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Alisa Hjermstad
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westernweather.alisa@gmail.com

Western Weather Consultants LLC.
 P.O. Box 58
 Durango, CO 81302
 833-216-1820

Weather Modification/Cloud Seeding

The act of enhancing
snow/precipitation

Abba Ahmed

WATER RESOURCES PROJECT MANAGER,
AURORA WATER



BACKGROUND

- After the significant drought starting early 2000, many new WM permits have been developed. Why?
- Colorado is a strategic state with the headwaters of major river basins, and
- Downstream states are reliant on the snowpack and stream flow generated in Colorado.



AUTHORITY/RULES

- Section 36-20-107(1), C.R.S (2011), empowers the Executive Director of DNR to promulgate rules necessary to effectuate the purpose of the Weather Modification Act of 1972.
- The purpose of the rules are to provide regulations of and standards for weather modification in Colorado in accordance with the legislative declaration provided by the Act, section 36-20-101(3)(a), C.R.S.



PERMITS/PROGRAMS

- There are currently 6 permitted weather modification programs in Colorado;
- Central Colorado Mountain River Basins (CCMRB):
- Vail/Beaver Creek Program (Vail/Beaver Creek Ski Areas)
- Upper Gunnison River Basin Program
- Grand Mesa
- San Juan Mountains Program
- North Platte Basin Airborne Cloud Seeding Project



OBJECTIVE OF THE PROGRAM

- The objective is to increase snowfall in the early season and overall snowpack for the entire winter season, and
- To increase snow snowfall and rainfall augmentation to increase water supply



Cloud seeding/Agent Used

- Common seeding agent is microscopic sized particles of silver iodide (AgI).
- These silver iodide particles are dispersed either from the ground or aircraft.
- Precipitation increases range from
 - 10 to 15% (in wintertime cold climate areas)
 - 20 to 25% (in more maritime tropical regions).



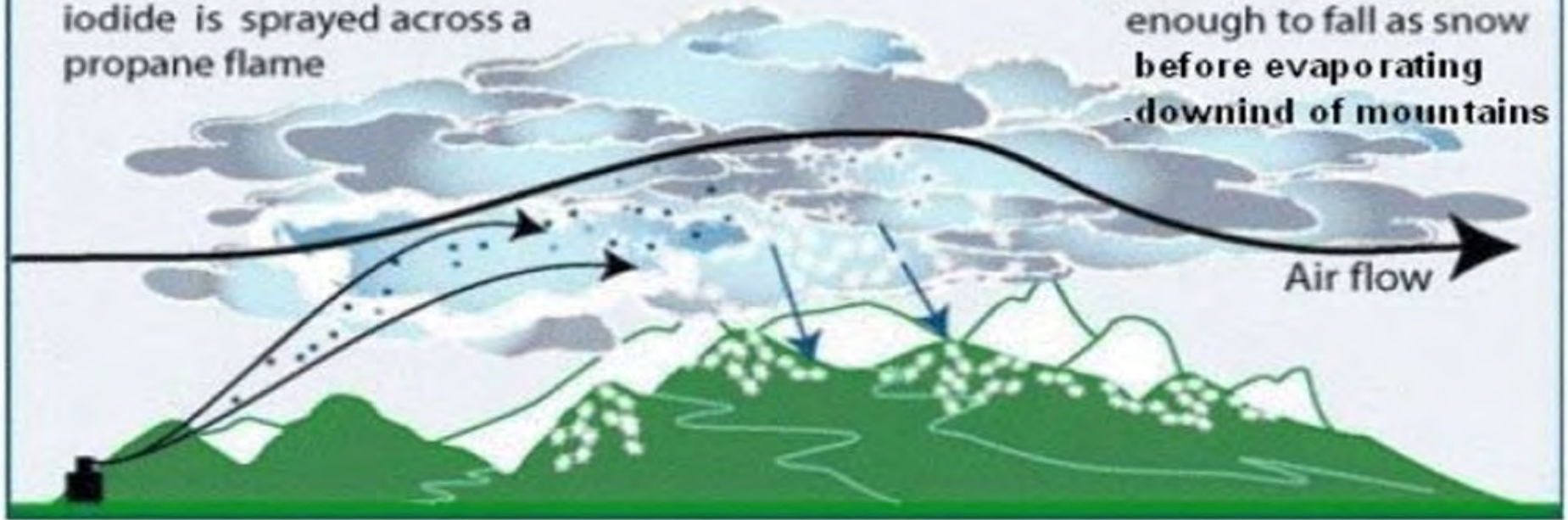
METHODS

- Cloud seeding Using Planes.
- Seeding Using Manual Generator.
- Seeding Using Remote Generator.



Winter Seeding - Silver Iodide

1. A minute amount of silver iodide is sprayed across a propane flame
2. The silver iodide particles rise into the clouds
3. The silver iodide causes cloud SLW to freeze and create ice crystals
4. Ice crystals grow big enough to fall as snow before evaporating downwind of mountains



Effectiveness of the Program

- Available snowpack data was evaluated by WWC to estimate cloud seeding program effectiveness.
- Results suggest the CCMRB Program activities produced additional 94,413-to-112,652-acre feet of water within the target area
- Reference: CCMRB annual report 2021-2022; Target/ Control Evaluation of the CCMRB Winter Cloud Seeding Program.



Effectiveness of the Program

- Eastside Roaring Fork River Basin above Basalt (Twin Lakes Area) =2,972 acre-feet
- Frying Pan River Basin above Ruedi Dam (Busk Ivanhoe Reservoir Area) =5,684 acre-feet
- Eagle River Basin above Edwards =25,576 acre- feet
- Reference: CCMRB annual report 2021-2022; Target/ Control Evaluation of the CCMRB Winter Cloud Seeding Program.





The Budget

- The parties agree to pay the following as participants in the CCMRB Program:
- **A). Front Range Water Council Members**
 - i. Northern Colorado Water Conservancy District \$25,000
 - ii. Southeastern Colorado Water Conservancy District \$25,000
 - iii. Aurora Water \$25,000
 - iv. Pueblo Board of Water Works \$12,000
 - v. Denver Water \$25,000
- B). Colorado River Water Conservation District** \$50,000
- C). Intrawest/Winter Park Operations Corp. (Winter Park)** \$5,000
- D). Eagle River Water/Sanitation District** \$15,000
- E). Upper Eagle Regional Water Authority** \$15,000



REFERENCES

- North American Weather Modification Council <http://www.nawmc.org/>
- CWCB: <http://cwcb.state.co.us/>
- Weather Modification Association: <http://www.weathermodification.org/>
- <http://www.nawcinc.com/>
- North American Weather Consultants Cooper & Jolly 1970;
- Howell 1977; Klein 1978; Dennis 1980; Harris 1981;
- Todd & Howell 1985; Berg 1988; Reinking et al. 1995;
- Eliopoulos & Mourelatos 1998; Ouzounidou & Constantinidou 1999;
- Di Toro et al. 2001; Bianchini et al. 2002; Tsiouris et al. 2002a; Tsiouris et al. 2002b; Christodoulou et al. 2004;
- Edwards et al. 2005; Keyes et al. 2006; Williams & Denholm 2009;



Water Policy Committee (WPC) Meeting
November 17, 2021

Members Present: Council Member Allison Hiltz Vice Chair (Absent); Council Member Alison Coombs

Absent: Council Member Crystal Murillo Chair

Others Present: Casey Rossman, Leiana Baker, Greg Baker, Gail Thrasher, Steve Sciba, Kathy Kitzmann, Abba Ahmed, Sarah Young, Laura Perry, Christine McKenney, Alex Davis, Marshall Brown, Fernando Aranda, Jack Bajorek, Ian Best, Dan Brotzman, Chad DiFalco, Rory Franklin, Sonya Gonzalez, Greg Hansen, Rick Kienitz, Janet Marlow, John Murphy, Stephanie Neitzel

1. Approval of Minutes

The October 20, 2021, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Summary Report
- B. Monthly Water Supply Update
- C. Quarterly Financial Report

Summary of Issue and Discussion: Council Member Coombs asked, what is the outlook for precipitation this winter. M. Brown replied, the forecast is not optimistic for this winter. We will watch our storage levels and maximize our Prairie Waters as much as we can to put us in a better place for next year.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Central Colorado Mountains River Basin (CCMRB) Weather Modification Program Cost Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation. The proposed agreement allows Aurora to share in the costs for cloud seeding services in the program target area of the Upper Colorado River Basin in Pitkin, Eagle, Summit and Grand counties. Aurora's cost share will be \$9,600 of the \$100,000 committed by several different entities through this 2021-2022 CCMRB program cost share agreement. The Colorado River District will coordinate funding and administer the contract with the program consultants. The \$100,000 from this agreement will be used in conjunction with approximately \$125,000 from the Colorado Water Conservation Board, \$27,000 in carry over funding from last years' program, and additional amounts received from other funding sources. The Colorado River District anticipates contracting approximately \$269,000 on behalf of the CCMRB program which includes additional funding from Winter Park and from the Desert Research Institute.

Council Member Coombs asked, the most recent citations for the articles was 2009. Is that because the studies have been going on since the 1960's and was they studied as much as they could and it's not ongoing? A. Ahmed replied, yes. Council Member Coombs asked, we see no particular impact to human life, plants and water supplies. Did any of the studies look at the soil and any particular changes to or impacts to the soil? A. Ahmed replied, looking into the soil is all part of the equation and we can suggest them to add to the study. M. Brown added, my guess is there is something in the studies and we can go back and look at that. Council Member Coombs added, I was curious and can go back and look at the studies.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost Sharing Agreement and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost Sharing Agreement and will forward to Study Session for consideration.

4. Piney Lake Trails LLC Water and Sewer Services Agreement

Summary of Issue and Discussion: S. Young shared a map showing the proposed development outside of Aurora City limits that has requested water and sewer service from Aurora Water to serve 180 single family homes and common area irrigation. The low density "Piney Lake Trails" development is located south of County Line Road and the Blackstone Country Club, between S. Powhaton Road and S. Monaghan Road.

Council Member Coombs asked, what are the lot sizes and are they irrigating the backyard? S. Young replied, one acre. They have the ability to decrease the turf size and thus decrease the calculation of the connection fees to help encourage the use of less irrigation on those large lots. M. Brown added, they are also eligible through the allocation agreement, which is voluntary. A large lot is going to trigger their connection fee to go up. These properties are paying one and a half times the rates and fees. There are strong financial incentives for them to create efficiencies in outdoor irrigation. These lots will have no turf in the front yards.

Follow-Up Action: The Committee supports the Piney Lake Trails LLC Water and Sewer Services Agreement and forwarded to Study and will forward to Study Session for consideration.

5. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: M. Brown stated, there are a couple of reimbursement agreements that were due to go to the December meeting. Can we give an overview today and move them on to the next Study Session? The Committee was given an overview of the agreements by S. Young. The Committee agreed to move them to next study session.

Outcome: The Committee supports these agreements and forwarded to next Study Session for consideration.

Follow-Up Action: The Committee supports these agreements and will forward to the next Study Session for consideration.

6. Confirm Next Meeting

There will be no meeting in December.

X 
Steve Sundberg (Jan 20, 2022 13:58 MST)

Steve Sundberg
Chair, Water Policy Committee

11-17-21 WPC Minutes Draft

Final Audit Report

2022-01-20

Created:	2022-01-20
By:	Casey Rossman (crossman@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjbrPwaSqorzh75mgV8D-IkZUCoTK28UZ

"11-17-21 WPC Minutes Draft" History

-  Document created by Casey Rossman (crossman@auroragov.org)
2022-01-20 - 2:02:41 PM GMT- IP address: 63.149.121.82
-  Document emailed to Steve Sundberg (steve.sundberg@auroragov.org) for signature
2022-01-20 - 2:03:11 PM GMT
-  Email viewed by Steve Sundberg (steve.sundberg@auroragov.org)
2022-01-20 - 8:36:58 PM GMT- IP address: 67.177.254.240
-  Document e-signed by Steve Sundberg (steve.sundberg@auroragov.org)
Signature Date: 2022-01-20 - 8:38:48 PM GMT - Time Source: server- IP address: 67.177.254.240
-  Agreement completed.
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MINUTES

Regular Meeting of the Aurora City Council

Monday, December 20, 2021

1. **RECONVENE REGULAR MEETING OF DECEMBER 20, 2021, CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for December 20, 2021, at 6:30 p.m.

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

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

Council Member Jurinsky had connection issues and could not be counted at the time.

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

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

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

5. **APPROVAL OF MINUTES**

5.a. December 6, 2021, Meeting Minutes

Motion by Gardner, second by Zvonek, to approve the minutes of the December 6, 2021, City Council meeting, as amended.

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

6. **PROCLAMATIONS/CEREMONY**

None

7. **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.*

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

10.d. Central Colorado Mountain River Basin (CCMRB) Weather Modification Program

R2021-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST-SHARING AGREEMENT

Abba Ahmed, Water Resources Project Manager, Aurora Water / Christine McKenney, Manager of Client Services, City Attorney

Alexandra Davis, Deputy Director of Water Resources, Aurora Water, gave a summary of the item.

Motion by Bergan, second by Gardner, to approve Item 10d.

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

10.e. Support to Create a Business Safety and Security Update Grant Program

R2021-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO CREATE A BUSINESS SAFETY & SECURITY UPGRADE GRANT PROGRAM

Curtis Gardner, Council Member / Tim Joyce, Assistant City Attorney

Council heard public call-in testimony on the item.

Council Member Gardner provided an overview of the item.

Motion by Gardner, second by Zvonek, to approve item 10e.

Council Member Jurinsky stated her support for the item. She expressed concerns that bigger corporations with multiple locations in the City would have their multiple locations approved in one application ahead of the single operator owners and asked for verbiage to that effect be added to the resolution. Council Member Gardner stated he intentionally left the resolution generic because he felt the purpose of a resolution was to give policy direction to staff. He stated he would like to see City staff create an implementation program and bring it to Council for review of those specifics. He stated he would be supportive of that language, but he did not want to be overly prescriptive in the policy direction.

Mayor Coffman pointed out Council was voting on policy now so that was a problem.

♦ *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
January 18, 2023

Members Present: Council Member Steve Sundberg Chair, Council Member Alison Coombs
Vice Chair, Council Member François Bergan

Absent:

Others Present: Casey Rossman, Greg Baker, Marshall Brown, Rachel Allen, Fernando Aranda, Ian Best, Dan Brotzman, Steve Cann, Alex Davis, Dick Eason, Steve Fiori, Michelle Gardner, Sonya Gonzalez, Dan Mikesell, John Murphy, Gail Thrasher, Tim York, Sarah Young, Adam Waters, Abba Ahmed, Morgan Hopkins-Crawly, Diana Denwood, Eric Schneider

1. Approval of Minutes

The December 20, 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: CM Bergan asked how the reservoirs are doing in terms of storage? J. Murphy replied, at the end of December, we are about 55% of storage capacity. CM Sundberg asked, how does that compare to last year? J. Murphy replied, at the end of December of last year, the reservoirs had 10,000 acre feet more of storage than this year. G. Baker added, we can project out to early April when we start to see run-off and we will probably be about 48-49% of storage capacity which is lower than we have been since 2013.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Citizen's Water Advisory Committee (CWAC) Quarterly Report

Summary of Issue and Discussion: D. Eason gave an overview of who CWAC is, their purpose and what the Water Policy Committee can expect to hear with their quarterly reports.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation.

CM Bergan asked, if the cloud-seeding only took place until April? A. Ahmed responded, yes, it takes place from November to April and is based on climate, we cannot seed without the right temperature. CM Bergan asked, why Colorado Springs had pulled out of the agreement? A. Davis replied, it had a lot to do with the leadership at Colorado Springs, who were opposed to the program. However, with new leadership, we are hoping they will participate in the program again.

CM Coombs asked, with the escalating costs, if more partners were involved, would that lower the cost for each partner and if we will expect a continued escalation of the cost of actual materials for this project? A. Ahmed responded, yes, the more partners that are involved, the lower the cost depending on each partner's budget. However, costs are also dependent on market forces which are also a factor in the increasing cost, this is especially true when transitioning from manual to automatic generators.

CM Bergan asked, is the transition to the automatic generators a significant cost difference? Or are we just trying to phase those in? A. Ahmed replied, we are slowly phasing in the automatic generators, but the manual generators are still effective.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and will forward to the next Study Session for consideration.

5. Citizen's Water Advisory Committee (CWAC) Restructure Proposal

Summary of Issue and Discussion: M. Brown discussed restructuring CWAC to become more involved with challenges in the water supply space including evaluating water supply proposals, reviewing large projects who may use a lot of water but may add a substantial economic value to the city, evaluating extra territorial requests to provide water outside our service area, and annexations that may have water supply implications. CWAC is supportive of the restructure.

CM Bergan responded with concerns about adding bureaucracy to the process, especially on annexations and large projects which is Council's responsibility to make decisions on. CM Bergan added, she did not have an issue with CWAC reviewing water supply proposals but has concerns with the other suggestions which may add an extra step when they can come to executive session for evaluation. M. Brown responded, that we do bring the extra territorial and annexation request to executive session however, the large projects proposals are not historically brought to executive session and are evaluated by staff based on potential water usage. CM Bergan suggested developing formal guidelines for evaluating large projects and bringing those to Council for approval. M. Brown responded, we are planning on doing that for potential large users, but we would be able to utilize CWAC for users proposing large gallon per day usage. The developer will have the opportunity to present to CWAC which will provide an additional perspective as well as an alternative to developers lobbying to individual Council Member's. CM Bergan stated she is agreeable to CWAC evaluating water supply proposals and large projects but would prefer the extra territorial requests and annexations continue to be presented to Council. M. Brown agreed.

CM Coombs added, she would like to see CWAC evaluate the budget as well due to the high interest from residents. M. Brown stated, CWAC would still be involved in reviewing the budget but would add water supply as a main focus.

M. Brown also proposed adding an additional commercial entity to the committee for a total of two on the committee whose terms would be staggered. Additionally, members of the committee would be selected based on basic qualifications including some water supply knowledge, completed water tours of facilities, completed Aurora Water courses and/or some level of exposure or familiarity with water supply in the West. CM Coombs had some concerns with residents who would like to be involved but do not meet those basic qualifications. M. Brown replied, that as long as potential members are willing to demonstrate an interest in water supply and willing to invest time in water supply education they would qualify.

M. Brown stated that the department in conjunction with the City Attorney's office and the City Clerk's office would work to draft the new bylaws and ordinance and will return to the Water Policy Committee to present once they are completed.

Outcome: Informational only.

Follow-Up Action: Information only.

6. Water Availability Resolution – Stage 1

Summary of Issue and Discussion: G. Baker gave a presentation on the advancement of the water availability stage 1 drought restrictions to be enacted in May 2023 based on the state of our current reservoir storage capacity levels.

CM Bergan asked to explain what stage 1 would entail. G. Baker stated, it would mean only two (2) days a week for outdoor irrigation instead of the three (3) day a week schedule currently in place. This will achieve a 10% savings to our storage capacity. CM Bergan was concerned for residents as the turf ordinance was already enacted as well as a ban on water features. She was also concerned with homeowner's associations (HOA's) fining residents for having brown grass due to the restrictions. M. Brown responded, those measures associated with this drought restriction are for long-term sustainability instead of responding to short-term emergencies. Part of the reasoning of bringing this to Council early is to distribute communications quickly so residents are aware and HOA's understand that we are in severe drought conditions and not to fine residents for brown grass. Additionally, if conditions improve, the Stage 1 restrictions will be lifted.

Outcome: The Committee supports the Water Availability Resolution – Stage 1 moving forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee forwarded the Water Availability Resolution – Stage 1 to the next Study Session for consideration.

7. Proposed Drought Surcharge Adjustment to the Rate Ordinance

Summary of Issue and Discussion: F. Aranda gave a presentation.

CM Sundberg asked, if the impacts of the surcharge are small, how is that a dissuading factor for outdoor water usage? Additionally, wouldn't the rate increase that was just passed act as discouragement? M. Brown responded, historically, rate increases, and drought stage 1 water restrictions have not led to great reductions in outdoor water usage with residents' opting to water for longer time periods on their scheduled two-days a week. The goal with the surcharge is to offer a financial incentive to those residents who follow the suggested watering reductions. Residents who continue to water the same amount as last year, with no reduction in water usage, will see an increase in their water bill by 20%.

CM Bergan asked, if residents not using over 5,000 gallons per day are not receiving surcharges now, why would we change what we are doing? M. Brown responded, since we are not currently in a drought stage, surcharges are not in effect. CM Bergan asked, so the theory is if you go from three (3) days of outdoor watering to two (2) days of outdoor watering you would not receive the surcharges? M. Brown responded, the surcharge will be on all outdoor irrigation, but if you reduce watering to two (2) days a week, your bill will look exactly the same as last year even with the inclusion of the surcharge. Additionally, with the use of zone monitoring or smart sprinkler systems, which could provide further cost-savings through reduced outdoor watering. CM Bergan asked, if conditions improve, will the stage 1 drought restriction be lifted? M. Brown stated yes, and the surcharges will go dormant.

CM Coombs suggested looking at how we can assist residents with large back yards who cannot afford to replace their turf. M. Brown agreed.

Outcome: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and forwarded to the next Study Session.

Follow-Up Action: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and will forward to the next Study Session.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

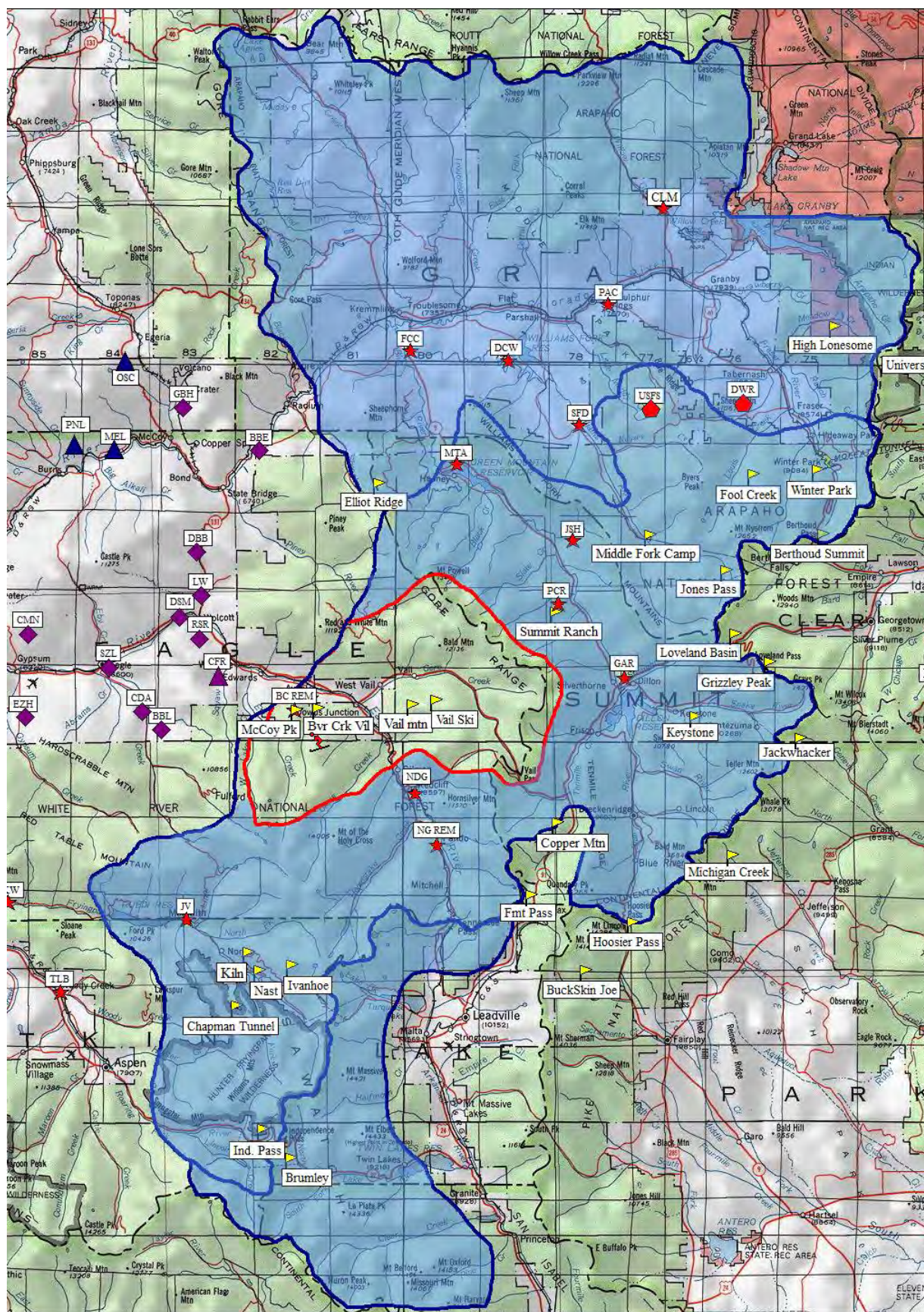
Outcome: Informational only.

Follow-Up Action: Information only.

9. Confirm Next Meeting

The next meeting is scheduled for February 15, 2023, 10:30 a.m. via WebEx.

2023 Central Colorado Mountains River Basin (CCMRB) Program Weather Modification Target Area Map





CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora approving the Central Colorado Mountains River Basin Weather Modification Program cost-sharing agreement.

Staff contact: Kathy Kitzmann, Water Resources Principal, Aurora Water

Staff Source/Legal Source: Abba Ahmed, Water Resources Project Manager, Aurora Water / Ian Best, Asst. City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding for the Cost-Sharing Agreement in the amount of \$25,000.00 will be from the Water Fund Operating Budget.

ORG: 52033 (Arkansas Valley Range Project); Account: 64947 (IGA Payments)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Stage 1 – Water Availability
Item Initiator: Greg Baker, Manager of Public Relations, Aurora Water
Staff Source/Legal Source: Greg Baker, Manager of Public Relations, 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: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

Greg Baker, Manager of Public Relations, 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 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: 1/18/2023

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.)*

On April 20, 2022, a water availability conditions presentation with given to the Water Policy Committee as an informational item.

On November 16, 2022, the Water Management Plan was presented to the Water Policy Committee as an informational item.

On January 18, 2023, the Water Policy Committee supported moving the APPROVAL OF A RESOLUTION expressing the Aurora City Council's declaration of Stage I water availability conditions effective May 1, 2023, forward to Study Session.

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

The Water Management Plan is used as per the rules and regulations described under Section 138-189 of the City Code to administer applicable water management and water wasting practices. These rules and regulation are required to meet the annual targets of water demand for the adopted water availability conditions response stage. In accordance with the Water Management Plan, City Council will adopt a Water Availability Resolution (Drought Stage) that implements a level of restrictions to meet the objectives of the water system. At present, the Water Availability Stage is at NORMAL, in which permanent conservation measures are in effect, which limits landscape watering to no more than a 3 day-per-week and prohibits watering between 10 am to 6 pm.

Since 2020, snowpack has been well below the respective annualized average. Across the three basins utilized by Aurora Water, the Colorado River, Arkansas River and South Platte River basins, **Aurora's storage levels are projected to be below 50% of capacity by early April.** The Prairie Waters potable reuse system provides an **additional eight to ten million gallons per day to Aurora's water supplies, which helps preserve our mountain supply.** Our goals are to maintain a three-year supply whenever practicable.

Based on these conditions and weather forecasts, the General Manager of Aurora Water recommends that City Council declare a Stage I Water Availability as defined in the Water Management Plan. Stage I Water Availability **indicates that conditions are abnormally dry, the city's reservoirs are low and the anticipated run off from snowpack will be insufficient to replenish the water supply.** Stage I Water Availability implements a mandatory 2-day-week watering limitation based on address (odd/even), as well as a reduction in watering variance allowances for irrigation accounts. These efforts are targeted to result in a 20% savings in outdoor water use citywide. Stage I does include surcharges as defined by the rate ordinance. Stage I Water Availability will be effect until it is modified by further Water Availability Resolution.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF A RESOLUTION expressing the Aurora City Council's declaration of Stage I water availability conditions effective May 1, 2023, forward to the next Council meeting?

LEGAL COMMENTS

City Council shall determine the water availability stage by supplemental resolution. (City Code §138-223(a)(2)(b)) (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: See Attached Fiscal Impact Form

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☒ Nominal

If Significant or Nominal, explain: This drought surcharge adjustment will result in increased cost for higher water use for outdoor irrigation. Should outdoor water reductions achieve targeted goals of 20%, this adjustment should be cost neutral for customers.

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

WHEREAS, the City Council has declared that as a result of the past drought conditions and a commitment to the wise stewardship of the finite water resources available to the City of Aurora ("Aurora"), a water management practice that effectively protects the health, safety, and welfare of the citizens of Aurora and those served by the Aurora water delivery system is warranted in an effort to continue conservation; and

WHEREAS, Aurora Water has prepared the “Aurora Water Management Plan” to promote efficient use of water for both indoor and outdoor purposes and to describe the rules and regulations as required by Section 138-189 of the Aurora City Code to administer the Water System; and

WHEREAS, the Aurora Water Management Plan was developed to describe effective management practices applicable to various water availability conditions; and

WHEREAS, the General Manager of Aurora Water has reviewed Aurora’s water availability conditions based on the snowpack and reservoir levels and recommends that water availability be declared as “Stage I” as that term is defined in the Aurora Water Management Plan.

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

Section 1. The Aurora City Council resolves and declares “Stage I” water availability conditions exist within the City of Aurora effective as of May 1st, 2023.

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

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

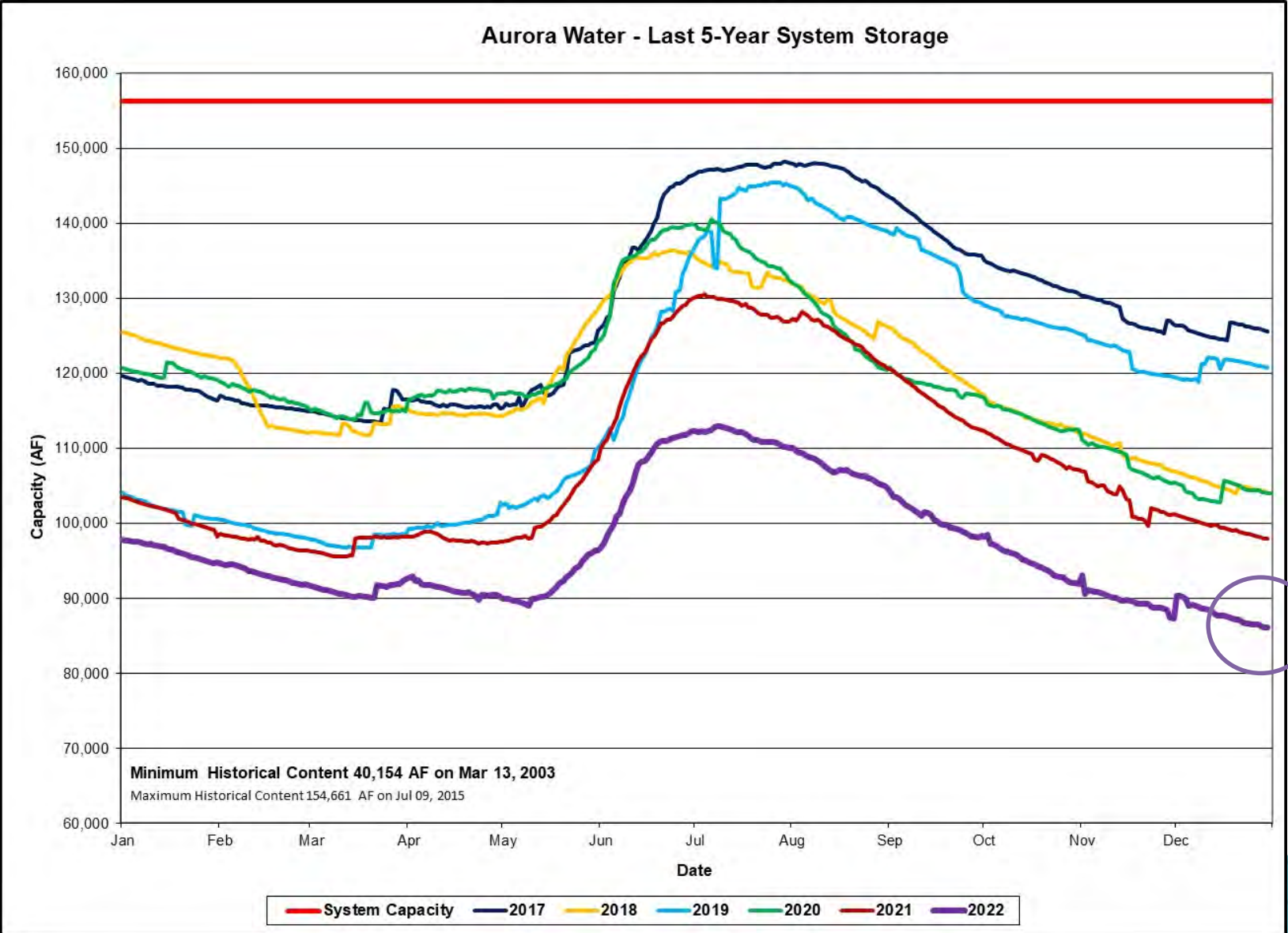
RLA

IAN BEST, Assistant City Attorney

Water Availability Resolution

**Request to move to
Stage I Water Availability**

Current Storage

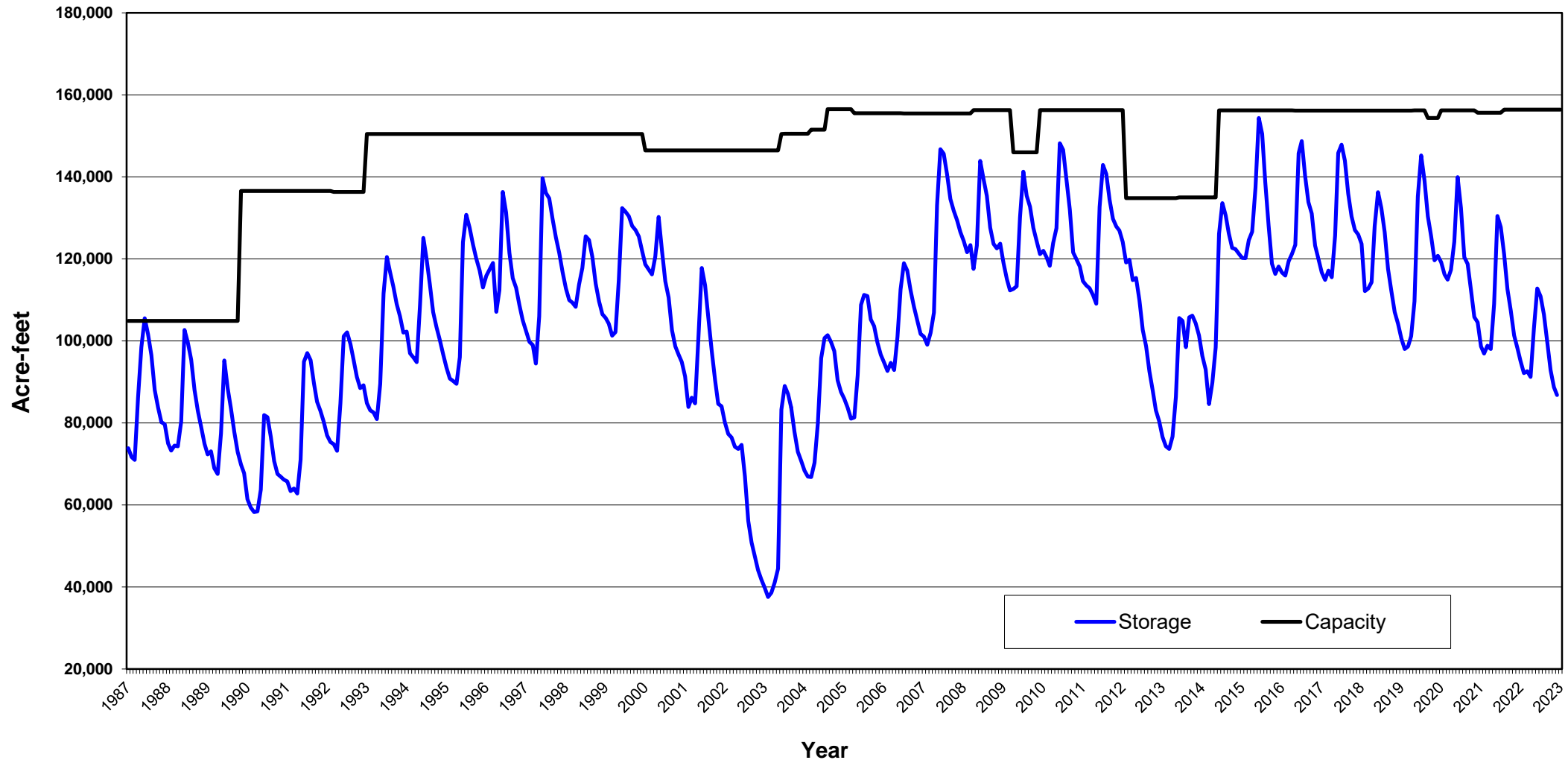


Projected to 48-49%
by mid-April



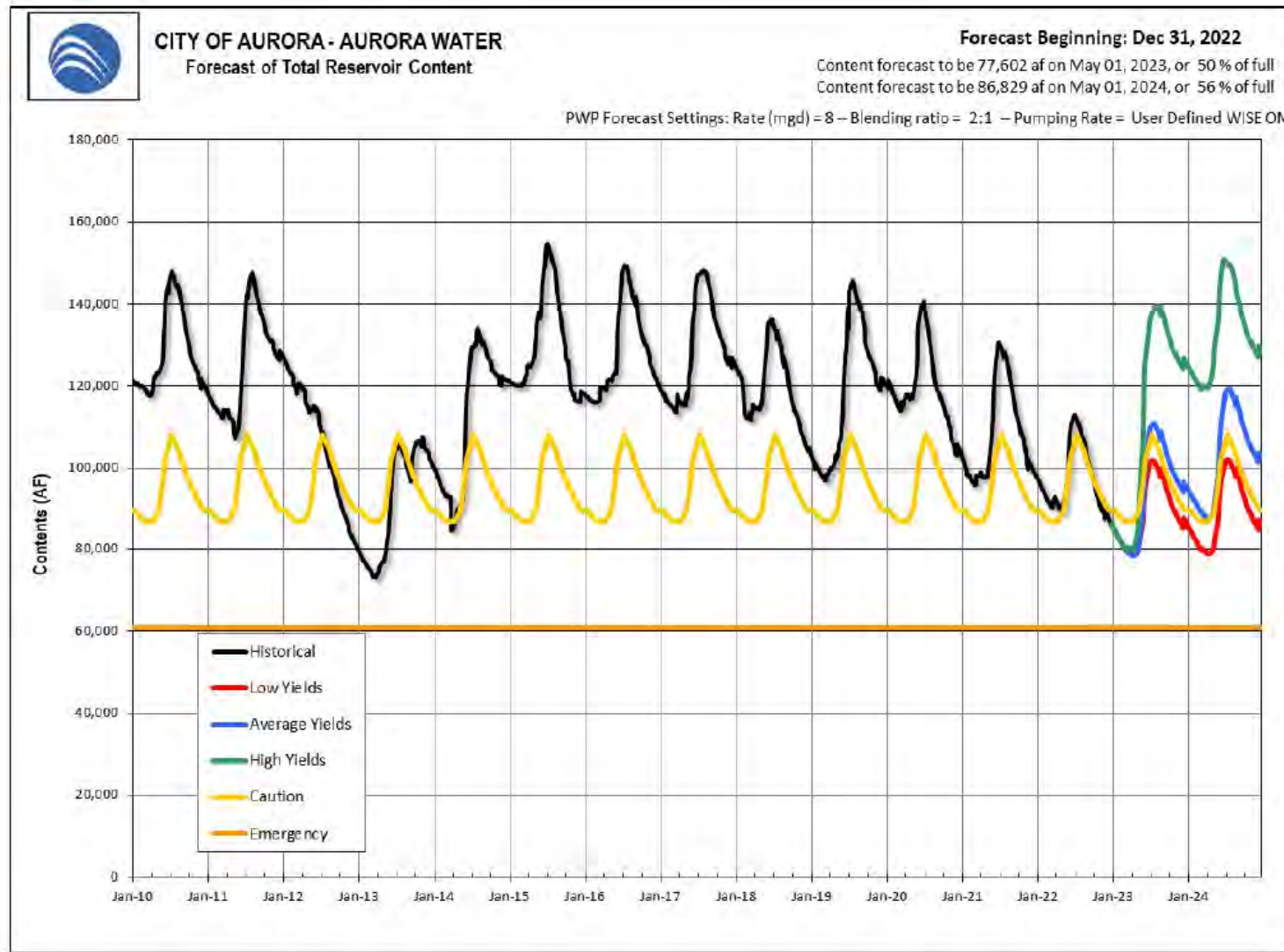
Current Storage

Storage Capacity vs. Total Storage



AURORA
WATER

Current Storage



Water Management Plan

The purpose of the Aurora Water Management Plan is to provide a framework for the City of Aurora's water demand reductions in the event of drought or other water emergencies.

Authorization

Aurora City Code 138-223 (b)

- (2) The allowable citywide outdoor allocation shall be determined by city council and is a function of the reservoir levels, usage, and the projected yield of the water supply system and will be described in the current water management plan.
- (3) 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.

Water Management Plan Implementation

- “Water Availability” Resolution from City Council
- Use of “Water Availability” Stages
 - Limits outdoor water use only - Irrigation primarily
 - Day per week restrictions
 - Enforceable through fines attached to water bill
 - Can result in surcharges to rates

Current Triggers

Water Availability Stage Conditions and Demand Reduction Recommendation				
Water Availability Stage	NORMAL	Stage I SEVERELY DRY	Stage II EXCEPTIONALLY DRY	Stage III EMERGENCY CONDITIONS
Trigger - Months of supply based on current demand	Above 30 months	30-25 months	24-13	12 months or less
Demand Reduction Recommendation (outdoor use only)	0%	20%	50%	100%

Water Management Plan Implementation

- Current WMP stages
 - Normal – 3 day per week, non-fixed
 - Stage I – 2 day week, fixed days, surcharge, 20% reduction
 - Stage II – 1 day week, fixed day, surcharge, 50% reduction
 - Stage III – No outdoor water use, surcharge, 100% reduction
- Watering Variance Program for large properties

Communications

- Full communications plan
- Targeting
 - Residential users
 - HOAs & Metro Districts
 - Ward meetings
 - Commercial & other large properties
 - City Employees
- Outreach Tools
 - General media
 - City outlets
 - News Aurora
 - Aurora TV
 - Social media channels
 - Events & large meetings
 - Direct mail
 - City advertising venues

Effective May 1, 2023

Aurora Water is requesting that the Water
Availability Stage be changed from
Normal (3 day-per-week) to
Stage I (2 day-per-week)



CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration of the City Council of the City of Aurora to APPROVE A RESOLUTION expressing the Aurora City Council's declaration of Stage I water availability conditions effective May 1st, 2023

Staff contact: Greg Baker, Manager of Public Relations, Aurora Water

Staff Source/Legal Source: Greg Baker, Manager of Public Relations, Aurora Water / Ian Best, Asst. City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- ☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

This drought surcharge adjustment should result in reduced outdoor water use. Should outdoor water use rise above the 20% targeted reduction, the result will be increased revenue. If outdoor water reductions achieve the targeted goals of 20%, this adjustment would be revenue neutral.

Org: 0500 (Water Ops Fund Admin)

Account: 45240 (Utility Sales – Drought Surcharge) Org: 0500 (Water Ops Fund Admin)

Account: 45240 (Utility Sales – Drought Surcharge)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

Water Policy Committee (WPC) Meeting
April 20, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Casey Rossman, Dawn Jewell, John Murphy, Steve Fiori, Leiana Baker, Jo Ann Giddings, Greg Baker, Ian Best, Lauren Maggert, Laura Perry, Marshall Brown, Alex Davis, Rachel Allen, Sarah Young, Fernando Aranda, Dan Brotzman, Chad DiFalco, Rory Franklin, Melina Bourdeau

1. Approval of Minutes

The March 16, 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. Consideration to appoint one (1) member and reappoint one (1) member to the Metro Water Recovery District Board

Summary of Issue and Discussion: J. Giddings stated, on June 30, 2022, two of the six, City of Aurora, Metro Board Directors' terms will expire. Directors with expiring terms are Bob LeGare and John Dingess. Bob LeGare was appointed in 2020 for a two-year term expiring in June of 2022 and is seeking reappointment. John Dingess was reappointed in 2020 for a two-year term also expiring in June of 2022 and will not seek reappointment. Member select James DeHerrera is recommended to take the Director appointment that will be vacated by John Dingess in June of 2022 for a two-year term expiring in June of 2024.

Outcome: The Committee supports Consideration to appoint one (1) member and reappoint one (1) member to the Metro Water Recovery District Board.

Follow-Up Action: Forward to Study Session for consideration.

4. Intergovernmental Agreement (IGA) between the City of Aurora, the Bureau of Land Management and the City of Thornton regarding the Water Rights for Trout Creek Augmentation

Summary of Issue and Discussion: D. Jewell gave an overview of the IGA. This IGA will be effective as of April 1 in the calendar year it is signed and will remain in effect for 10 years. The agreement will renew automatically at the end of the 10-year term unless any of the parties decides to modify or terminate the agreement. Any of the three parties may modify or terminate this agreement with notice to, and consent from, the other parties.

Outcome: The Committee supports the Intergovernmental Agreement (IGA) between the City of Aurora, the Bureau of Land Management and the City of Thornton regarding the Water Rights for Trout Creek Augmentation.

Follow-Up Action: Forward to Study Session for consideration.

5. Reimbursement Agreement with Metro Water Recovery for the Design, Construction and Easement Costs for Connection Infrastructure to the Second Creek Interceptor

Summary of Issue and Discussion: S. Young gave a presentation.

Council Member Lawson asked, how are regulations and inspections handled? S. Young replied, regulations, infrastructure planning, and inspections coordination are done with the District and District members, including Aurora, at the board level and staff level.

Outcome: The Committee supports the Reimbursement Agreement with Metro Water Recovery for the Design, Construction and Easement Costs for Connection Infrastructure to the Second Creek Interceptor.

Follow-Up Action: Forward to Study Session for consideration.

6. Crossroads Offsite Sanitary Reimbursement Agreement

Summary of Issue and Discussion: S. Young gave a presentation.

Outcome: The Committee supports the Crossroads Offsite Sanitary Reimbursement Agreement.

Follow-Up Action: Forward to Study Session for consideration.

7. Fulenwider Second Creek Southwest Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young gave a presentation.

Council Member Lawson asked, is there a capital improvement pre-assessment done prior to the agreement? S. Young replied, yes, it is part of our asset management plans, related inspections and project funding and prioritization planning.

Outcome: The Committee supports the Fulenwider Second Creek Southwest IGA.

Follow-Up Action: Forward to Study Session for consideration.

8. Aurora Water Drought Response and Management Plan Presentation

Summary of Issue and Discussion: L. Maggert and G. Baker gave a presentation.

Council Member Sundberg asked, how is the soil measured for saturation? G. Baker replied, samples are pulled directly from the ground. M. Brown added, there are remote sensors and satellites as well. Sundberg – can you track water usage? L. Maggert replied, yes. Demands are staying steady. G. Baker added, we are still treating less water due to conservation measures. S. Young added, in the Integrated Water Use Management Plan – projections are based on growth. Council Member Lawson asked, do newly built reservoirs stay empty if we do not have the water to fill them? L. Maggert replied, when in a drought the reservoirs take a longer to fill. M. Brown added, drought will affect our ability to keep water in storage, the storage content in the reservoirs varies depending on the conditions.

Outcome: Informational only.

Follow-Up Action: Informational only.

9. Connection Fee Update

Summary of Issue and Discussion: F. Aranda gave a presentation. Water connection fees are charged to all new development connections to the water system. The fee is used to fund cost associated with developing the water system to meet demands of new customers. A fee increase of 3.9% is planned for 2023. The fee is designed to cover the costs of the system based on water needed for additional development and at the same time encouraging water conservation. Mr. Aranda presented a proposed water connection fee schedule for 2023 including an option for the proposed conservation ordinance if passed.

Council Member Gardner asked, would the proposed fee structure only apply if the ordinance passed requiring xeriscape and no grass? F. Aranda replied, the connection fee change is what we price regarding indoor versus outdoor use. Council Member Lawson asked, with the new ordinance does that include xeriscape in the front and backyard? F. Aranda replied, 500 square feet of turf is allowed in the backyard. It's mainly the front yard that will change.

Council Member Gardner asked, the status quo vs new ordinance assumes they will do the amount of xeriscaping that would be required under the proposed ordinance? F. Aranda replied, yes. Council Member Gardener continued, if they did not do that, then the savings would be less or could possibly go up? F. Aranda replied, no, this is using the maximum turf if the ordinance passed. If the ordinance doesn't pass and they put turf in the front and back the ordinance would not save them any money. Council Member Gardner asked, are there two items, the fee ordinance and the water conservation ordinance? F. Aranda replied, yes. The fee ordinance let's us recover the costs from what's driving the cost which outdoor use has always been more expensive because we don't recover nearly as much water. The turf ordinance is focused on water conservation.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Follow-up Discussion on the feedback regarding the Water Conservation Ordinance

Summary of Issue and Discussion: M. Brown stated, we will be bringing back the Water Conservation Ordinance to this meeting in May. The feedback is as follows: the developers want to know what the cost impact would be and incentives. The connection fee would be approximately \$2,500.00 less for SFR under the proposed turf ordinance. For the non-functional turf areas (tree lawn or street landscape areas) the feedback was good from residents on the proposed ordinance. Alley loaded properties don't have the opportunity to put turf in the backyard and we're drafting a change that would allow turf in the front yard specifically for those situations. Council Member Gardner asked, are the incentives that we're currently offering not enough? Is this something residents don't want? What type of outreach is being done? M. Brown replied, there have been ongoing conversations with HOA's, residents and Metro Districts in the newer developments for years. We've been reaching out to residents and helping people process their landscape rebate programs. Council Member Lawson asked, there's a new type of turf (not sure of the name) can that be installed instead of xeriscape? M. Brown replied, the ordinance focuses on cool weather turf and does not restrict the use of native grasses and other warm-weather turf types.

Outcome: Informational only.

Follow-Up Action: Informational only.

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 May 18, 2022, 10:30 a.m. via WebEx.

X 

Steve Sundberg
Chair, Water Policy Committee

Water Policy Committee (WPC) Meeting
November 16, 2022

Members Present: Council Member Steve Sundberg Chair, Vice-Chair, Council Member Curtis Gardner

Absent: Council Member Angela Lawson

Others Present: Rachel Allen, Fernando Aranda-Perozo, Greg Baker, Ian Best, Todd Brewer, Dan Brotzman, Marshall Brown, Steve Cann, Alex Davis, Steve Fiori, John Murphy, Swirvine Nyirenda, Casey Rossman, John Wesolowski, Brooke Bell, Adam Waters, Nicole Ankeney, Council Member Alison Coombs

1. Approval of Minutes

The October 19, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update
- C. Quarterly Financial Report

Summary of Issue and Discussion: CM Gardner asked what affect does temperature have on water supply? M. Brown replied that temperature does affect water supply more in the summer than in the winter. However, how quickly the soil freezes can affect run off, but more than temperatures wind will also affect sublimation where snow evaporates. A. Davis also added the warming temperatures can also have an impact of a reduction of 30% or more on stream flow.

CM Sundberg asked if we will be undertaking cloud seeding this year? Yes, we will be participating in cloud seeding this year however, Colorado Springs may not be participating.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Water Education Colorado Water Fluency Program

Summary of Issue and Discussion: Council Member Coombs gave a presentation on completing the program over the summer with a focus on the Gunnison River Basin.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. PROS Water Conservation – Past, Present, and Future

Summary of Issue and Discussion: B. Bell gave a presentation. The Parks, Recreation, and Open Space (PROS) and Aurora Water Departments have a long history of collaboration focused on data informed water conservation initiatives that include Kentucky Blue Grass turf conversions, irrigation controller and system replacements, alternative grass material evaluation, and use of xeric designs. The presentation includes water conservation accomplishments to date, gives perspective to PROS current water use, and describes the PROS plan to meet and exceed goals established in recent water conservation initiatives approved by City Council.

CM Gardner asked, when native grasses are installed or after installation do they require irrigation? J. Wesolowski, responded, there is irrigation for a two to three year period of irrigation to get the native grass established then can be tapered off. Gardner asked, would it be an option for Bermuda grasses in Colorado for golf courses? B. Bell responded that the Tahoma Bermuda grass is a cold-weather grass but would like more time to experiment with it before replacing the golf courses with it. M. Brown, agreed with Brooke and stated, there is more experimentation that needs to take place and may begin with a driving range to see how the Bermuda grass holds up. CM Gardner stated that he is glad to see that PROS is making the investments to preserve water supply through alternative grass material and xeric designs.

Outcome: The Committee supports the PROS Water Conservation – Past, Present, and Future.

Follow-Up Action: Forward to Study Session for consideration.

5. Intergovernmental Agreement (IGA) with the City and County of Denver regarding Sewer Discharge Connection

Summary of Issue and Discussion: S. Nyirenda gave an overview of the IGA. The City and County of Denver has a new customer constructing adjacent to Aurora's Segment 1E and requires connection for service. This agreement allows that connection and will initiate the ability to transfer this segment of the interceptor to Metro. The terms of the agreement are as follows:

- Denver is responsible for the connection costs.
- A target date for Metro transfer by 12-31-2024.
- Denver will be responsible for paying Metro rates directly and will therefore pay Aurora 65% of our internal customer rate for use of the interceptor.
- Denver must introduce a flowrate of less than 0.5 MGD average or 1.0 MGD peak.
- The term shall be 3 years or until Metro assumes Segment 1E.

Outcome: The Committee supports the Intergovernmental Agreement with the City and County of Denver regarding Sewer Discharge Connection.

Follow-Up Action: Forward to Study Session for consideration.

6. Intergovernmental Agreement (IGA) between the City of Aurora and the Bureau of Land Management for a Memorandum of Understanding for the purpose of preparing an Environmental Impact Statement for the Wild Horse Reservoir Project

Summary of Issue and Discussion: A. Davis gave an overview of the IGA. The Memorandum of Understanding (MOU) sets forth roles and responsibilities for the BLM and Aurora Water for the

purpose of hiring a third party contractor to prepare an Environmental Impact Statement (EIS) for the Wild Horse reservoir project. The MOU is an important step to begin the National Environmental Policy Act (NEPA) and Right of Way (ROW) permit processes. The costs associated with preparing the EIS and completing the ROW request (estimated cost of \$230,657.11) was addressed in a Cost Reimbursement Agreement approved by Council on July 25, 2022. The MOU and the third party contractor are a standard practice for permitting processes.

Outcome: The Committee supports the Intergovernmental Agreement between the City of Aurora and the Bureau of Land Management for a Memorandum of Understanding for the purpose of preparing an Environmental Impact Statement for the Wild Horse Reservoir Project.

Follow-Up Action: Forward to Study Session for consideration.

7. Aurora Water Management Plan Overview

Summary of Issue and Discussion: G. Baker gave a presentation on demand management in the event of drought or other water emergencies.

Outcome: Informational only.

Follow-Up Action: Informational only.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion:

Outcome: Informational only.

Follow-Up Action: Information only.

7. Confirm Next Meeting

The next meeting is scheduled for December 20, 2022, 9:00 a.m. via WebEx.


Steve Sundberg (Dec 21, 2022 08:37 HST)

Steve Sundberg
Chair, Water Policy Committee






11-16-22 WPC Minutes Final

Final Audit Report

2022-12-21

Created:	2022-12-20
By:	Casey Rossman (crossman@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn3-hMk6Rdu6XxSfdxsBSrwVBFZhZJ7S2

"11-16-22 WPC Minutes Final" History

-  Document created by Casey Rossman (crossman@auroragov.org)
2022-12-20 - 4:57:12 PM GMT- IP address: 63.149.121.82
-  Document emailed to steve.sundberg@auroragov.org for signature
2022-12-20 - 4:57:36 PM GMT
-  Email viewed by steve.sundberg@auroragov.org
2022-12-21 - 1:35:34 PM GMT- IP address: 67.177.254.240
-  Signer steve.sundberg@auroragov.org entered name at signing as Steve Sundberg
2022-12-21 - 1:37:39 PM GMT- IP address: 67.177.254.240
-  Document e-signed by Steve Sundberg (steve.sundberg@auroragov.org)
Signature Date: 2022-12-21 - 1:37:41 PM GMT - Time Source: server- IP address: 67.177.254.240
-  Agreement completed.
2022-12-21 - 1:37:41 PM GMT

Water Policy Committee (WPC) Meeting
January 18, 2023

Members Present: Council Member Steve Sundberg Chair, Council Member Alison Coombs Vice Chair, Council Member François Bergan

Absent:

Others Present: Casey Rossman, Greg Baker, Marshall Brown, Rachel Allen, Fernando Aranda, Ian Best, Dan Brotzman, Steve Cann, Alex Davis, Dick Eason, Steve Fiori, Michelle Gardner, Sonya Gonzalez, Dan Mikesell, John Murphy, Gail Thrasher, Tim York, Sarah Young, Adam Waters, Abba Ahmed, Morgan Hopkins-Crawly, Diana Denwood, Eric Schneider

1. Approval of Minutes

The December 20, 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: CM Bergan asked how the reservoirs are doing in terms of storage? J. Murphy replied, at the end of December, we are about 55% of storage capacity. CM Sundberg asked, how does that compare to last year? J. Murphy replied, at the end of December of last year, the reservoirs had 10,000 acre feet more of storage than this year. G. Baker added, we can project out to early April when we start to see run-off and we will probably be about 48-49% of storage capacity which is lower than we have been since 2013.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Citizen's Water Advisory Committee (CWAC) Quarterly Report

Summary of Issue and Discussion: D. Eason gave an overview of who CWAC is, their purpose and what the Water Policy Committee can expect to hear with their quarterly reports.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation.

CM Bergan asked, if the cloud-seeding only took place until April? A. Ahmed responded, yes, it takes place from November to April and is based on climate, we cannot seed without the right temperature. CM Bergan asked, why Colorado Springs had pulled out of the agreement? A. Davis replied, it had a lot to do with the leadership at Colorado Springs, who were opposed to the program. However, with new leadership, we are hoping they will participate in the program again.

CM Coombs asked, with the escalating costs, if more partners were involved, would that lower the cost for each partner and if we will expect a continued escalation of the cost of actual materials for this project? A. Ahmed responded, yes, the more partners that are involved, the lower the cost depending on each partner's budget. However, costs are also dependent on market forces which are also a factor in the increasing cost, this is especially true when transitioning from manual to automatic generators.

CM Bergan asked, is the transition to the automatic generators a significant cost difference? Or are we just trying to phase those in? A. Ahmed replied, we are slowly phasing in the automatic generators, but the manual generators are still effective.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and will forward to the next Study Session for consideration.

5. Citizen's Water Advisory Committee (CWAC) Restructure Proposal

Summary of Issue and Discussion: M. Brown discussed restructuring CWAC to become more involved with challenges in the water supply space including evaluating water supply proposals, reviewing large projects who may use a lot of water but may add a substantial economic value to the city, evaluating extra territorial requests to provide water outside our service area, and annexations that may have water supply implications. CWAC is supportive of the restructure.

CM Bergan responded with concerns about adding bureaucracy to the process, especially on annexations and large projects which is Council's responsibility to make decisions on. CM Bergan added, she did not have an issue with CWAC reviewing water supply proposals but has concerns with the other suggestions which may add an extra step when they can come to executive session for evaluation. M. Brown responded, that we do bring the extra territorial and annexation request to executive session however, the large projects proposals are not historically brought to executive session and are evaluated by staff based on potential water usage. CM Bergan suggested developing formal guidelines for evaluating large projects and bringing those to Council for approval. M. Brown responded, we are planning on doing that for potential large users, but we would be able to utilize CWAC for users proposing large gallon per day usage. The developer will have the opportunity to present to CWAC which will provide an additional perspective as well as an alternative to developers lobbying to individual Council Member's. CM Bergan stated she is agreeable to CWAC evaluating water supply proposals and large projects but would prefer the extra territorial requests and annexations continue to be presented to Council. M. Brown agreed.

CM Coombs added, she would like to see CWAC evaluate the budget as well due to the high interest from residents. M. Brown stated, CWAC would still be involved in reviewing the budget but would add water supply as a main focus.

M. Brown also proposed adding an additional commercial entity to the committee for a total of two on the committee whose terms would be staggered. Additionally, members of the committee would be selected based on basic qualifications including some water supply knowledge, completed water tours of facilities, completed Aurora Water courses and/or some level of exposure or familiarity with water supply in the West. CM Coombs had some concerns with residents who would like to be involved but do not meet those basic qualifications. M. Brown replied, that as long as potential members are willing to demonstrate an interest in water supply and willing to invest time in water supply education they would qualify.

M. Brown stated that the department in conjunction with the City Attorney's office and the City Clerk's office would work to draft the new bylaws and ordinance and will return to the Water Policy Committee to present once they are completed.

Outcome: Informational only.

Follow-Up Action: Information only.

6. Water Availability Resolution – Stage 1

Summary of Issue and Discussion: G. Baker gave a presentation on the advancement of the water availability stage 1 drought restrictions to be enacted in May 2023 based on the state of our current reservoir storage capacity levels.

CM Bergan asked to explain what stage 1 would entail. G. Baker stated, it would mean only two (2) days a week for outdoor irrigation instead of the three (3) day a week schedule currently in place. This will achieve a 10% savings to our storage capacity. CM Bergan was concerned for residents as the turf ordinance was already enacted as well as a ban on water features. She was also concerned with homeowner's associations (HOA's) fining residents for having brown grass due to the restrictions. M. Brown responded, those measures associated with this drought restriction are for long-term sustainability instead of responding to short-term emergencies. Part of the reasoning of bringing this to Council early is to distribute communications quickly so residents are aware and HOA's understand that we are in severe drought conditions and not to fine residents for brown grass. Additionally, if conditions improve, the Stage 1 restrictions will be lifted.

Outcome: The Committee supports the Water Availability Resolution – Stage 1 moving forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee forwarded the Water Availability Resolution – Stage 1 to the next Study Session for consideration.

7. Proposed Drought Surcharge Adjustment to the Rate Ordinance

Summary of Issue and Discussion: F. Aranda gave a presentation.

CM Sundberg asked, if the impacts of the surcharge are small, how is that a dissuading factor for outdoor water usage? Additionally, wouldn't the rate increase that was just passed act as discouragement? M. Brown responded, historically, rate increases, and drought stage 1 water restrictions have not led to great reductions in outdoor water usage with residents' opting to water for longer time periods on their scheduled two-days a week. The goal with the surcharge is to offer a financial incentive to those residents who follow the suggested watering reductions. Residents who continue to water the same amount as last year, with no reduction in water usage, will see an increase in their water bill by 20%.

CM Bergan asked, if residents not using over 5,000 gallons per day are not receiving surcharges now, why would we change what we are doing? M. Brown responded, since we are not currently in a drought stage, surcharges are not in effect. CM Bergan asked, so the theory is if you go from three (3) days of outdoor watering to two (2) days of outdoor watering you would not receive the surcharges? M. Brown responded, the surcharge will be on all outdoor irrigation, but if you reduce watering to two (2) days a week, your bill will look exactly the same as last year even with the inclusion of the surcharge. Additionally, with the use of zone monitoring or smart sprinkler systems, which could provide further cost-savings through reduced outdoor watering. CM Bergan asked, if conditions improve, will the stage 1 drought restriction be lifted? M. Brown stated yes, and the surcharges will go dormant.

CM Coombs suggested looking at how we can assist residents with large back yards who cannot afford to replace their turf. M. Brown agreed.

Outcome: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and forwarded to the next Study Session.

Follow-Up Action: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and will forward to the next Study Session.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

9. Confirm Next Meeting

The next meeting is scheduled for February 15, 2023, 10:30 a.m. via WebEx.



CITY OF AURORA

Council Agenda Commentary

Item Title: Auto Theft Penalty Enhancement
Item Initiator: Councilmember Dustin Zvonek
Staff Source/Legal Source: Pete Schulte, Public Safety Client Group Manager, City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION **IN 2023 TO REMOVE THE ELEMENT OF "VALUE" FOR MOTOR VEHICLE THEFT AND TO INCREASE THE PENALTY FOR COMMITTING MOTOR VEHICLE THEFT AND RELATED OFFENSES**

Sponsor: Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, 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: Federal, State & Intergovernmental Relations

Policy Committee Date: 1/27/2023

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.)

Resolution passed through FSIR on 1/27, 2-1 vote.

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

This Resolution provides City Support to the Colorado Assembly to amend state statutes to increase the penalty for motor vehicle theft and related offenses statewide

QUESTIONS FOR COUNCIL

Does council wish to support encouraging the Colorado Assembly to amend state statutes to increase the penalty for motor vehicle theft and related offenses statewide?

LEGAL COMMENTS

Pursuant to City Code Section 2-32, City Council has the power conferred by the State Constitution, statute, or City Charter, and such as it shall deem necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the City and the inhabitants thereof. (Schulte)

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. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ELEMENT OF “VALUE” FOR MOTOR VEHICLE THEFT AND TO INCREASE THE PENALTY FOR COMMITTING MOTOR VEHICLE THEFT AND RELATED OFFENSES

WHEREAS, motor vehicle theft across the State of Colorado has increased over 86% from 2019 to 2021. As shown below, from 2019 to 2021, the number of *reported* motor vehicle thefts in the City of Aurora to the Aurora Police Department has increased over 239%, with 2022 showing an increase of over 23% from 2021; and

Year	Number of MVT Offense Reports
2019	2325
2020	3967
2021	5569
2022	6854 (prelim.)

WHEREAS, since 2019, there has been a 1,556% increase in catalytic converter thefts across the State of Colorado. In 2021 alone, 2,485 Coloradoans were the victims of catalytic converter theft; and

WHEREAS, motor vehicle and catalytic converter theft impact victims through disruption of their lives by having to work with insurance companies and securing alternative transportation, as well as the psychological mistrust resulting from the theft; and

WHEREAS, where crime rates have increased in major cities nationwide after the onset of the COVID-19 pandemic, most states have experienced an overall decrease in crime. Colorado, however, has experienced the fourth largest increase in overall crime from 2019 to 2021. Colorado continues to see an increase in crime today, much higher than the national average; and

WHEREAS, law enforcement consistently report that stolen cars are often used in the commission of other serious offenses, including, but not limited to, burglaries, drug dealing, assaults, organized crime, murder, and aggravated robberies; and

WHEREAS, the 2021 Colorado Assembly passed SB21-271, effective March 1, 2022, that reclassified certain state criminal offenses from felonies to misdemeanors, including motor vehicle theft of vehicles with a value of less than \$2,000, making those thefts a Class 1 Misdemeanor punishable by up to 364 days in jail and a fine of not more than \$1,000 and reduced the penalty for theft of motor vehicle parts as defined in C.R.S. § 42-5-104 to a petty offense; and

WHEREAS, after the 2021 amendment, “value” of a vehicle determines the level of offense, where, as an example, a person who steals a vehicle valued at \$100,000.00, the offender is likely to be charged with a class 3 felony, whereas theft of a vehicle valued at \$1,900.00 will see the offender charged with a misdemeanor. This value-based approach is fundamentally unfair and provides less access to justice to those who are more likely to be socio-economically disadvantaged by this crime; and

WHEREAS, Colorado Governor Jared Polis, in a letter to the Colorado Commission on Criminal and Juvenile Justice on September 15, 2022, called for increased penalties for people convicted of auto theft by stating that “the Commission to work at a deliberate and expeditious pace, especially as it pertains to recommendations for auto theft sentencing changes that will reduce auto theft offenses”; and

WHEREAS, motor vehicle theft under the Aurora Municipal Code Sec. 94-75 is punishable by a jail sentence of up to 364 days and a fine of not more than \$2,650.00 in the Aurora Municipal Court, regardless of the value of the vehicle stolen; and

WHEREAS, increasing the penalty for motor vehicle theft and related offenses and removing the monetary value as an element of the offense of motor vehicle theft in the entire State of Colorado will help reduce the instances of these offenses.

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

Section 1. Council hereby supports that the penalty for all instances of the state offense of motor vehicle theft be increased to a felony offense and to add increased penalties for those offenders who have been previously convicted of the offense.

Section 2. Council directs the City Manager to take proactive measures to push the Colorado General Assembly in the current 2023 Colorado legislative session to pass legislation to remove the monetary value of a motor vehicle as an element of motor vehicle theft in state law and to increase penalties for motor vehicle theft and other related state offenses as stated in Section 1.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are expressly repealed.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



PETER A. SCHULTE, Public Safety Client Group Manager



CITY OF AURORA

Fiscal Impact Form

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ELEMENT OF "VALUE" FOR MOTOR VEHICLE THEFT AND TO INCREASE THE PENALTY FOR COMMITTING MOTOR VEHICLE THEFT AND RELATED OFFENSES

Staff contact: Liz Rogers, Intergovernmental Relations Manager

Staff Source/Legal Source: George Koumantakis

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Juvenile Beds Legislation
Item Initiator: Dustin Zvonek, Council Member
Staff Source/Legal Source: Peter Schulte, Public Safety Client Group Manager, City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ARBITRARY "CAP" ON AVAILABLE "BEDS" IN JUVENILE DETENTION FACILITIES

Sponsor: Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, 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: Federal, State & Intergovernmental Relations

Policy Committee Date: 1/27/2023

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.)

Resolution passed through FSIR on 1/27, 2-1 vote.

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

This Resolution provides City Support to the Colorado Assembly to amend state statutes to remove the arbitrary "cap" on juvenile detention beds

QUESTIONS FOR COUNCIL

Does council wish to support encouraging the Colorado Assembly to amend state statutes to remove the arbitrary "cap" on juvenile detention beds?

LEGAL COMMENTS

Pursuant to City Code Section 2-32, City Council has the power conferred by the State Constitution, statute, or City Charter, and such as it shall deem necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the City and the inhabitants thereof. (Schulte)

PUBLIC FINANCIAL IMPACT

- ☐ YES ☒ NO

If yes, explain: Potential Public Financial impact will be on state budget, not city budget.

PRIVATE FISCAL IMPACT

- ☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION
IN 2023 TO REMOVE THE ARBITRARY “CAP” ON AVAILABLE “BEDS” IN JUVENILE
DETENTION FACILITIES

WHEREAS, there has been a drastic increase in the number of violent crimes being committed by juveniles in Aurora and the State of Colorado, as statistics from the Colorado Division of Youth Services show an increase of 16% in aggravated assaults with a firearm committed by juveniles from 2016 to 2021 and an increase of over 141% of juveniles committing homicide from 2017-2021; and

WHEREAS, in Aurora, the Aurora Police Department has seen a stark increase in violent crime committed by juveniles, most recently on November 30, 2022, when juveniles opened fire on Aurora police officers at a shopping center near East 6th Ave and Peoria St; and

WHEREAS, it was discovered that one of the juveniles involved in that shootout with Aurora police was wanted on multiple charges for motor vehicle theft and possession of a weapon and was wearing a disabled Division of Youth ordered leg monitor; and

WHEREAS, many juveniles who are taken into custody by police already have active cases in the criminal justice system but have been released due to the limitations in state law; and

WHEREAS, currently, Sec. 19-2.5-1514 of the Colorado Revised Statutes limits the number of available juvenile detention beds statewide to two hundred and fifteen (215); and

WHEREAS, prior to 2021, the number of juvenile detention beds statewide was limited to three hundred twenty-seven (327), and reduced in 2021 to its current number of 215 by the Colorado Assembly with no justification; and

WHEREAS, this limitation of juvenile detention beds set arbitrarily by the Colorado Assembly limits the ability for the judicial districts to take violent juvenile offenders off the street for committing violent criminal offenses and thereby preventing them from committing further crimes; and

WHEREAS, in order for the juvenile justice system to work, judges in Colorado need to always have all sentencing options available to rehabilitate juveniles who commit violent crimes.

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

Section 1. Council hereby supports legislation in the 2023 Colorado Assembly legislative session to remove the arbitrary “juvenile detention bed cap” based in state law in order to ensure Judges in Colorado have all sentencing options available when adjudicating juveniles accused of violent crime.

Section 2. Council directs the City Manager to take proactive measures to push the Colorado General Assembly in the current 2023 Colorado legislative session to pass legislation to accomplish the goals identified in Section 1.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are expressly repealed.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



PETER A. SCHULTE, Public Safety Client Group Manager



CITY OF AURORA

Fiscal Impact Form

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ARBITRARY “CAP” ON AVAILABLE “BEDS” IN JUVENILE DETENTION FACILITIES

Staff contact: Liz Rogers, Intergovernmental Relations Manager

Staff Source/Legal Source: George Koumantakis

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie BID No.1 Board of Directors Appointments
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, Senior Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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 TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE 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: 1/24/2023

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 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 Painted Prairie Business Improvement District (BID) No. 1 was approved in 2017. This BID serves the Painted Prairie Development located southeast of 64th Avenue and N Himalaya Road.

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 BID Boards 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 February 13, 2023 Regular Meeting?

LEGAL COMMENTS

Section 4 of Ordinance No. 2017-36 organizing the Painted Prairie Business Improvement District No 1 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:

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.

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE
RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS
TO THE BOARD OF DIRECTORS
OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

WHEREAS, the Painted Prairie Business Improvement District Number One (the “**BID**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing business improvement district pursuant to Title 31, Article 25, Part 12, C.R.S. (the “**Business Improvement District Act**”); and

WHEREAS, the City Council of the City of Aurora, Colorado (the “**City Council**”) by Ordinance No. 2017-36 established the BID in conformance with the Business Improvement District Act; and

WHEREAS, in accordance with Section 31-25-1209(1)(b), the City Council established the Board of Directors of the BID (the “**BID Board**”) by appointing two electors of the BID to serve as the initial BID Board; and

WHEREAS, in accordance with Section 31-25-1209(1)(d), C.R.S. and Ordinance No. 2017-36, any vacancy on the BID Board must be filled by appointment by the City Council; and

WHEREAS, there are currently two vacancies on the BID Board and the BID requests the City Council appoint two individuals qualified as “electors,” as defined in Section 31-25-1203(4)(a), C.R.S., to fill such vacancies.

NOW, THEREFORE, BE IT RESOLVED BY THE BID BOARD AS FOLLOWS:

1. Recommendation of Appointment. The BID Board hereby recommends and requests that the City Council appoint the following individuals, who will be qualified as “electors” as defined in Section 31-25-1203(4)(a), C.R.S. to the BID Board:

- a. Kevin Collins, 2262 Meadow Green Circle, Franktown, CO 80116
- b. Douglas Hatfield, 3465 S. Gaylord Ct. A610, Englewood, CO 80113

2. Effective Date. This Resolution will take effect immediately upon its approval by the BID Board.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED this 29th day of September, 2022.

**PAINTED PRAIRIE BUSINESS
IMPROVEMENT DISTRICT NUMBER
ONE**

By: Cat. Feltz, President
Officer of the District

Attest:

By: Dustin Anderson
Dustin Anderson (Oct 12, 2022 10:44 MDT)



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie BID No.1 Board of Directors Appointments

Staff contact: 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

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Appointments to the Boards of Directors of BIDs will allow the Districts to continue to operate and perform their required functions. Any impacts would only apply to operations within the boundary of the BID.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

RESOLUTION NO. R2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 1

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2017-36 (the “Organizing Ordinance”) organizing the Painted Prairie Business Improvement District No 1 (the “District”); and

WHEREAS, there is currently two vacancies 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 two of the vacancies on the board; 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 two of the existing vacancies on the Board of Directors of the Painted Prairie 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 _____, 2023.

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: Painted Prairie BID No.2 Board of Directors Appointments
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, Senior Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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 TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE 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: 1/24/2023

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 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 Painted Prairie Business Improvement District (BID) No. 2 was approved in 2017. This BID serves the Painted Prairie Development located southeast of 64th Avenue and N Himalaya Road.

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 BID Boards 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 February 13, 2023 Regular Meeting?

LEGAL COMMENTS

Section 4 of Ordinance No. 2017-37 organizing the Painted Prairie Business Improvement District No 2 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:

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.

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO
RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS
TO THE BOARD OF DIRECTORS
OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

WHEREAS, the Painted Prairie Business Improvement District Number Two (the “**BID**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing business improvement district pursuant to Title 31, Article 25, Part 12, C.R.S. (the “**Business Improvement District Act**”); and

WHEREAS, the City Council of the City of Aurora, Colorado (the “**City Council**”) by Ordinance No. 2017-37 established the BID in conformance with the Business Improvement District Act; and

WHEREAS, in accordance with Section 31-25-1209(1)(b), the City Council established the Board of Directors of the BID (the “**BID Board**”) by appointing two electors of the BID to serve as the initial BID Board; and

WHEREAS, in accordance with Section 31-25-1209(1)(d), C.R.S. and Ordinance No. 2017-37, any vacancy on the BID Board must be filled by appointment by the City Council; and

WHEREAS, there are currently two vacancies on the BID Board and the BID requests the City Council appoint two individuals qualified as “electors,” as defined in Section 31-25-1203(4)(a), C.R.S., to fill such vacancies.

NOW, THEREFORE, BE IT RESOLVED BY THE BID BOARD AS FOLLOWS:

1. Recommendation of Appointment. The BID Board hereby recommends and requests that the City Council appoint the following individuals, who will be qualified as “electors” as defined in Section 31-25-1203(4)(a), C.R.S. to the BID Board:

a. Kevin Collins, 2262 Meadow Green Circle, Franktown, CO 80116

b. Douglas Hatfield, 3465 S. Gaylord Ct. A610, Englewood, CO 80113

2. Effective Date. This Resolution will take effect immediately upon its approval by the BID Board.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED this 29th day of September, 2022.

**PAINTED PRAIRIE BUSINESS
IMPROVEMENT DISTRICT NUMBER
TWO**

By: 
Officer of the District

Attest:

By: 
Dustin Anderson (Oct 12, 2022 10:44 MDT)



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie BID No. 2 Board of Directors Appointments

Staff contact: 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

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Appointments to the Boards of Directors of BIDs will allow the Districts to continue to operate and perform their required functions. Any impacts would only apply to operations within the boundary of the BID.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

RESOLUTION NO. R2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 2

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2017-37 (the “Organizing Ordinance”) organizing the Painted Prairie Business Improvement District No 2 (the “District”); and

WHEREAS, there is currently two vacancies 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 two of the vacancies on the board; 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 two of the existing vacancies on the Board of Directors of the Painted Prairie 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 _____, 2023.

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: Cielo Service Plan 2023
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
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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, APPROVING THE SERVICE PLAN FOR CIELO METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, 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: 1/24/2023

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 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.)

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

- Maximum debt mill levy of 50 mills
- Maximum term for debt repayment of 40 years
- Agreement to impose the Aurora Regional Improvement (ARI) mill levy

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

A Service Plan for the Cielo Colorado Metropolitan District has been submitted for the May 2023 election cycle. The proposed district is located southeast of E 48th Avenue and N Quail Run Road. This district is to serve an 158 acre light industrial site as part of the Transport Master Plan. No residential is planned for this district.

The proposed Cielo Colorado Metropolitan District and the IGA (attached) are in compliance with the City's approved model.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the February 13, 2023 Regular Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.) (Rulla)

PUBLIC FINANCIAL IMPACT

- ☒ YES ☐ NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on the the district property owners via metropolitian district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: : Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

RESOLUTION NO. R2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR CIELO METROPOLITAN DISTRICT AND
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for Cielo Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the District are compatible with the facility and service standards of the City;
- g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA 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 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. 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 _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



RLA

BRIAN J. RULLA, Assistant City Attorney



Jennifer Gruber Tanaka, Esq.
Shareholder

303-858-1800
jtanaka@wbapc.com

January 12, 2023

City of Aurora
Office of Development Assistance
Attn: Cesarina Dancy
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

RE: Cielo Colorado Metropolitan District

Dear Ms. Dancy:

Enclosed for review by the City of Aurora (the “**Aurora**”) is the proposed Service Plan (the “**Proposed Service Plan**”) for Cielo Colorado Metropolitan District (the “**District**”). Contact information for the relevant parties is as follows:

Legal Counsel

Jennifer Gruber Tanaka, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Ste. 2000
Centennial, CO 80122
(303) 858-1800
jtanaka@wbapc.com

Petitioner

Rancho Coachella Properties, LP
1570 Linda Vista Drive
San Marcos, CA 92078
Attention: Mr. Jeff Bullick
JBullick@lusardi.com

The Proposed Service Plan is being submitted as a single service plan for the yet to be organized District. The District will service a commercial development consisting of light industrial property (the “**Project**”). There will be no residential development served by the District. It is the petitioner’s understanding that Aurora does not consider it feasible or practicable to provide the services or facilities necessary to support the Project. There are currently no other governmental entities located in the immediate vicinity of the District that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. Formation of the District is necessary in order that the public improvements be

provided in the most efficient and economical manner possible. The Petitioner plans to meet with the Aurora Planning Department to discuss the status and future development plans for the Project.

In compliance with Aurora City Code Sec. 122-26 – 122-36, the Proposed Service Plan complies with the form and content of Aurora’s current model service plan and the Proposed Service Plan is an exact copy of the appropriate Aurora model service plan. Any and all changes from the model were clearly identified in tracked changes in the preliminary submission.

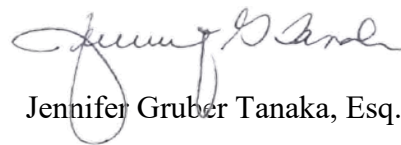
The debt limits reported in Section V.A.10 (Total Debt Issuance Limitation) and VII.A (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C.

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating and Maintenance
(Location in Service Plan)	V.B	V.A.10	Transmittal Letter	VI.C	Calculate	VII.I	VIII.I
Cielo Colorado Metropolitan District	\$200,000,000	\$300,000,000	No	\$300,000,000	\$300,000,000	\$400,000	\$100,000
Totals	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Should you have any questions or concerns regarding this letter or the Proposed Service Plan, please do not hesitate to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Jennifer Gruber Tanaka, Esq.

cc: Jeff Bullick
Shelby Noble

Enclosure

**SERVICE PLAN
FOR
CIELO COLORADO METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**

Prepared

by

WHITE, BEAR, ANKELE, TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approved: February 13, 2023

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LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C	Initial District Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of

all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means the Cielo Colorado Metropolitan District.

End User: means 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. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy: means the mill levy the District projects to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Project: means the development or property commonly referred to as Cielo Colorado.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately One Hundred Fifty-Eight (158) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately One Hundred Fifty-Eight (158) acres of commercial land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

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 Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this Service Plan.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by

residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. 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.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [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.

7. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Three Hundred Million Dollars (\$300,000,000) in the aggregate; provided however, that any Debt issued by the District for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI.

11. 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.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, 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 a Service Plan Amendment; 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, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Two Hundred Million Dollars (\$200,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and

transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Three Hundred Million Dollars (\$300,000,000) pursuant to agreements as described in VI.A, B or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Three Hundred Million Dollars (\$300,000,000) (exclusive of Debt issued for Regional Improvements described in Section VI above) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District’s Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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.

2. For the portion of any aggregate District’s Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District’s Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District’s taxpayers and service users as set for in Section VII.K below.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on

any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Four Hundred Thousand Dollars (\$400,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Thousand Dollars (\$100,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its their Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.
2. The District will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to

using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via

teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

EXHIBIT A
CIELO COLORADO METRO DISTRICT
SHEET 1 OF 2

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 21, N00°51'18"W A DISTANCE OF 2620.76 FEET;

THENCE ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 21, S89°14'38"E A DISTANCE OF 2636.43 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 21;

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 21, S00°30'04"E A DISTANCE OF 2618.02 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 21;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 21, N89°17'42"W A DISTANCE OF 2620.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,882,436 SQUARE FEET OR 157.999 ACRES MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N00°51'18"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #7242 AT THE CENTER CORNER OF SAID SECTION 21 AND A FOUND 3-1/4" ALUMINUM CAP AT THE NORTH QUARTER CORNER OF SAID SECTION 21.

PREPARED BY DOMINIC BEJARANO
REVIEWED BY RICHARD A NOBBE, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
DECEMBER 06, 2022

EXHIBIT B

Aurora Vicinity Map

METROPOLITAN DISTRICT MAP

CIELO COLORADO METROPOLITAN DISTRICT

SHEET 1 OF 1



VICINITY MAP
N.T.S

DECEMBER 16, 2022

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

EXHIBIT C

Initial District Boundary Map

METROPOLITAN DISTRICT MAP

CIELO COLORADO METROPOLITAN DISTRICT

DISTRICT PARCEL

SHEET 2 OF 2

SE1/4 SEC. 16,
T3S, R64W,
6TH P.M.

NE COR. SEC. 21,
T3S, R64W, 6TH P.M.
FOUND 3-1/4" ALUM.
CAP IN RANGE BOX
ILLEGIBLE
1.5' BELOW GRADE

SW1/4
SEC. 15,
T3S, R64W,
6TH P.M.

SW1/4 SEC. 16,
T3S, R64W,
6TH P.M.
N1/4 COR. SEC. 21,
T3S, R64W, 6TH P.M.
FOUND 3-1/4" ALUM.
CAP ILLEGIBLE
0.4' BELOW GRADE

NORTHERLY LINE NE1/4,
SEC 6, T3S, R64W, 6TH P.M.

EAST 48TH AVENUE

S89°14'38"E 2636.43'

30'

60' EXISTING
R.O.W.

PARCEL CONTAINS
157.999 ACRES
6,882,436 SQ FT. ±

NW1/4 SEC. 21,
T3S, R64W,
6TH P.M.

WESTERLY LINE NE1/4, SEC
6, T3S, R64W, 6TH P.M.

(BASIS OF BEARING)
N00°51'18"W 2620.76'

NE1/4 SEC. 21,
T3S, R64W,
6TH P.M.

NW1/4
SEC. 22
T3S,
R64W,
6TH P.M.

S00°30'04"E 2618.02'

EASTERLY LINE NE1/4, SEC 6, T3S, R64W, 6TH P.M.

POINT OF COMMENCEMENT
C1/4 COR. SEC. 21,
T3S, R64W, 6TH P.M.
FOUND 3-1/4" ALUM.
CAP PLS #7242
0.7' ABOVE GRADE

N89°17'42"W 2620.18'

SOUTHERLY LINE NE1/4, SEC 6, T3S, R64W, 6TH P.M.

SW1/4 SEC. 21,
T3S, R64W,
6TH P.M.

SE1/4 SEC. 21,
T3S, R64W,
6TH P.M.

E1/4 COR. SEC. 21,
T3S, R64W, 6TH P.M.
FOUND 2-1/2" ALUM.
CAP PLS #5112
2.0' BELOW GRADE

SW1/4
SEC. 22
T3S, R64W,
6TH P.M.

DRAWING LOCATION: G:\HORN\22.1554-Rancho Coachella Metro District\PLANS\PLAT\METRO DISTRICT EXHIBIT.dwg

THIS EXHIBIT DOES
NOT REPRESENT
A MONUMENTED
SURVEY. IT IS
INTENDED ONLY
TO DEPICT THE
ATTACHED
DESCRIPTION.



SCALE: 1"=600'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

DECEMBER 06, 2022

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within **Cielo Colorado Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	Cielo Colorado Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	<p>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Cielo Colorado located in the City of Aurora, Colorado and described further in the District's Service Plan.</p> <p>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</p>
Authorized Types of District Taxes:	<p>Debt Mill Levy and Operations and Maintenance Mill Levy</p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p>
District's Total Debt Issuance Authorized per District's Service Plan:	\$300,000,000
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	<p>Maximum Debt Mill Levy: 50.000 Mills</p> <p>The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004.</p> <p><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></p>
Ongoing Operations and Maintenance Services of the District:	<p>The District intends to impose an Operations and Maintenance Mill Levy to pay for</p> <p><i>[list eligible ongoing administration, operating and maintenance</i></p>

	<i>obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in

District is \$_____ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is _____mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)

\$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$_____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT E

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND
CIELO COLORADO METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and CIELO COLORADO METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District City residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. 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 and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. 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.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [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.

7. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of Three Hundred Million Dollars (\$300,000,000) in the aggregate; provided, however, that any Debt issued by the District for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

11. 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.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill

Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, 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 a Service Plan Amendment; 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, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager’s Office no later than August 1st of each year following the year in which the Order and Decree creating the

District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used

herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Cielo Colorado Metropolitan District
c/o WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

CIELO COLORADO METROPOLITAN
DISTRICT

By: _____
Officer of the District

Attest:

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Fiscal Impact Form

Item Title: A Resolution to Approve the Cielo Colorado Metropolitan District

Staff contact: 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

TYPE OF FISCAL IMPACT

Select all that apply.

- ☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Public: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

Private: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

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CITY OF AURORA

Council Agenda Commentary

Item Title: Harvest Mile Service Plan 2023
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
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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, APPROVING THE SERVICE PLAN FOR HARVEST MILE METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT
Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, 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: 1/24/2023

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 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.)

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

- Maximum debt mill levy of 50 mills
- Maximum term for debt repayment of 40 years
- Agreement to impose the Aurora Regional Improvement (ARI) mill levy

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

A Service Plan for the Harvest Mile Metropolitan District has been submitted for the May 2023 election cycle. The proposed district is located generally between E 26th Avenue and I-70; east of Harvest Road. This district is to serve an 308 acre industrial site as part of the Harvest Mile Master Plan. No residential is planned for this district.

The proposed Harvest Mile Metropolitan District and the IGA (attached) are in compliance with the City's approved model.

QUESTIONS FOR COUNCIL

Does Council wish to support this resolution?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.) (Nulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on the the district property owners via metropolitian district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

RESOLUTION NO. R2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR HARVEST MILE METROPOLITAN DISTRICT
AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for Harvest Mile Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the District are compatible with the facility and service standards of the City;
- g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA 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 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. 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 _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



Clint C. Waldron
Shareholder

303-858-1800
cwaldron@wbapc.com

January 13, 2023

VIA E-MAIL

Cesarina Dancy
Senior Project Development Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012
cdancy@auroragov.org

Re: Harvest Mile Metropolitan District Proposed Service Plan Submittal

Dear Ms. Dancy:

Enclosed please find the proposed Service Plan (the “Service Plan”) for Harvest Mile Metropolitan District in the following formats:

- Clean PDF Copy with Exhibits
- Clean Word Copy with Exhibits
- Redline PDF Copy with Exhibits

In addition to the above referenced Service Plan, please find the following information:

- a. Name of the District: Harvest Mile Metropolitan District
- b. Contact Information:
 - i. General Counsel:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
Attention: Clint C. Waldron, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Phone: (303) 858-1800
Fax: (303) 858-1801

cwaldron@wbapc.com

ii. Petitioner:

United Properties Development, LLC
Attn: Mindy Rietz
1331 17th Street, Suite 604
Denver, CO 80202
Phone: (720) 898-8866
Mindy.Rietz@uproperties.com

iii. Landowner:

Grimm Farms, LLC
Attn: Michael Schulzek
1280 Fairfax Street
Denver, CO 80220
Michael.Schulzek@gmail.com

c. Form of Service Plan: The Service Plan is the single-district single-service plan model.

d. Type of Development: Commercial

e. Status of Aurora Development Review Process: The project has received annexation and zoning approval on the property. The project is currently undergoing a fourth review of the Master Plan. The Petitioner has participated in the pre-application meeting regarding Site Development Plans and is working toward the Site Development Plan submittal.

f. Justification for Petitioner's Request to City Council to Approve: There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the project to be provided in the most economic manner possible.

g. Compliance: The Service Plan is an exact copy of the Aurora Model Service Plan and any and all changes from the model are clearly identified.

h. Statement on the Debt Limit: The Total Debt Issuance Limitation for the District as reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) is \$90,000,000. These debt limits DO NOT include any debt associated with regional improvements as described in the last sentence of Section VI.C.

i. Summary Table:

	Public Improve- ments:	Debt Limit:	Debt Limit: Includes ARI?	ARI Debt Limit:	Total Debt Capacity:	Organizing and Operating Reimbursement:	1 st Year Operating and Maintenance Cost:
Location	V.B.	V.A.10.	Transmittal Letter	VI.C.	VI.I.	VII.I.	VII.I
Harvest Mile Metropolitan District	\$67 Million	\$90 Million	No	\$20 Million	\$110 Million	\$100,000	\$75,000

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Clint C. Waldron
Shareholder

Enclosures

**SERVICE PLAN
FOR
HARVEST MILE METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**

Prepared

by

White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Date: January 13, 2023

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EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of

all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means the Harvest Mile Metropolitan District.

End User: means 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. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy: means the mill levy the Districts project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Project: means the development or property commonly referred to as Harvest Mile.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately three hundred eight and six tenths (308.60) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately zero (0) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately three hundred eight and six tenths (308.60) acres of undeveloped land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

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 Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this Service Plan.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other

appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. 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.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [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.

7. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Ninety Million Dollars (\$90,000,000) in the aggregate; provided however, that any Debt issued by the District for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI.

11. 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.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, 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 a Service Plan Amendment; 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, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be

deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Sixty-Seven Million Dollars (\$67,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Twenty Million Dollars (\$20,000,000) pursuant to agreements as described in VI.A, B or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the

Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Ninety Million Dollars (\$90,000,000) (exclusive of Debt issued for Regional Improvements described in Section VI above) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District’s Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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.

2. For the portion of any aggregate District’s Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users as set for in Section VII.I. below.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of

the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Seventy-Five Thousand Dollars (\$75,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed

Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The District will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each

year the District is in existence.

- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A
Legal Descriptions

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 32,

TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO.
NCS-1038617-CO, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020 P.M.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST 1/2 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THEREFROM, THAT LOTION DESCRIBED IN THE DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO RECORDED MAY 8, 1956 IN BOOK 607, PAGE 28, AND

ALSO **EXCEPT** THOSE PORTIONS LYING WITHIN EAST 26TH AVENUE, SMITH ROAD AND THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, AND ALSO **EXCEPT** THAT PART CONVEYED TO EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT IN THE DEED RECORDED AUGUST 19, 2014 AT 2014000065646 BEING A TRACT IN THE SOUTHWEST 1/4 BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF THE 400 FOOT UNION PACIFIC RAILROAD ROW. THENCE SOUTH 28°29'56" EAST ALONG THE SOUTH ROW LINE 468.72 FEET TO A POINT 465 FEET EAST OF MEASURED NORMAL TO SAID WEST LINE THENCE SOUTH 00°43'07" EAST PARALLEL WITH SAID WEST LINE 371.10 FEET; THENCE SOUTH 89°16'53" WEST 465.00 FEET TO SAID WEST LINE. THENCE NORTH 00°43' 07" WEST ALONG SAID WEST LINE 430.00 FEET TO THE TRUE POINT OF BEGINNING, AND

ALSO **EXCEPT** THAT PART CONVEYED TO EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT RECORDED NOVEMBER 15, 2016 AT 2016000098388.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW 1/4 OF SE 1/4) OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W 1/2) OF SAID SECTION 32, THENCE EAST ON SECTION LINE 487 FEET TO A POINT; THENCE NORTHERLY 810 FEET TO A POINT; THENCE WESTERLY 487 FEET TO A POINT ON THE EASTERLY LINE OF THE WEST ONE-HALF (W 1/2) OF SECTION 32; THENCE SOUTH 810 FEET TO THE POINT OF BEGINNING.

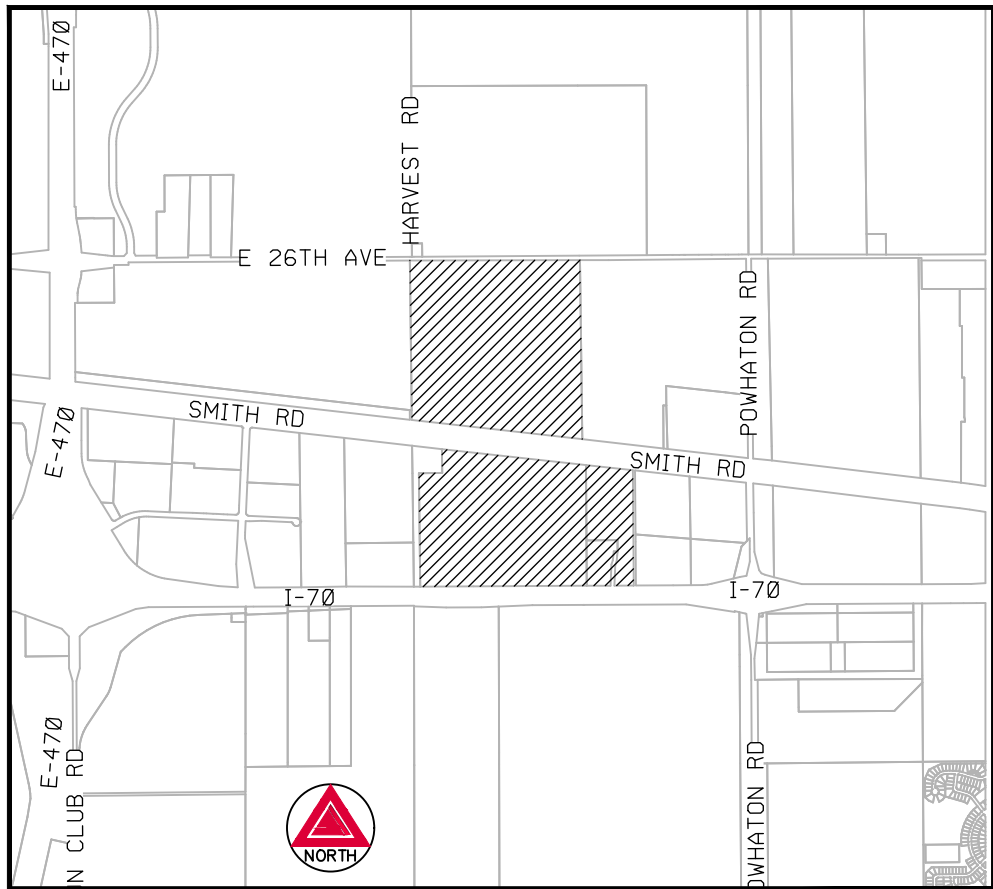
EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO RECORDED MAY 8, 1956 IN BOOK 607 AT PAGE 28.

PARCEL 3:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF SAID SECTION 32, 487 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 (WHICH POINT OF BEGINNING IS THE SE CORNER OF A TRACT OF LAND DESCRIBED IN CONVEYANCE RECORDED FEBRUARY 15, 1923 IN BOOK 120 AT PAGE 188 IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO), AND FROM SAID POINT OF BEGINNING THENCE EAST ALONG SAID SOUTH BOUNDARY LINE OF SAID SECTION 32, 259 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST BOUNDARY OF SAID SECTION 1929 FEET MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF COUNTY ROAD TRAVERSING SAID QUARTER SECTION; THENCE NORTHWESTERLY ALONG SAID ROAD BOUNDARY 755 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, THENCE SOUTH ON SAID WEST BOUNDARY 1232 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 120 AT PAGE 188; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID TRACT 487 FEET, MORE OR LESS; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID TRACT 810 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, RECORDED MAY 8, 1956 IN BOOK 607 AT PAGE 24.



VICINITY MAP

SCALE 1" = 3000'

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON DECEMBER 17, 2020..
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. AS TO TABLE A ITEM NO. 2: SUBJECT PROPERTY ADDRESS PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1038617-CO, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020 P.M. IS ADAMS, COUNTY, CO.
4. AS TO TABLE A ITEM NO. 4: PARCEL 1 NORTH CONTAINS A TOTAL OF 161.090 ACRES OR 7,017,070 SQUARE FEET, MORE OR LESS, PARCEL 1 SOUTH CONTAINS A TOTAL OF 115.910 ACRES OR 5,049,053 SQUARE FEET, MORE OR LESS, PARCEL 2 CONTAINS A TOTAL OF 7.079 ACRES OR 308,379 SQUARE FEET, MORE OR LESS, PARCEL 3 CONTAINS A TOTAL OF 24.516 ACRES OR 1,067,926 SQUARE FEET, MORE OR LESS.
5. AS TO TABLE A ITEM NO. 11: THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE, LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY AZTEC CONSULTANTS INC. UTILITY LOCATES DEPARTMENT ON DECEMBER 21, 2020.
6. AS TO TABLE A ITEM NO. 16: THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
7. PARCEL 1 NORTH HAS DIRECT PHYSICAL ACCESS TO 26TH AVENUE, PARCEL 1 SOUTH AND PARCEL 3 HAS DIRECT PHYSICAL ACCESS TO SMITH ROAD, A DEDICATED PUBLIC STREET, PARCEL 2 DOES NOT HAVE DIRECT PHYSICAL ACCESS TO A DEDICATED PUBLIC STREET.
8. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1038617-CO, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020 AT 5:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY
9. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF COLORADO.
10. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS
OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983
CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE WEST LINE OF THE
NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST,
SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO
BEAR SOUTH 00°42'25" EAST, A DISTANCE OF 2652.50 FEET.

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08001C0665J, 08001C0930J, 08005C0064L, 08005C0068L, 08005C0202L, 08005C0206L, ALL MAPS REVISED FEBRUARY 17, 2017.

BENCHMARK

BENCHMARK: CITY OF AURORA BENCHMARK 3S6636NE003 BEING A 3" BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE S.E. COR. OF THE E. 26TH AVE. BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END AKA 19-020B.

NAVD88 ELEV=5521.54'

SURVEYOR'S STATEMENT

TO: UNITED PROPERTIES DEVELOPMENT LLC, A MINNESOTA LIMITED LIABILITY
COMPANY
GRIMM FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 8, 11, 13, 16, 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 28, 2020.

DATE OF PLAT OR MAP: 1/4/2021

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY 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.

ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS ALTA WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND
RECORDER OF

ADAMS COUNTY AT ____M. ON THE ____ DAY OF _____, 20____

RECEPTION NO. _____

ADAMS COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

<p>ALTA/NSPS LAND TITLE SURVEY SEC 32, T3S, R65W, 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO</p>		<p>PREPARED FOR REDLAND CONSULTING GROUP, INC. 1500 WEST CANAL COURT LITTLETON, CO 80120</p>		<p>SCALE N.T.S.</p>	
<p>SHEET ONE</p>		<p>OF 5 SHEETS</p>		<p>CDS BJM JFT</p>	
<p>DATE</p>		<p>BY</p>		<p>DATE</p>	
<p>COMMENT</p>		<p>DATE</p>		<p>BY</p>	
<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p>		<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p>		<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p>	

ALTA/NSPS LAND TITLE SURVEY
A PARCEL LOCATED IN SECTION 32,
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

TITLE COMMITMENT NOTES

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1038617-CO, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

NOTE: THE WORD "AFFECTS" AS USED BELOW, IS HEREBY DEFINED AS: "A DETERMINATION THAT THE PROPERTY OR INTERESTS DESCRIBED, WITHIN THE ITEMS LISTED AMONG THE SCHEDULE B – SECTION 2 PROVIDED, FALLS WITHIN OR TOUCHES THE SUBJECT PROPERTY".

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B – SECTION 2 OF SAID TITLE COMMITMENT.

ITEM NUMBERS 1-8 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

9. AN EASEMENT FOR TELEPHONE LINES AND INCIDENTAL PURPOSES GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 23, 1953 IN BOOK 481 AT PAGE 10. **AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND THEREFORE IS NOT SHOWN HEREON.**

10. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO OR FROM STATE HIGHWAY NO. 8 (I-70), ALONG THE SOUTH LINE OF SAID LAND, AS SET FORTH IN THE INSTRUMENT RECORDED MAY 8, 1956 IN BOOK 607 AT PAGES 26 AND 30. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

11. AN EASEMENT FOR OIL AND GAS PIPELINES AND INCIDENTAL PURPOSES GRANTED TO COLORADO INTERSTATE GAS COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 31, 1967 IN BOOK 1343 AT PAGE 16. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

NOTE: DAMAGE RELEASE IN CONNECTION THEREWITH RECORDED SEPTEMBER 5, 1972 IN BOOK 1816 AT PAGE 601. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

12. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 27, 1972 AT RECEPTION NO. 948861. **DOES NOT AFFECT THE SUBJECT PROPERTY.**

NOTE: AMENDED ORDER AND DECREE IN CONNECTION THEREWITH RECORDED OCTOBER 3, 1972 AT RECEPTION NO. 975694. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM**

13. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED AUGUST 28, 1972 IN BOOK 1815 AT PAGE 432. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

14. AN EASEMENT FOR OIL AND GAS PIPELINES AND INCIDENTAL PURPOSES GRANTED TO COLORADO INTERSTATE CORPORATION, AS SET FORTH IN AN INSTRUMENT RECORDED SEPTEMBER 5, 1972 IN BOOK 1816 AT PAGE 603. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

15. AN EASEMENT FOR NATURAL GAS PIPELINE AND INCIDENTAL PURPOSES GRANTED TO EASTERN COLORADO UTILITY CO., AS SET FORTH IN AN INSTRUMENT RECORDED SEPTEMBER 27, 1972 IN BOOK 1820 AT PAGE 815. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

16. AN EASEMENT FOR OIL AND GAS PIPELINES AND INCIDENTAL PURPOSES GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED APRIL 29, 1975 IN BOOK 1990 AT PAGE 843. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

NOTE: ASSIGNMENT AND ASSUMPTION OF INTANGIBLE REAL PROPERTY IN CONNECTION THEREWITH RECORDED APRIL 5, 1993 IN BOOK 4048 AT PAGE 559. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

NOTE: ASSIGNMENT, BILL OF SALE AND CONVEYANCE IN CONNECTION THEREWITH RECORDED JANUARY 2, 2002 AT RECEPTION NO. C0907487. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

NOTE: ASSIGNMENT AND BILL OF SALE IN CONNECTION THEREWITH RECORDED SEPTEMBER 14, 2004 AT RECEPTION NO. 20040914000901030. **INDETERMINATE IN NATURE DUE TO NO LEGAL PROVIDED.**

NOTE: ASSIGNMENT AND BILL OF SALE IN CONNECTION THEREWITH RECORDED SEPTEMBER 1, 2010 AT RECEPTION NO. 2010000058713. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

NOTE: ASSIGNMENT AND BILL OF SALE IN CONNECTION THEREWITH RECORDED SEPTEMBER 11, 2020 AT RECEPTION NO. 2020000090544. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

TITLE COMMITMENT NOTES-CONTINUED

17. MINERALS AND MINERAL RIGHTS GRANTED TO JACK L. CLARK AND WALTER CLARK, BY WALTER CLARK, IN ASSIGNMENT OF OIL GAS AND MINERAL RIGHTS OIL LEASE, RENTALS AND ROYALTIES, DATED FEBRUARY 9, 1981, RECORDED FEBRUARY 19, 1981 IN BOOK 2532 AT PAGE 102. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 1, 2020 AT RECEPTION NO. 2020000085784. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

18. AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES GRANTED TO AMOCO PRODUCTION COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 31, 1989 IN BOOK 3531 AND PAGE 825. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

NOTE: ASSIGNMENT(S) IN CONNECTION THEREWITH RECORDED OCTOBER 17, 1989 IN BOOK 3612 AT PAGE 595 AND RECORDED JUNE 3, 1991 IN BOOK 3783 AT PAGE 93. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

19. AN EASEMENT FOR OIL AND GAS PIPELINES AND INCIDENTAL PURPOSES GRANTED TO DIAMOND SHAMROCK PIPELINE COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED FEBRUARY 9, 1995 IN BOOK 4464 AT PAGE 999. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

20. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE E-470 PUBLIC HIGHWAY AUTHORITY RECORDED DECEMBER 19, 1995 IN BOOK 4646 AT PAGE 975. **DOES NOT AFFECT THE SUBJECT PROPERTY.**

21. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED FEBRUARY 14, 1997 IN BOOK 4939 AT PAGE 569. **DOES NOT AFFECT THE SUBJECT PROPERTY BUT IS SHOWN HEREON.**

22. AN EASEMENT FOR OIL AND GAS PIPELINE AND INCIDENTAL PURPOSES GRANTED TO COLORADO INTERSTATE GAS COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED APRIL 24, 2001 AT RECEPTION NO. C0790962 AND RE-RECORDED OCTOBER 25, 2004 AT RECEPTION NO. 20041025001069590. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

23. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE COLORADO INTERSTATE GAS COMPANY RIGHT OF WAY AGREEMENT RECORDED NOVEMBER 4, 2002 AT C1048052. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

24. AN EASEMENT FOR OIL AND GAS PIPELINES AND INCIDENTAL PURPOSES GRANTED TO COLORADO INTERSTATE GAS COMPANY, AS SET FORTH IN AN INSTRUMENT RECORDED MAY 2, 2007 AT RECEPTION NO. 2007000043399. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

25. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE UTILITY EASEMENT RECORDED DECEMBER 22, 2008 AT 2008000098592. **AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.**

26. OIL AND GAS LEASE RECORDED JULY 28, 2014 AT RECEPTION NO. 2014000049339, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

TITLE COMMITMENT NOTES-CONTINUED

NOTE: AMENDMENT AND RATIFICATION OF OIL, GAS AND MINERAL LEASE IN CONNECTION THEREWITH RECORDED SEPTEMBER 9, 2016 AT RECEPTION NO. 2016000075498. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

NOTE: DECLARATION OF POOLED UNIT IN CONNECTION THEREWITH RECORDED JANUARY 28, 2019 AT RECEPTION NO. 2019000006416. **AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

TOPOGRAPHIC LEGEND

	RIPRAP
	STORM LINE UNDERGROUND
	STORM INLET
	STORM FES
	WATER LINE MKR
	WATER LINE UNDERGROUND
	WATER MANHOLE
	WATER METER
	WATER VALVE
	ELECTRIC CABINET
	ELECTRIC METER
	ELECTRIC MKR
	ELECTRIC PEDESTAL
	ELECTRIC POLE
	ELECTRIC TRANSFORMER
	ELECTRIC UNDERGROUND
	OVERHEAD UTILITY
	GUY WIRE
	LIGHT POLE
	ELECTRIC VAULT
	TELEPHONE LINE UNDERGROUND
	TELEPHONE MANHOLE
	TELEPHONE MKR
	TELEPHONE PEDESTAL
	FIBER OPTIC UNDERGROUND
	FIBER OPTIC MKR
	FIBER OPTICS PEDESTAL
	FIBER OPTIC MANHOLE
	FIBER OPTIC VAULT
	GAS LINE UNDERGROUND
	GAS METER
	GAS MKR POST
	CONDUIT
	VENT PIPE
	WELL
	OVERHEAD UTILITY
	EX CONT-MJR
	EX CONT-MNR
	EDGE OF RAIL ROAD TRACK ROCKS
	TREE DECIDUOUS
	TREELINE
	FENCE POST
	FENCE
	GATE
	METAL POST
	WOOD POST
	EDGE ASPHALT
	EDGE CONCRETE
	EDGE ROAD
	RAILROAD TRACK
	SHOULDER
	DITCH FLOWLINE
	SWALE FLOWLINE
	LINEMARKING WHITE STRIPE DASHED
	LINEMARKING WHITE STRIPE SOLID
	LINEMARKING YELLOW STRIPE SOLID
	BARRICADE
	BOLLARD
	DELINEATOR
	GUARD RAIL
	SIGN
	STRUCTURE

BOUNDARY AND ABBREVIATION LEGEND

	SECTION CORNER MONUMENT AS NOTED
	WITNESS CORNER MONUMENT AS NOTED
	SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38668"
	FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "MERRICK AND CO PLS 13155"
	INDICATES THE SCHEDULE B-2 ITEM PER THE TITLE COMMITMENT REFERENCED HEREIN.
	INDICATES RECORD INFORMATION PER WARRANTY DEED RECORDED AT RECEPTION BOOK 120 AT PAGE 188 IF DIFFERENT THAN MEASURED
	MEASURED BEARING AND DISTANCE
	RIGHT-OF-WAY
	COLORADO DEPARTMENT OF TRANSPORTATION

SCALE
N.T.S.

BY
BJM

DATE
2020/12/23

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
SEC 32, T3S, R65W, 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

PREPARED FOR
REDLAND CONSULTING GROUP, INC.
1500 WEST CANAL COURT LITTLETON, CO 80120

SHEET
TWO

OF 5 SHEETS

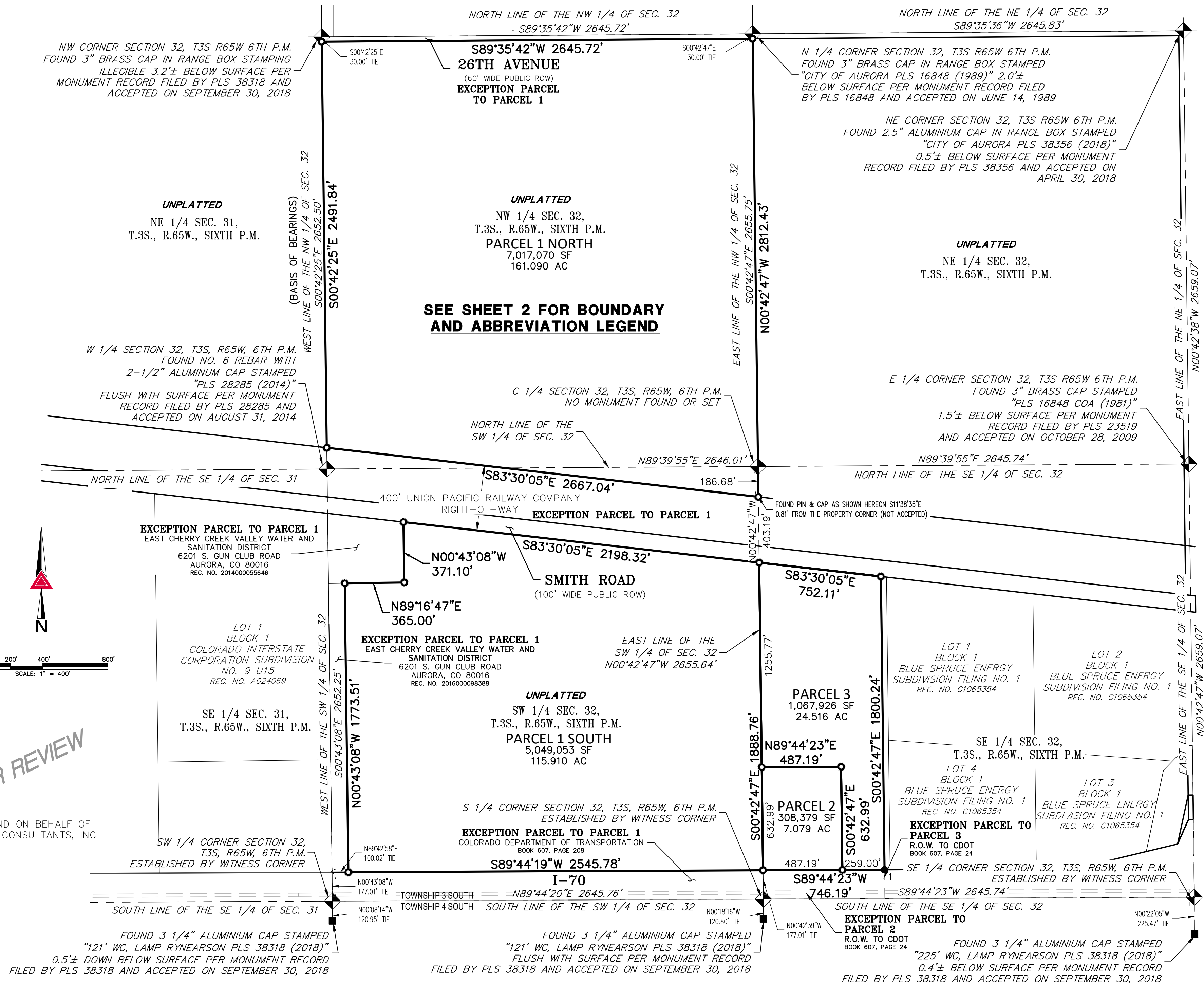
JOB NO. 54820-26

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

ALTA/NSPS LAND TITLE SURVEY

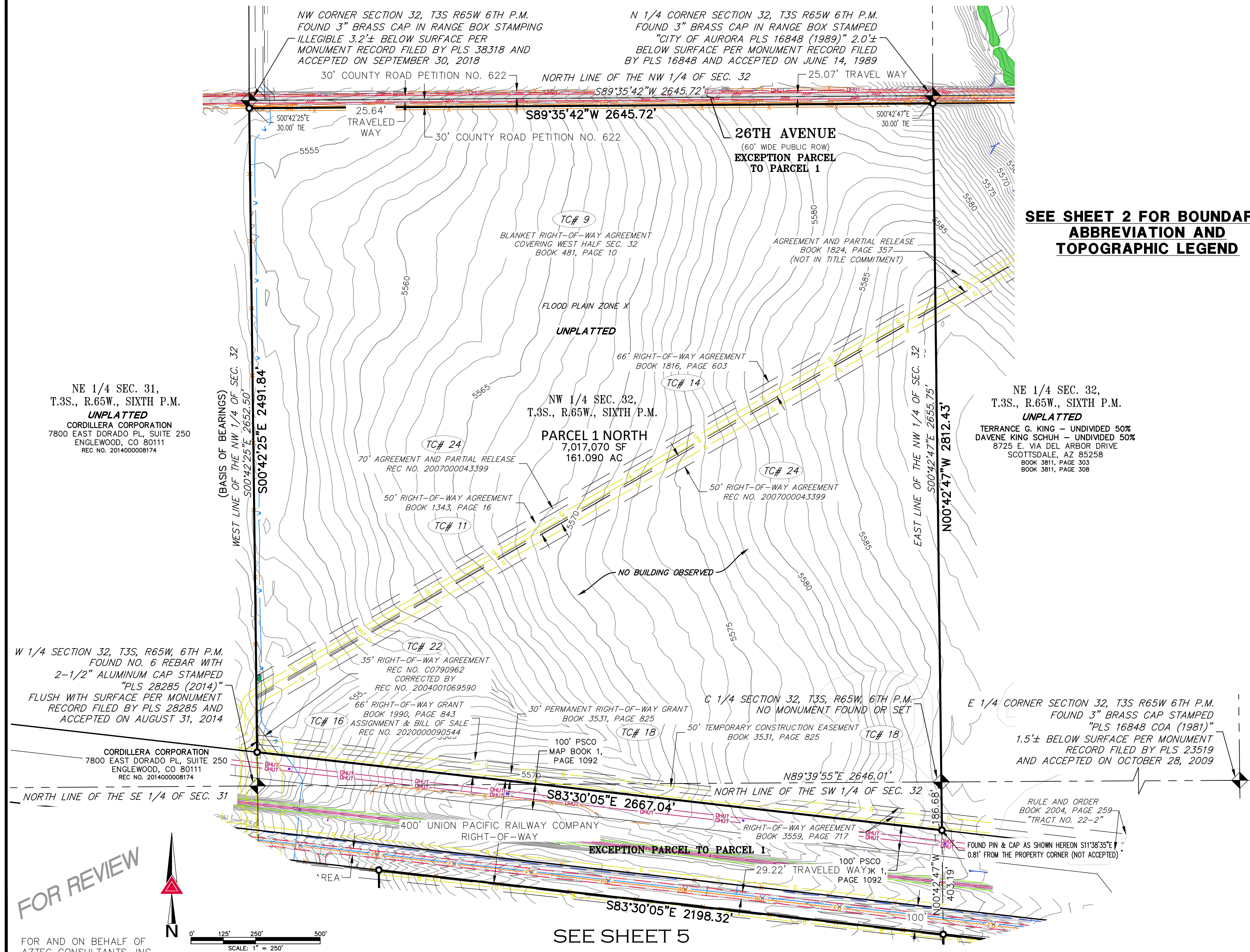
A PARCEL LOCATED IN SECTION 32,
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SCALE 1" = 400'		DATE 2020/12/23	
BY BJM		DATE	
COMMENT		DATE	
AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com			
ALTA/NSPS LAND TITLE SURVEY SEC 32, T3S, R65W, 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO PREPARED FOR REDLAND CONSULTING GROUP, INC. 1500 WEST CANAL COURT LITTLETON, CO 80120			
SHEET THREE OF 5 SHEETS			
JOB NO. 54820-26			

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 32,
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



ALTA/NSPS LAND TITLE SURVEY										<div><h1>AZTEC</h1><p>CONSULTANTS, INC.</p><p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p></div>									
SEC 32, T3S, R65W, 6TH P.M.																			
COUNTY OF ADAMS, STATE OF COLORADO										PREPARED FOR									
REDLAND CONSULTING GROUP, INC.										1500 WEST CANAL COURT LITTLETON, CO 80120									
SHEET FOUR																			
OF 5 SHEETS																			
JOB NO. 54820-26																			

ALTA/NSPS LAND TITLE SURVEY										<div><h1>AZTEC</h1><p>CONSULTANTS, INC.</p><p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p></div>									
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REDLAND CONSULTING GROUP, INC.										1500 WEST CANAL COURT LITTLETON, CO 80120									
SHEET FOUR																			
OF 5 SHEETS																			
JOB NO. 54820-26																			

A PARCEL LOCATED IN SECTION 32,
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

A north arrow pointing upwards, labeled 'N' at the bottom. Below the arrow is a graphic scale bar with markings at 0', 125', 250', and 500'. The text 'SCALE: 1" = 250'' is centered below the scale bar.



**3300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
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www.aztecconsultants.com**



AZTEC
CONSULTANTS, INC.

SEC 32, T3S, R65W, 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

PREPARED FOR
REDLAND CONSULTING GROUP, INC.
1500 WEST CANAL COURT LITTLETON, CO 80120

**SHEET
FIVE**

OF **5** SHEETS

JOB NO. **54820-26**

EXHIBIT B

Aurora Vicinity Map

I:\2020\20028 - Harvest Road Project\CADD\Exhibits\P-20028 - Vicinity Map.dwg Tab: Vicinity Map, Sep 06, 2022 - 11:10am, loivens

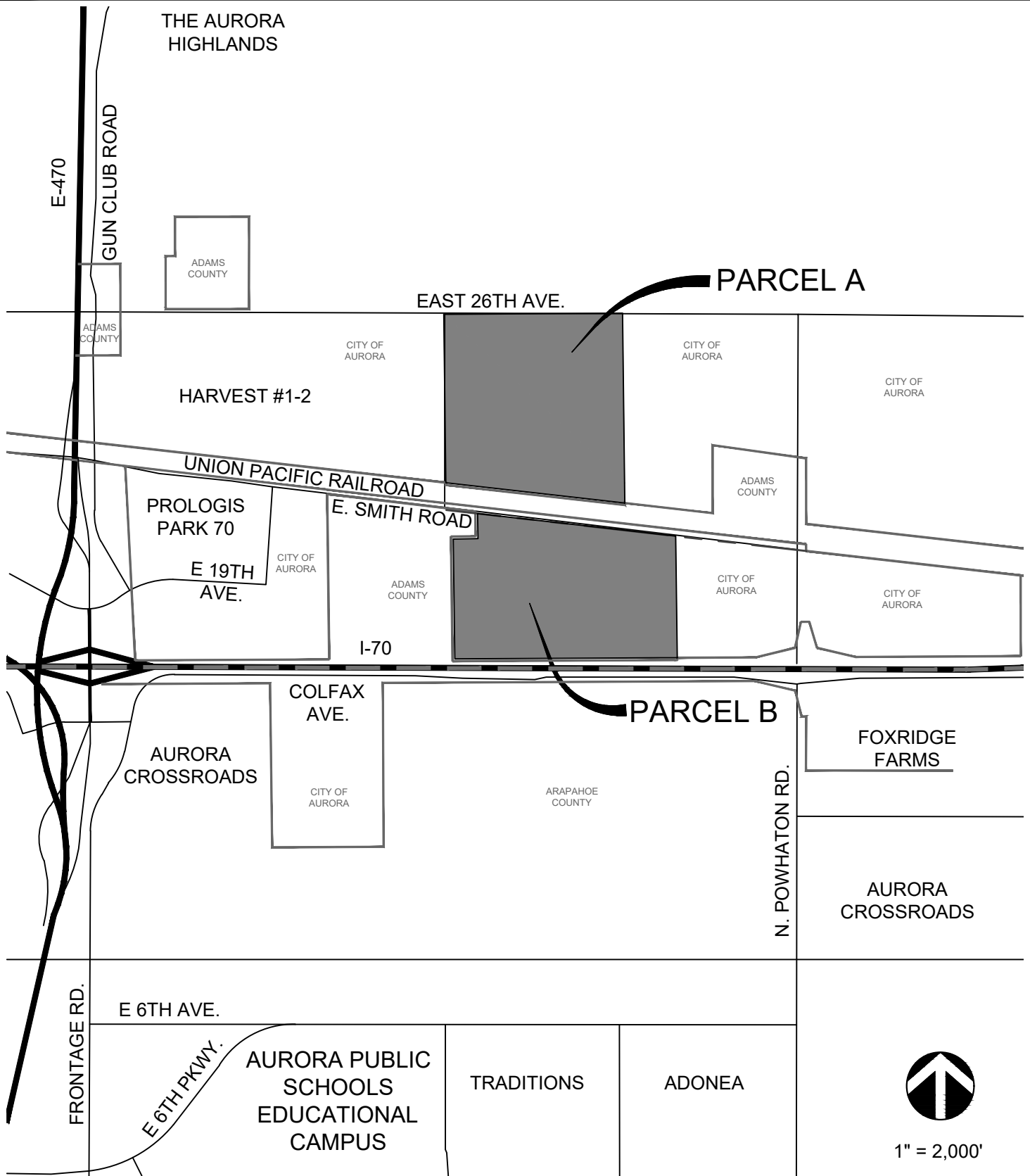


EXHIBIT C-1

Initial District Boundary Map

BOUNDARY MAP

HARVEST MILE METROPOLITAN DISTRICT



EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within **Harvest Mile Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	Harvest Mile Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Harvest Mile Metropolitan District located the City of Aurora, Colorado and described further in the District's Service Plan. A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	\$90,000,000
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. <i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i>
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance</i>

	<i>obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in

District is \$_____ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is _____mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)

\$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$_____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT E

Intergovernmental Agreement between the District and Aurora

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND
HARVEST MILE METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and HARVEST MILE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District City residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. 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 and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. 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.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [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.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of Ninety Million Dollars (\$90,000,000) in the aggregate; provided, however, that any Debt issued by the District for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

11. 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.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, 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 a Service Plan Amendment; 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, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material

modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) 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) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Harvest Mile Metropolitan District c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attn: Clint Waldron Phone: (303) 858-1800 Fax: (303) 858-1801
To the City:	City of Aurora 15151 E. Alameda Pkwy., 5th Floor Aurora, CO 80012 Attn: Daniel L. Brotzman, City Attorney Phone: (303) 739-7030 Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

HARVEST MILE METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Fiscal Impact Form

Item Title: A Resolution to Approve the Harvest Mile Metropolitan District

Staff contact: 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

TYPE OF FISCAL IMPACT

Select all that apply.

- ☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Public: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

Private: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

--



CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie BID No.1 Petitions for Inclusion and Exclusion of Property
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, Senior Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

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: 1/24/2023

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 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.)

Pursuant to the provisions of the "Business Improvement District Act" of Colorado Revised Statutes, The Painted Prairie Business Improvement Districts (BID) Nos. 1 and 2 were approved by City Council in 2017. Following the formation of the district, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID.

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

The petitions for the proposed Painted Prairie BID No. 1 inclusion and exclusion are attached. The developer of the project and owner of the undeveloped property within the BID boundaries have modified their development plans for the property located within the districts. As such, this request is to include property which is intended for commercial development within the boundaries of the BID as described in the attached petitions. In addition, the BID must exclude any land classified as residential from their boundaries.

QUESTIONS FOR COUNCIL

Does Council wish to support an Ordinance excluding and including certain properties from the boundaries of the Painted Prairie Business Improvement District No. 1?

LEGAL COMMENTS

The city council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the city. (§31-25-1204 C.R.S.) City council passed Ordinance 2017-36 and declared the Painted Prairie Business Improvement District No1 organized. Under §31-25-1220 (5) C.R.S., during or after the formation of the district, any property owner may request that a property may be included or excluded from the district. After council's approval the boundaries of the district will be changed accordingly. (Hernandez)

PUBLIC FINANCIAL IMPACT

- ☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

- ☐ Not Applicable ☐ Significant ☒ Nominal

If Significant or Nominal, explain: Impact is unknown at this time as debt has not been issued.



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

January 5, 2023

VIA EMAIL

Cesarina Dancy
Project Manager
Office of Development Assistance
City of Aurora
cdancy@auroragov.org

**Re: Painted Prairie Business Improvement District Nos. 1 & 2 Petitions for
Exclusion and Inclusion of Property**

Dear Ms. Dancy:

White Bear Ankele Tanaka & Waldron represents the Painted Prairie Business Improvement District Number One and the Painted Prairie Business Improvement District Number Two (collectively, the “**BIDs**”). The BIDs are seeking to exclude and include certain property into their respective boundaries.

The City Council for the City of Aurora (the “**City Council**”) approved Ordinance No. 2017-36 Organizing the Painted Prairie Business Improvement District Number One on September 25, 2017. The City Council approved Ordinance No. 2017-37 Organizing the Painted Prairie Business Improvement District Number Two on September 25, 2017. The City Council approved the Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 on July 24, 2017 pursuant to Resolution No. R2017-49. The City Council approved the Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12 on August 5, 2019 pursuant to Resolution No. R2019-64. The BIDs and Painted Prairie Metropolitan District Nos. 1-12 (collectively, the “**Metro Districts**”) are collectively referred to herein as the “**Districts**.”

The City Council adopted Ordinance No. 2022-04 effective April 23, 2022 approving excluding certain property from the boundaries of the BIDs and including certain property into the boundaries of the BIDs. Since the adoption of Ordinance No. 2022-04, the developer of the project and owner of the undeveloped property within the Districts’ boundaries, Painted Prairie Owner, LLC, has modified its development plan for the property located within the Districts’ boundaries. Certain lots and tracts intended for residential development are in the boundaries of the BIDs.

Pursuant to C.R.S. § 31-25-1208(2), no tract of land which is classified for property tax purposes as residential or agricultural shall be included in the boundaries of a business improvement district. As a result, the BIDs must exclude those lots and tracts intended for residential development within its boundaries as described in the enclosed Petitions for Exclusion. The developer of the project and owner of the undeveloped property within the Districts' boundaries desires to include property which is intended for commercial development within the boundaries of the BIDs as described in the enclosed Petitions for Inclusion.

As of the date of this letter, the BIDs have not issued any debt.

Therefore, in accordance with C.R.S. § 31-25-1220, the following documents are enclosed for consideration:

1. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number One;
2. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number One;
3. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number Two;
4. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number Two;
5. Proposed Notice of Exclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
6. Proposed Notice of Inclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
7. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two.

The BIDs requests that the City Council approve the statutorily required exclusion and inclusion as soon as possible in order to facilitate development within the project. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,
WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Of Counsel

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

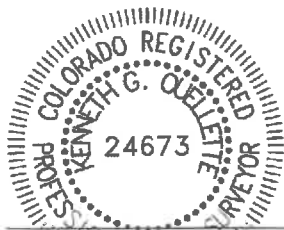
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

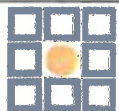
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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 NORTHWEST CORNER OF SECTION 11;
THENCE S85°59'13"E A DISTANCE OF 756.09 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 497.98 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S45°17'04"E A DISTANCE OF 35.23 FEET, AND AN ARC DISTANCE OF 39.09 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;
THENCE S89°55'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING N86°52'16"W A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING N32°12'51"W A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 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 1

DATE: 11/16/22

SHEET: 1 OF 4

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-----

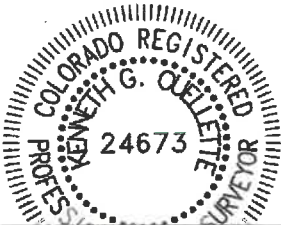
PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING N09°22'25"E A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°45'12"E A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.252 ACRES, MORE OR LESS.

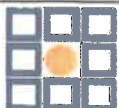


KENNETH G. OUELLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 2022

JOB NO. 65419757

FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

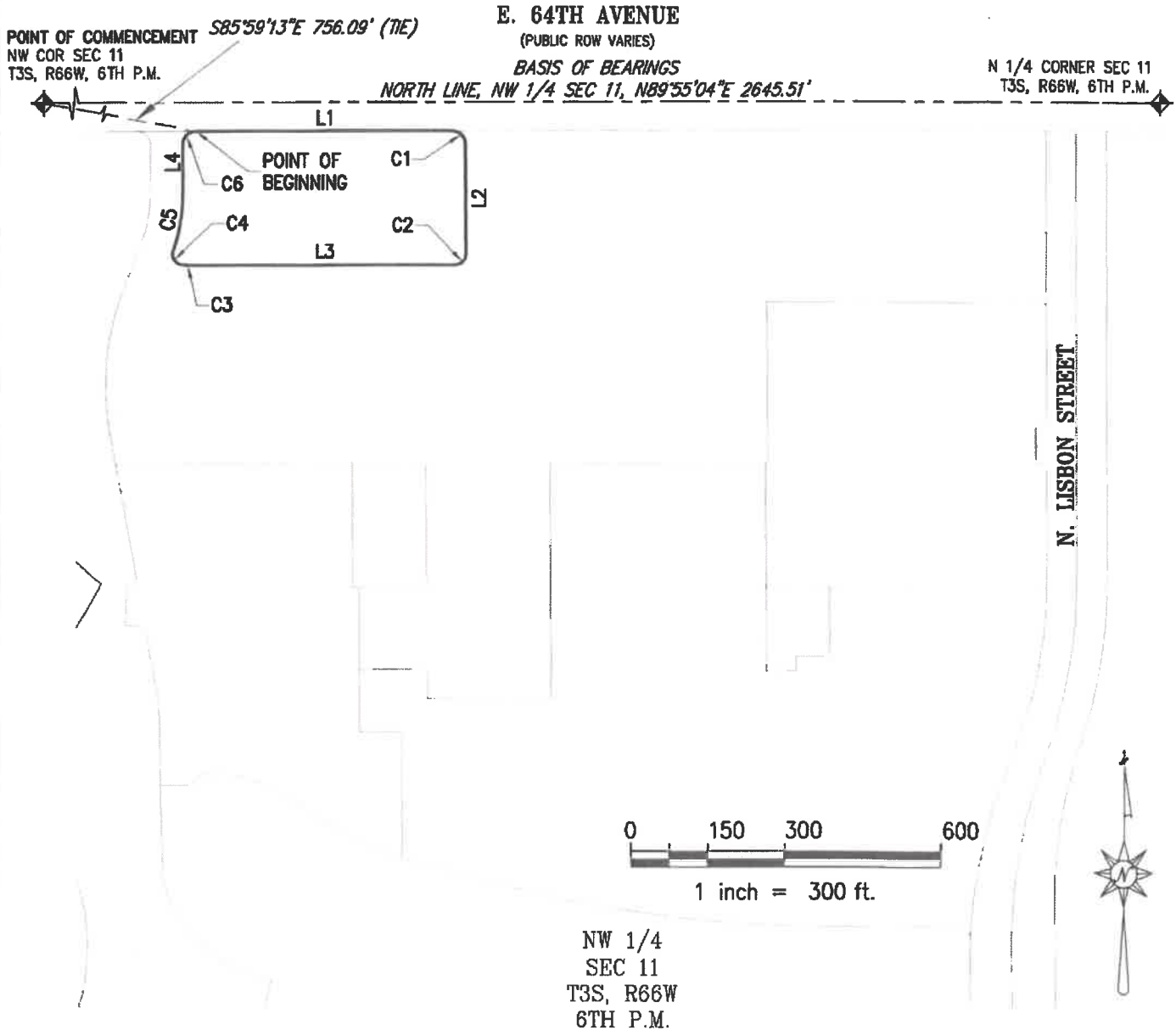
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

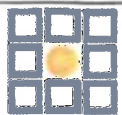
SHEET: 2 OF 4

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 3.252 ACRES MORE OR LESS.

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 1

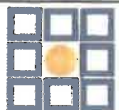
DATE: 11/16/22

SHEET: 3 OF 4

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	497.98'
L2	S00°29'13"E	212.02'
L3	S89°55'13"W	507.04'
L4	N00°27'54"W	91.48'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°35'44"	25.00'	S45°17'04"E	35.23'	39.09'
C2	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C3	6°25'02"	214.00'	N86°52'16"W	23.96'	23.97'
C4	102°53'46"	20.00'	N32°12'51"W	31.28'	35.92'
C5	19°43'14"	333.00'	N09°22'25"E	114.05'	114.62'
C6	90°19'44"	25.00'	N44°45'12"E	35.46'	39.41'



MERRICK

5870 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 4 OF 4

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number Two (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

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

TWO PARCELS 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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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.

PARCEL 1

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;

THENCE S85°17'09"E A DISTANCE OF 645.78 FEET TO THE **POINT OF BEGINNING**;

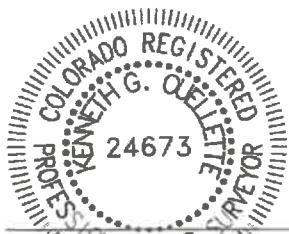
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.64 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S44°45'12"W A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET;

THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING S09°22'25"W A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING S32°12'51"E A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING S86°52'16"E A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;

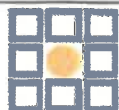


KENNETH G. OUELLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 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: 11/16/22

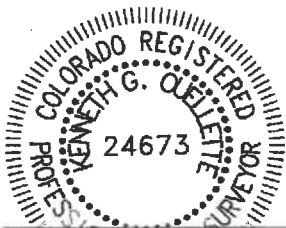
SHEET: 1 OF 5

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

THENCE N89°55'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°24'26", A
RADIUS OF 20.00 FEET, A CHORD BEARING N44°43'00"E A DISTANCE OF 28.38 FEET, AND AN ARC
DISTANCE OF 31.56 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°35'44", A
RADIUS OF 25.00 FEET, A CHORD BEARING N45°17'04"W A DISTANCE OF 35.23 FEET, AND AN ARC
DISTANCE OF 39.09 FEET;
THENCE N89°55'04"E A DISTANCE OF 1139.35 FEET;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 452.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 237.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 56.80 FEET;
THENCE S89°30'47"W A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 158.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A
RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC
DISTANCE OF 300.21 FEET;
THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A
RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC
DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09
FEET;

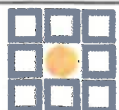


KENNETH G. OLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 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: 11/16/22

SHEET: 2 OF 5

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

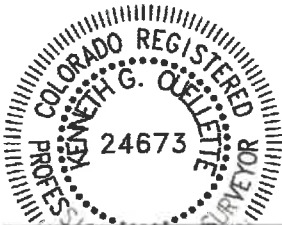
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

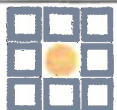
PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S35°26'52"W A DISTANCE OF 1144.02 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 63.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 26.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 161.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 122.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.414 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



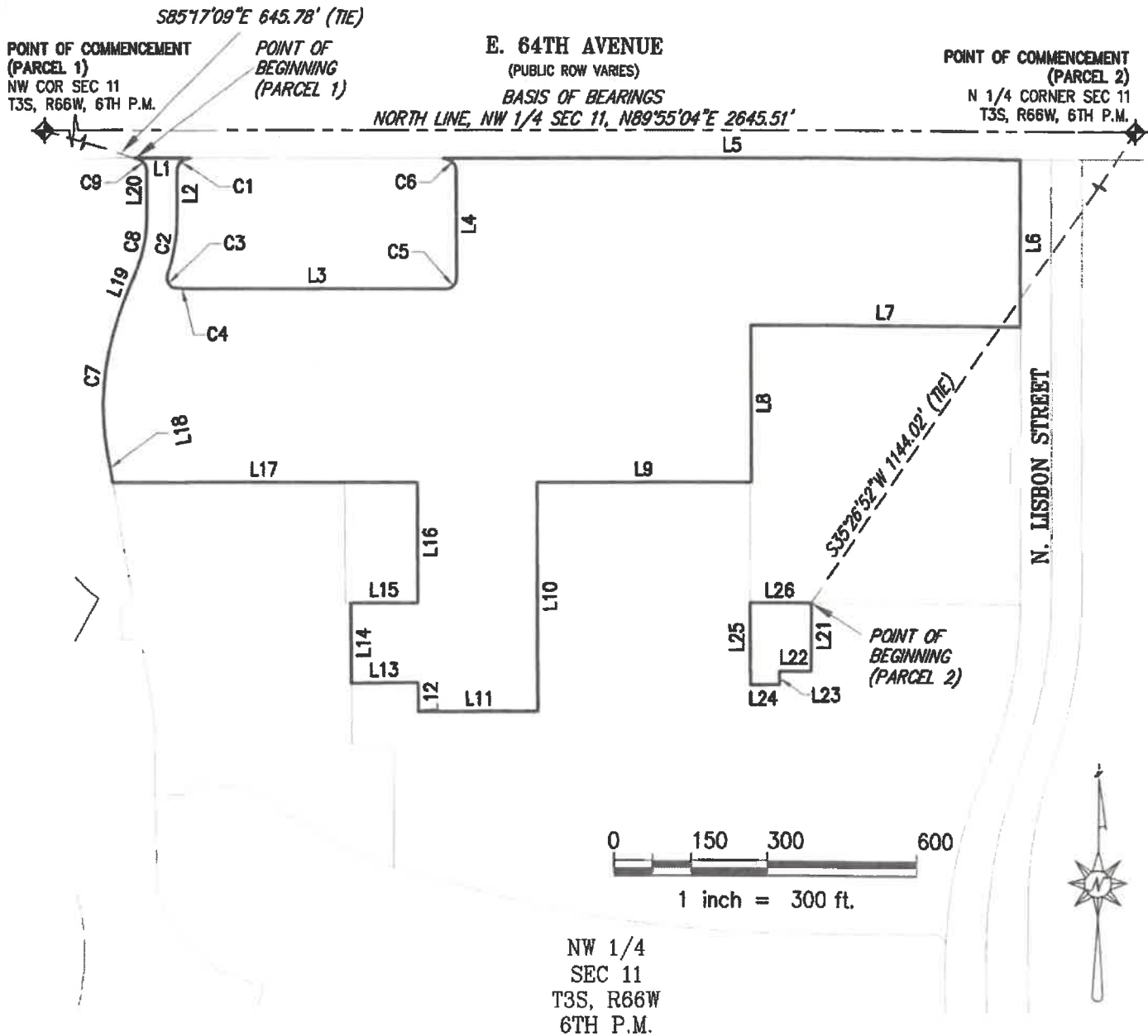
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

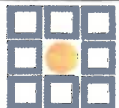
ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.870 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.414 ACRES MORE OR LESS.

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

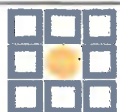
DATE: 11/16/22

SHEET: 4 OF 5

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	110.64'
L2	S00°27'54"E	91.48'
L3	N89°55'13"E	507.04'
L4	N00°29'13"W	212.02'
L5	N89°55'04"E	1139.35'
L6	S00°29'13"E	329.04'
L7	S89°55'13"W	535.51'
L8	S00°29'13"E	310.01'
L9	S89°55'13"W	420.51'
L10	S00°29'13"E	452.01'
L11	S89°55'13"W	237.01'
L12	N00°29'13"W	56.80'
L13	S89°30'47"W	132.14'
L14	N00°29'13"W	158.14'
L15	N89°55'13"E	132.14'
L16	N00°29'13"W	238.01'
L17	S89°55'13"W	601.25'
L18	N10°32'04"W	58.28'
L19	N21°58'53"E	71.41'
L20	N00°27'54"W	92.09'
L21	S00°04'47"E	135.00'
L22	S89°55'13"W	63.56'
L23	S00°29'13"E	26.50'
L24	S89°30'47"W	58.00'
L25	N00°29'13"W	161.92'
L26	N89°55'13"E	122.52'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°19'44"	25.00'	S44°45'12"W	35.46'	39.41'
C2	19°43'14"	333.00'	S09°22'25"W	114.05'	114.62'
C3	102°53'46"	20.00'	S32°12'51"E	31.28'	35.92'
C4	6°25'02"	214.00'	S86°52'16"E	23.96'	23.97'
C5	90°24'26"	20.00'	N44°43'00"E	28.38'	31.56'
C6	89°35'44"	25.00'	N45°17'04"W	35.23'	39.09'
C7	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C8	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C9	86°54'18"	25.00'	N43°30'31"W	34.39'	37.92'



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number One (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

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:

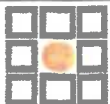
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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®

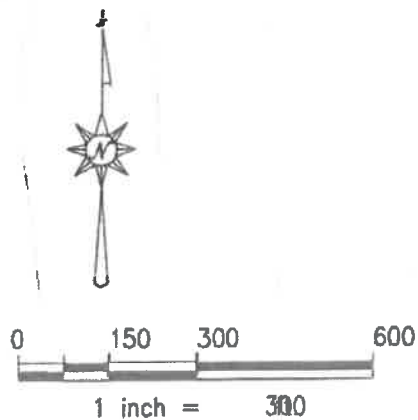
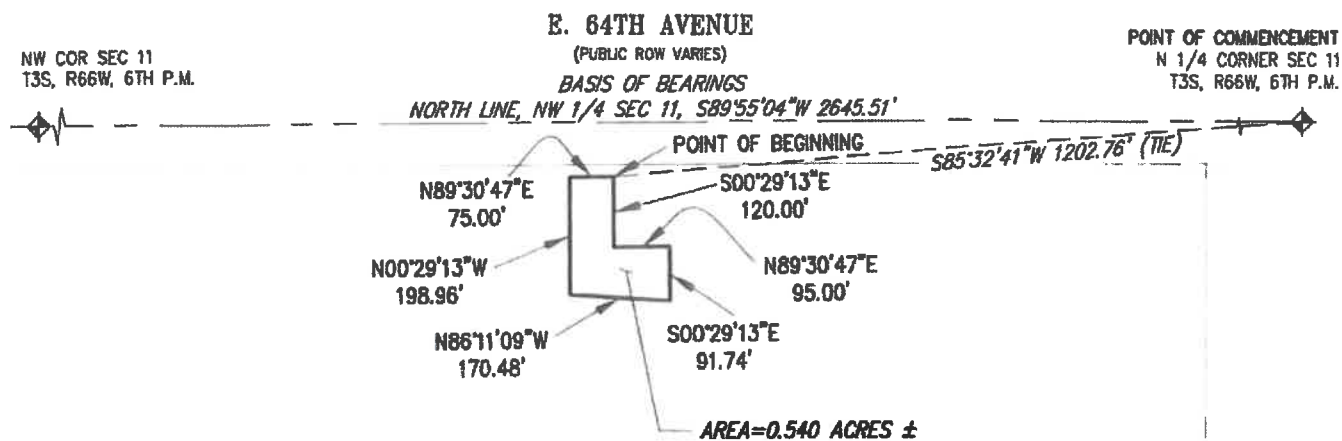
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

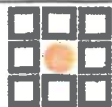
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



NW 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.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number Two (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

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-----

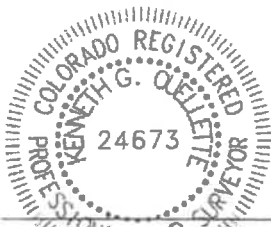
PROPERTY DESCRIPTION

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:

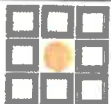
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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 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. QUELETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

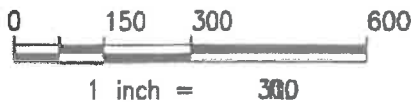
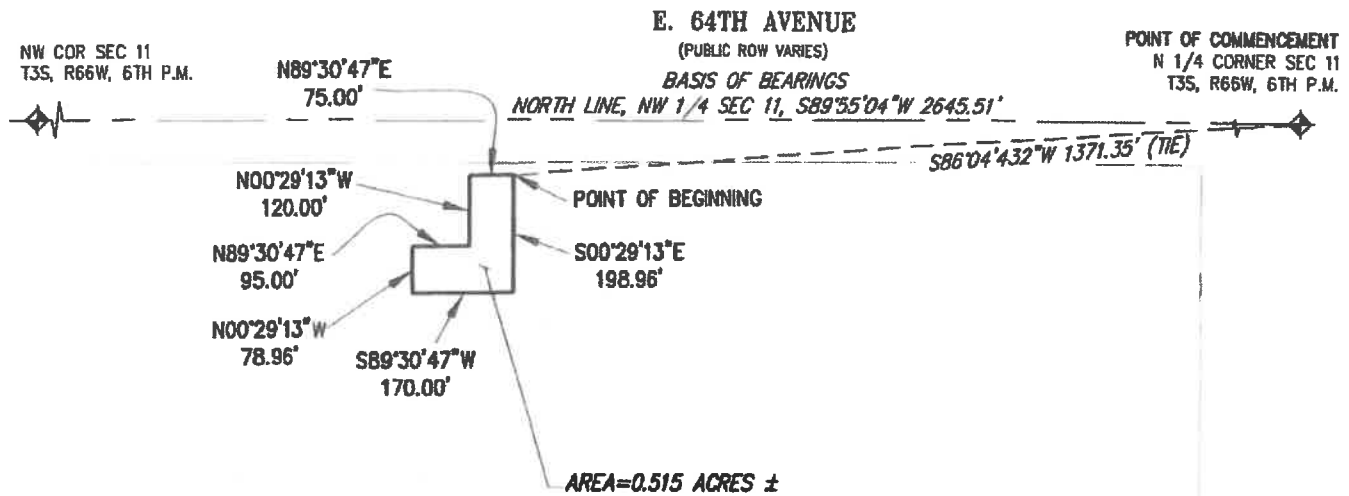
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

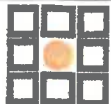
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



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.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

The name and address of the Petitioner and a description of the property to be included into **District Number One** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	--

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	--

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: [REDACTED], 2023

NOTICE OF PUBLIC HEARING ON INCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

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Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
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NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: [REDACTED], 2023



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie Business Improvement District No. 1 Petitions for Exclusion and Inclusion of Property

Staff contact: 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, Assistant City Attorney II

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

The financial impacts of this inclusion/exclusion are unknown at this time as the BIDs have not issued any debt to date. Any future impacts would only apply to the operations within the boundary of the BIDs.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

ORDINANCE NO. 2023-____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO,
INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE
BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT
DISTRICT NUMBER ONE

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinance 2017-36 the organization of Painted Prairie Business Improvement District Number One (the “District”); and

WHEREAS, after the District was formed, the City Council received a petition filed pursuant to C.R.S. § 31-25-1220, by Painted Prairie Owner, LLC (the “Petitioner”) for the exclusion and inclusion of certain property into the District, which property is more particularly described in the Petitions for Exclusion of Property and Petitions for Inclusion of Property all of which are attached hereto as Exhibit A (collectively, the “Petitions”); and

WHEREAS, public notice of the hearing on the Petitions has been given and published in the *Aurora Sentinel* in accordance with state law, calling for a public hearing on the request of said Petitions; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having obligations to the exclusion and inclusion of the properties described in the Petitions were heard, and the City Council has determined that the allegations of the Petitions are true; and

WHEREAS, the properties sought to be included into the District are located entirely within the City of Aurora, in Adams County, Colorado, and does not include property within any other county or within any other incorporated city, town, or city and county.

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

Section 1. Pursuant to its authority under Section 31-25-1207(5) C.R.S., the City Council, as the governing body of the City, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the City Council, and pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the petitioners request of inclusion and exclusion of the properties described into, and out of, the Painted Prairie Business Improvement District Number One as described in Exhibit A.

Section 2. Pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number One as described in Exhibit A.

Section 3. The City Council, being fully informed, hereby finds and determines that the change in boundaries of the Painted Prairie Business Improvement District Number One as proposed in the Petitions does not adversely affect such District nor does it affect their rights or privileges whatsoever.

Section 4. The City Council hereby grants the Petitions described in Exhibit A.

Section 5. The actions of the City Clerk, petitioners, and designated election official in setting and providing public notice of the public hearing on the Petitions are hereby ratified and confirmed.

Section 6. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and Recorder of Adams County, Colorado, whereupon the properties shall be included into and excluded from the Painted Prairie Business Improvement District Number One as approved in this ordinance.

Section 7. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance or part thereof previously repealed.

Section 8. 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 _____ 2023.


PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____ 2023.

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: An Ordinance of the City Council of the City of Aurora, Colorado Excluding and Including Certain Properties from the Boundaries of the Painted Prairie Business Improvement District No. 2

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, Senior Assistant City Attorney

Outside Speaker:

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

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

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: 1/24/2023

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 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.)

Pursuant to the provisions of the "Business Improvement District Act" of Colorado Revised Statutes, The Painted Prairie Business Improvement Districts (BID) Nos. 1 and 2 were approved by City Council in 2017. Following the formation of the district, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID.

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

The petitions for the proposed Painted Prairie BID No. 2 inclusion and exclusion are attached. The developer of the project and owner of the undeveloped property within the BID boundaries have modified their development plans for the property located within the districts. As such, this request is to include property which is intended for commercial development within the boundaries of the BID as described in the attached petitions. In addition, the BID must exclude any land classified as residential from their boundaries.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the February 13, 2023 Regular Meeting?

LEGAL COMMENTS

The city council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the city. (§31-25-1204 C.R.S.) City council passed Ordinance 2017-37 and declared the Painted Prairie Business Improvement District No 2 organized. Under §31-25-1220 (5) C.R.S., during or after the formation of the district, any property owner may request that a property may be included or excluded from the district. After council's approval the boundaries of the district will be changed accordingly. (Hernandez)

PUBLIC FINANCIAL IMPACT

- ☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

- ☐ Not Applicable ☐ Significant ☒ Nominal

If Significant or Nominal, explain: Impact is unknown at this time as debt has not been issued.



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

January 5, 2023

VIA EMAIL

Cesarina Dancy
Project Manager
Office of Development Assistance
City of Aurora
cdancy@auroragov.org

**Re: Painted Prairie Business Improvement District Nos. 1 & 2 Petitions for
Exclusion and Inclusion of Property**

Dear Ms. Dancy:

White Bear Ankele Tanaka & Waldron represents the Painted Prairie Business Improvement District Number One and the Painted Prairie Business Improvement District Number Two (collectively, the “**BIDs**”). The BIDs are seeking to exclude and include certain property into their respective boundaries.

The City Council for the City of Aurora (the “**City Council**”) approved Ordinance No. 2017-36 Organizing the Painted Prairie Business Improvement District Number One on September 25, 2017. The City Council approved Ordinance No. 2017-37 Organizing the Painted Prairie Business Improvement District Number Two on September 25, 2017. The City Council approved the Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 on July 24, 2017 pursuant to Resolution No. R2017-49. The City Council approved the Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12 on August 5, 2019 pursuant to Resolution No. R2019-64. The BIDs and Painted Prairie Metropolitan District Nos. 1-12 (collectively, the “**Metro Districts**”) are collectively referred to herein as the “**Districts**.”

The City Council adopted Ordinance No. 2022-04 effective April 23, 2022 approving excluding certain property from the boundaries of the BIDs and including certain property into the boundaries of the BIDs. Since the adoption of Ordinance No. 2022-04, the developer of the project and owner of the undeveloped property within the Districts’ boundaries, Painted Prairie Owner, LLC, has modified its development plan for the property located within the Districts’ boundaries. Certain lots and tracts intended for residential development are in the boundaries of the BIDs.

Pursuant to C.R.S. § 31-25-1208(2), no tract of land which is classified for property tax purposes as residential or agricultural shall be included in the boundaries of a business improvement district. As a result, the BIDs must exclude those lots and tracts intended for residential development within its boundaries as described in the enclosed Petitions for Exclusion. The developer of the project and owner of the undeveloped property within the Districts' boundaries desires to include property which is intended for commercial development within the boundaries of the BIDs as described in the enclosed Petitions for Inclusion.

As of the date of this letter, the BIDs have not issued any debt.

Therefore, in accordance with C.R.S. § 31-25-1220, the following documents are enclosed for consideration:

1. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number One;
2. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number One;
3. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number Two;
4. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number Two;
5. Proposed Notice of Exclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
6. Proposed Notice of Inclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
7. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two.

The BIDs requests that the City Council approve the statutorily required exclusion and inclusion as soon as possible in order to facilitate development within the project. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,
WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Of Counsel

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

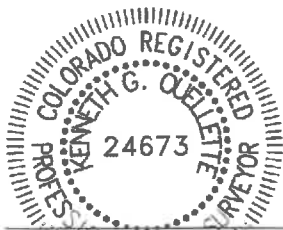
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

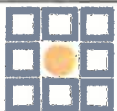
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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 NORTHWEST CORNER OF SECTION 11;
THENCE S85°59'13"E A DISTANCE OF 756.09 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 497.98 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S45°17'04"E A DISTANCE OF 35.23 FEET, AND AN ARC DISTANCE OF 39.09 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;
THENCE S89°55'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING N86°52'16"W A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING N32°12'51"W A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 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 1

DATE: 11/16/22

SHEET: 1 OF 4

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-----

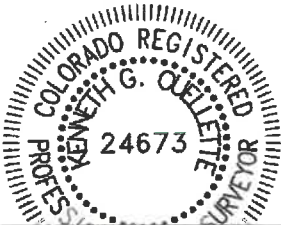
PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING N09°22'25"E A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°45'12"E A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.252 ACRES, MORE OR LESS.

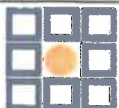


KENNETH G. OUELLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 2022

JOB NO. 65419757

FOR AND ON BEHALF OF MERRICK & COMPANY



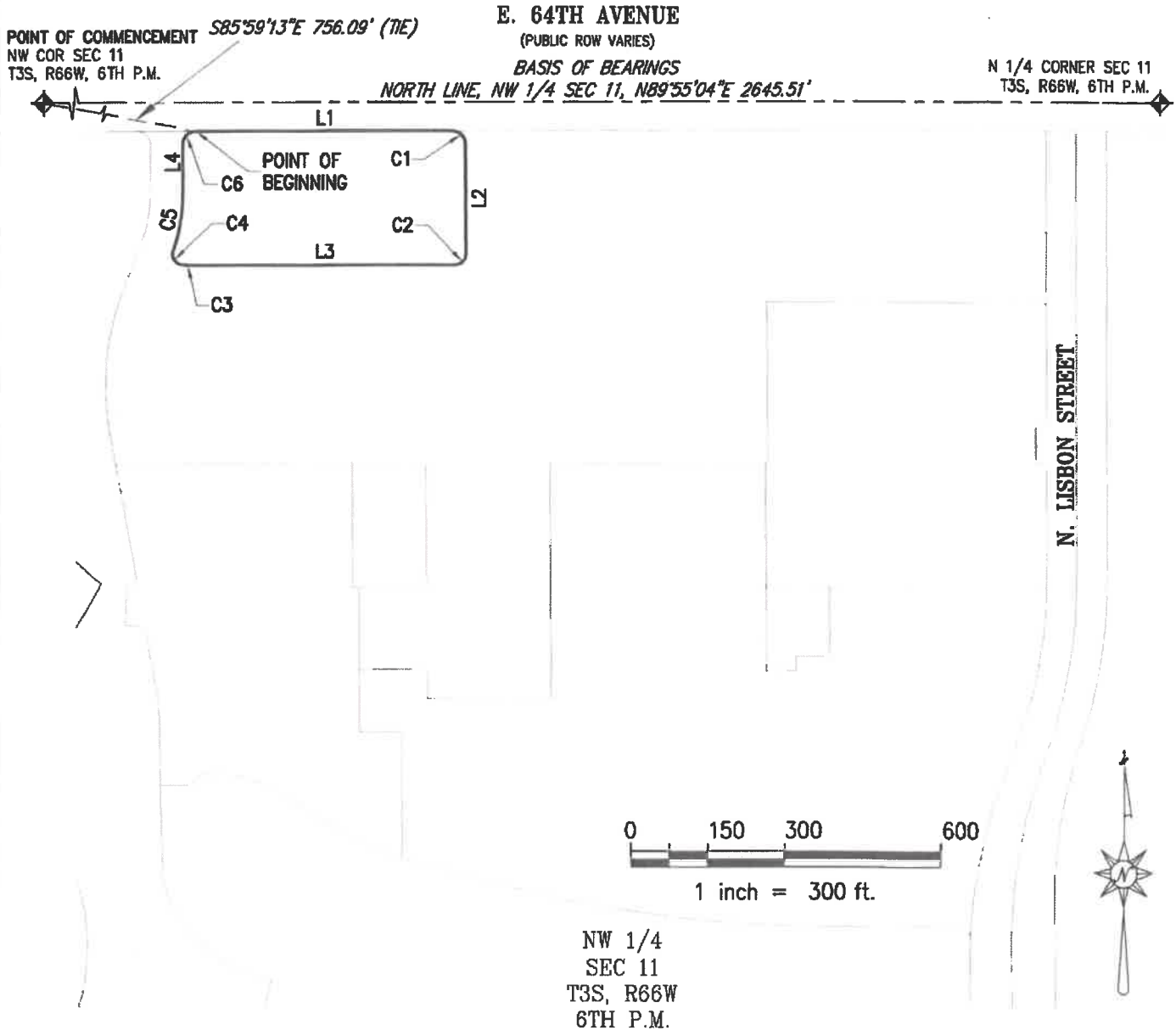
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Telephone: 303-751-0741

BID 1

DATE: 11/16/22

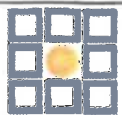
SHEET: 2 OF 4

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 3.252 ACRES MORE OR LESS.

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 1

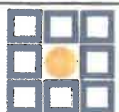
DATE: 11/16/22

SHEET: 3 OF 4

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	497.98'
L2	S00°29'13"E	212.02'
L3	S89°55'13"W	507.04'
L4	N00°27'54"W	91.48'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°35'44"	25.00'	S45°17'04"E	35.23'	39.09'
C2	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C3	6°25'02"	214.00'	N86°52'16"W	23.96'	23.97'
C4	102°53'46"	20.00'	N32°12'51"W	31.28'	35.92'
C5	19°43'14"	333.00'	N09°22'25"E	114.05'	114.62'
C6	90°19'44"	25.00'	N44°45'12"E	35.46'	39.41'



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 4 OF 4

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number Two (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

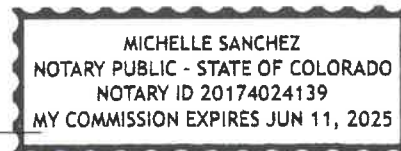
COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

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

TWO PARCELS 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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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.

PARCEL 1

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;

THENCE S85°17'09"E A DISTANCE OF 645.78 FEET TO THE **POINT OF BEGINNING**;

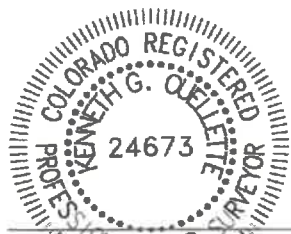
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.64 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S44°45'12"W A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET;

THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING S09°22'25"W A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING S32°12'51"E A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING S86°52'16"E A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;

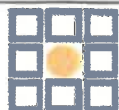


KENNETH G. OUELLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 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: 11/16/22

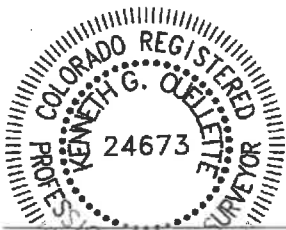
SHEET: 1 OF 5

EXHIBIT A

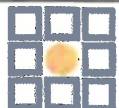
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

THENCE N89°55'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°24'26", A
RADIUS OF 20.00 FEET, A CHORD BEARING N44°43'00"E A DISTANCE OF 28.38 FEET, AND AN ARC
DISTANCE OF 31.56 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°35'44", A
RADIUS OF 25.00 FEET, A CHORD BEARING N45°17'04"W A DISTANCE OF 35.23 FEET, AND AN ARC
DISTANCE OF 39.09 FEET;
THENCE N89°55'04"E A DISTANCE OF 1139.35 FEET;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 452.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 237.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 56.80 FEET;
THENCE S89°30'47"W A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 158.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A
RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC
DISTANCE OF 300.21 FEET;
THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A
RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC
DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09
FEET;



KENNETH G. OLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 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: 11/16/22

SHEET: 2 OF 5

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

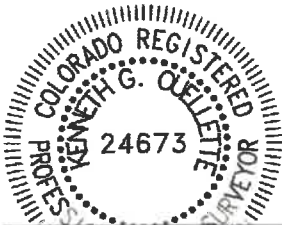
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

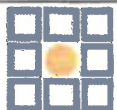
PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S35°26'52"W A DISTANCE OF 1144.02 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 63.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 26.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 161.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 122.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.414 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



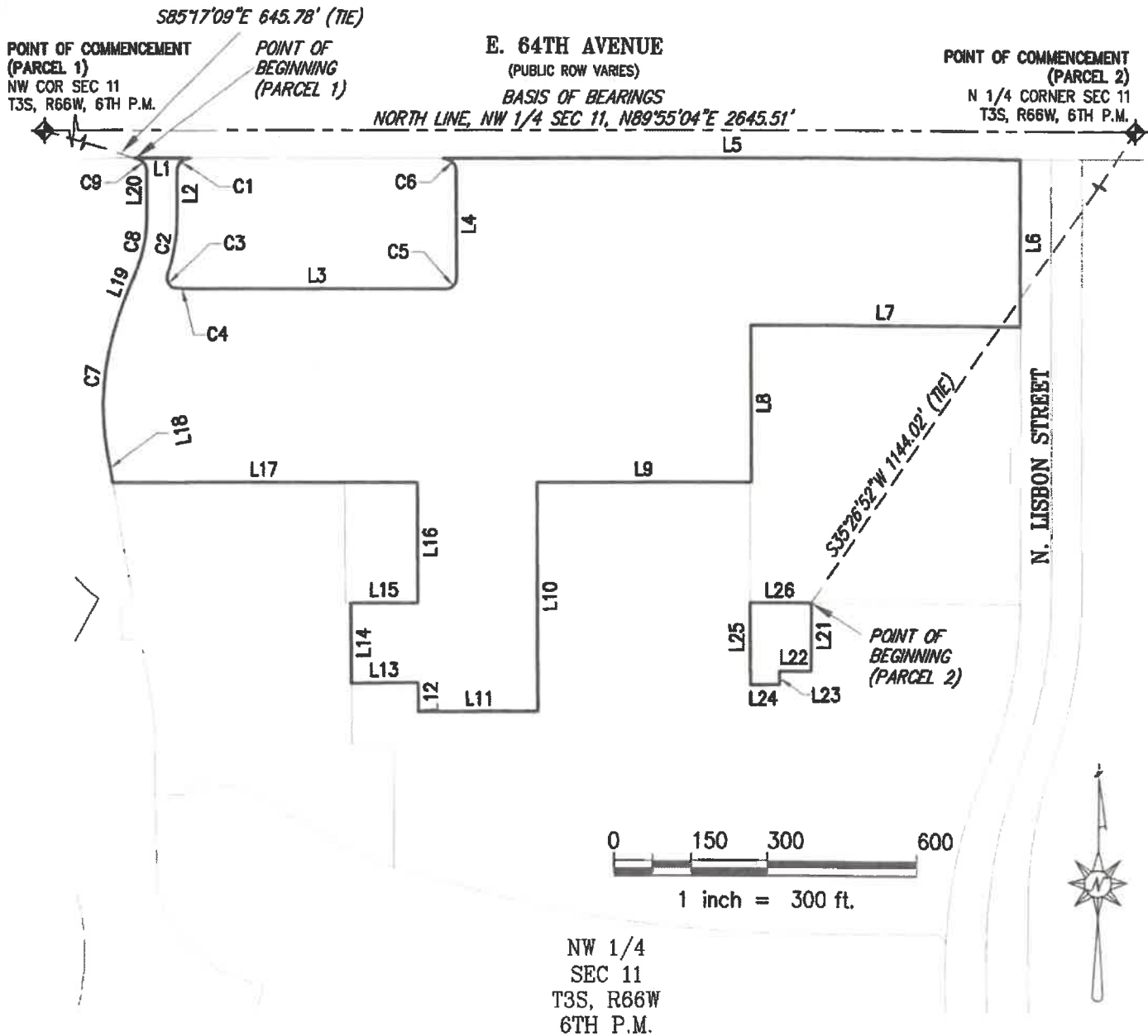
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

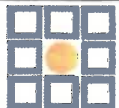
ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.870 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.414 ACRES MORE OR LESS.

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

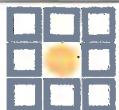
DATE: 11/16/22

SHEET: 4 OF 5

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	110.64'
L2	S00°27'54"E	91.48'
L3	N89°55'13"E	507.04'
L4	N00°29'13"W	212.02'
L5	N89°55'04"E	1139.35'
L6	S00°29'13"E	329.04'
L7	S89°55'13"W	535.51'
L8	S00°29'13"E	310.01'
L9	S89°55'13"W	420.51'
L10	S00°29'13"E	452.01'
L11	S89°55'13"W	237.01'
L12	N00°29'13"W	56.80'
L13	S89°30'47"W	132.14'
L14	N00°29'13"W	158.14'
L15	N89°55'13"E	132.14'
L16	N00°29'13"W	238.01'
L17	S89°55'13"W	601.25'
L18	N10°32'04"W	58.28'
L19	N21°58'53"E	71.41'
L20	N00°27'54"W	92.09'
L21	S00°04'47"E	135.00'
L22	S89°55'13"W	63.56'
L23	S00°29'13"E	26.50'
L24	S89°30'47"W	58.00'
L25	N00°29'13"W	161.92'
L26	N89°55'13"E	122.52'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°19'44"	25.00'	S44°45'12"W	35.46'	39.41'
C2	19°43'14"	333.00'	S09°22'25"W	114.05'	114.62'
C3	102°53'46"	20.00'	S32°12'51"E	31.28'	35.92'
C4	6°25'02"	214.00'	S86°52'16"E	23.96'	23.97'
C5	90°24'26"	20.00'	N44°43'00"E	28.38'	31.56'
C6	89°35'44"	25.00'	N45°17'04"W	35.23'	39.09'
C7	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C8	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C9	86°54'18"	25.00'	N43°30'31"W	34.39'	37.92'



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number One (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

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:

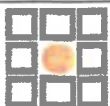
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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



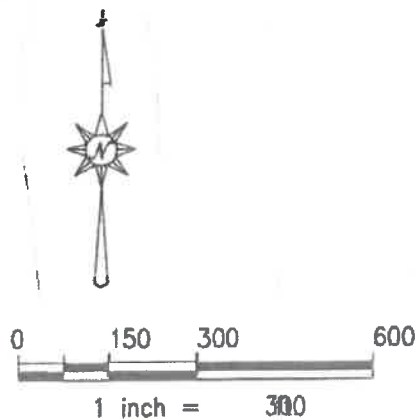
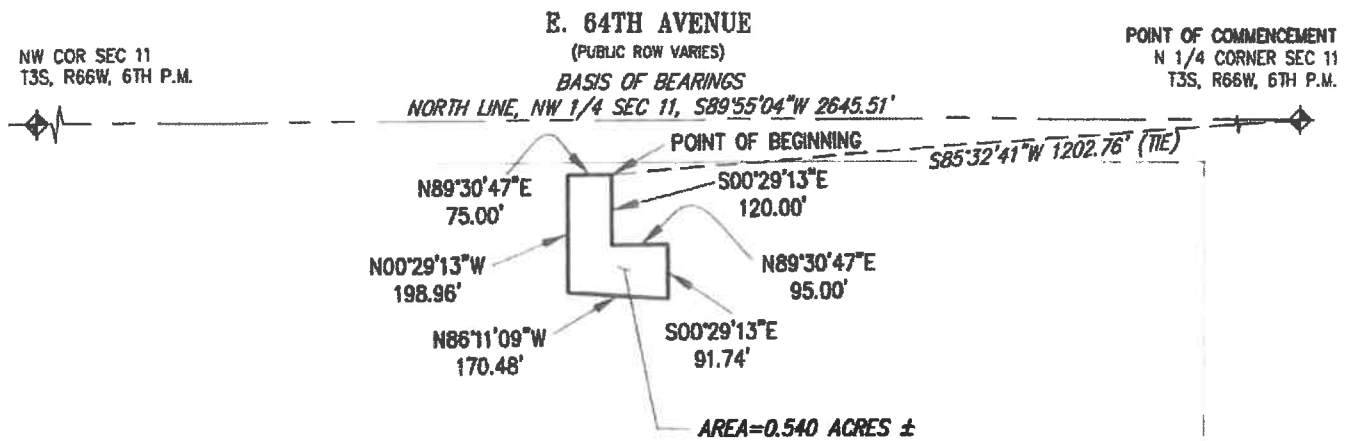
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

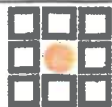
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



NW 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.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number Two (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

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-----

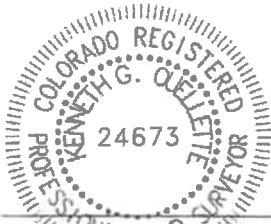
PROPERTY DESCRIPTION

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:

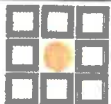
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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 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. QUELETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

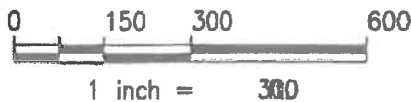
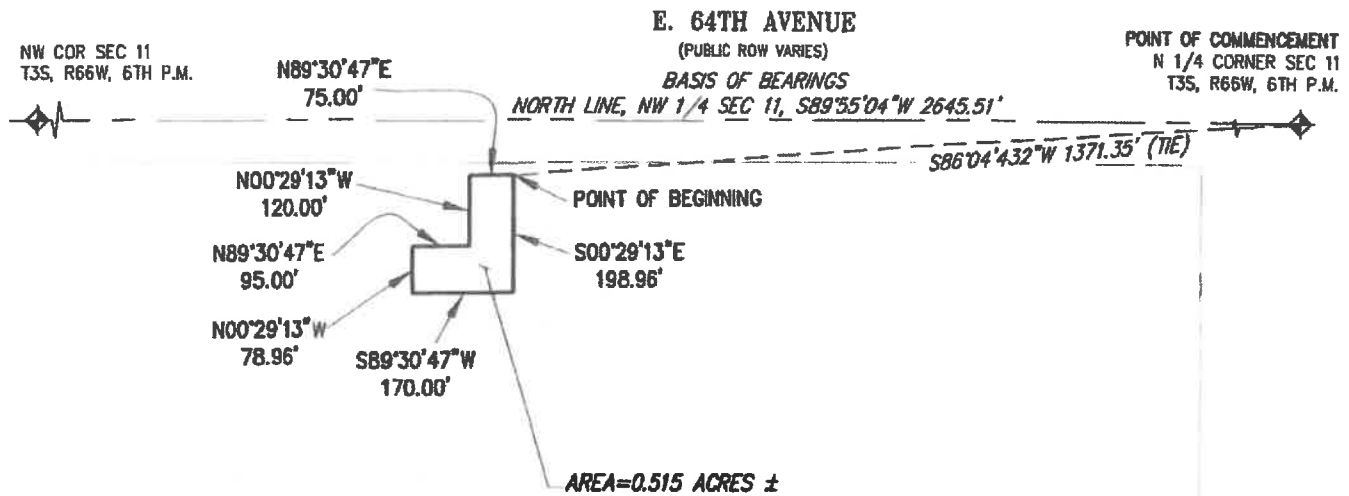
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

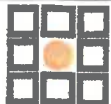
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



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.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

The name and address of the Petitioner and a description of the property to be included into **District Number One** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	--

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	--

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: [REDACTED], 2023

NOTICE OF PUBLIC HEARING ON INCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

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----------------------------------	--

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	--

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: [REDACTED], 2023



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie Business Improvement District No. 2 Petitions for Exclusion and Inclusion of Property

Staff contact: 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, Assistant City Attorney II

TYPE OF FISCAL IMPACT

Select all that apply.

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

The financial impacts of this inclusion/exclusion are unknown at this time as the BIDs have not issued any debt to date. Any future impacts would only apply to the operations within the boundary of the BIDs.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

ORDINANCE NO. 2023-__

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO,
INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE
BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT
DISTRICT NUMBER TWO

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinance 2017-37 the organization of Painted Prairie Business Improvement District Number Two (the “District”); and

WHEREAS, after the District was formed, the City Council received a petition filed pursuant to C.R.S. § 31-25-1220, by Painted Prairie Owner, LLC (the “Petitioner”) for the exclusion and inclusion of certain property into the District, which property is more particularly described in the Petitions for Exclusion of Property and Petitions for Inclusion of Property all of which are attached hereto as Exhibit A (collectively, the “Petitions”); and

WHEREAS, public notice of the hearing on the Petitions has been given and published in the *Aurora Sentinel* in accordance with state law, calling for a public hearing on the request of said Petitions; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having obligations to the exclusion and inclusion of the properties described in the Petitions were heard, and the City Council has determined that the allegations of the Petitions are true; and

WHEREAS, the properties sought to be included into the District are located entirely within the City of Aurora, in Adams County, Colorado, and does not include property within any other county or within any other incorporated city, town, or city and county.

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

Section 1. Pursuant to its authority under Section 31-25-1207(5) C.R.S., the City Council, as the governing body of the City, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the City Council, and pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the petitioners request of inclusion and exclusion of the properties described into, and out of, the Painted Prairie Business Improvement District Number Two as described in Exhibit A.

Section 2. Pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number Two as described in Exhibit A.

Section 3. The City Council, being fully informed, hereby finds and determines that the change in boundaries of the Painted Prairie Business Improvement District Number Two as proposed in the Petitions does not adversely affect such District nor does it affect their rights or privileges whatsoever.

Section 4. The City Council hereby grants the Petitions described in Exhibit A.

Section 5. The actions of the City Clerk, petitioners, and designated election official in setting and providing public notice of the public hearing on the Petitions are hereby ratified and confirmed.

Section 6. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and Recorder of Adams County, Colorado, whereupon the properties shall be included into and excluded from the Painted Prairie Business Improvement District Number Two as approved in this ordinance.

Section 7. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance or part thereof previously repealed.

Section 8. 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
_____ 2023.

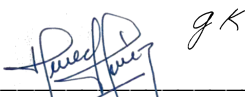
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of
_____ 2023.

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: Proposed Drought Surcharge Change to Rate
Item Initiator: Fernando Aranda, Rate Analyst, Aurora Water
Staff Source/Legal Source: Marshall Brown, General 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: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER
Marshall Brown, General 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 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: 1/18/2023

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.)*

On January 18, 2023, the Water Policy Committee supported moving the APPROVAL OF AN ORDINANCE amending section 138-223 of the City Code pertaining to service for the provision of water forward to Study Session.

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

In anticipation of a request for a drought declaration for 2023, staff began preparation for messaging on drought surcharges included in the rates ordinance approved in 2022. These surcharges are triggered by Water Availability Stage declarations, beginning at Stage I. The surcharges serve two functions: 1) to provide incentives for outdoor water use reductions to help meet the target goals identified in the Water Management Plan; and 2) to help fund opportunistic water leases to assist with reservoir recovery during and following a drought.

The current surcharges were projected to be challenging for multifamily and commercial rate classes, which use an allocation method that does not delineate indoor use for properties that have a single meter for both indoor and irrigation use. The residential rate class currently recognizes the indoor use component through the existing tier structure, with tier 1 reflecting indoor use which is exempt from surcharges. Current surcharges for the residential rate only apply to tier 2 and above. This proposed change to the surcharges through the Rate Ordinance will correct the multifamily and commercial challenge by providing an indoor use component based on the winter quarter average calculation used for sewer charges. To be consistent, this change will also be applied to the residential class.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF AN ORDINANCE amending section 138-223 of the City Code pertaining to service for the provision of water forward to the next Council meeting?

LEGAL COMMENTS

City Charter authorizes the City Council to establish, by ordinance, rates, rules, regulations, and extension policies, for services provided by city-owned utilities. (City Charter Section 12-3) (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: See Attached Fiscal Impact Form

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☒ Nominal

If Significant or Nominal, explain: This drought surcharge adjustment will result in increased cost for higher water use for outdoor irrigation. Should outdoor water reductions achieve targeted goals of 20%, this adjustment would be cost neutral for customers.

ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING
SERVICES FOR THE PROVISION OF WATER

WHEREAS, Aurora Water continually monitors its rates and their impacts on current and future commercial and residential customers and seeks to adjust Aurora Water rates to recognize the probability of a drought condition; and

WHEREAS, Aurora Water has prepared the “Aurora Water Management Plan ” to promote efficient use of water for both indoor and outdoor purposes and to describe the rules and regulations as required by Section 138-189 of the Aurora City Code to administer the Water System; 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 138-223 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, 2023

Meter Size (Inches)	Residential, Multifamily and Commercial	Irrigation
5/8 and 3/4	\$13.51	\$12.91
1 and 1 1/4	\$20.66	\$18.91
1 1/2	\$32.58	\$28.90

2	\$46.90	\$40.91
3	\$85.04	\$72.90
4	\$127.95	\$108.89
6	\$247.18	\$208.88
8	\$505.74	\$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, 2023

Tier 1	0 5,000 gallons, per 1,000	\$5.63
Tier 2	5,001—10,000 gallons, per 1,000	\$6.53
Tier 3	10,001 — 20,000 gallons, per 1,000	\$7.35
Tier 4	20,001 gallons and over, per 1,000	\$11.55

Effective January 1, 2023

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	\$5.98	\$6.29	\$7.68
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	\$6.58	\$6.92	\$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 on usage above~~

the customer's average monthly winter water consumption computed from meter readings taken during the winter period (winter quarter average). For purposes of this section, the term "winter period" and the method of computing winter quarter average shall be defined in rules and regulations promulgated by the director of water. 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, 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, 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, 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 Residential, Multifamily and Commercial
Effective April 1, 2023**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 110% of winter quarter average	\$0.00	\$0.00	\$0.00	\$4.20
Surcharge per 1,000 gallons used above 110% winter quarter average	\$0.00	\$1.95	\$7.60	\$12.60

**Surcharges for Irrigation
Effective ~~January 1, 2023~~ April 1, 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 \$1.95	\$3.42 \$7.20	\$15.49 \$12.60
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.26 \$1.95	\$3.77 \$7.20	\$17.05 \$25.20

(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, 2023
2	\$2.42
3	\$5.28
4	\$9.51
6	\$21.14

8	\$36.24
10	\$57.38
12	\$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, 2023
¾	\$12.62
3	\$80.04

- (2) *Water usage rate.* All water furnished shall be charged at the rate of \$10.19 effective January 1, 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 2. 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 3. 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 4. 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 5. 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 _____, 2023.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, Assistant City Attorney

The background of the slide is a close-up photograph of water. The water is dark blue and black, with numerous bright, out-of-focus light reflections that appear as glowing circles and streaks. The text is overlaid on this background.

Aurora Water

Drought Pricing Proposal 2023

Agenda

- Existing Surcharges
- Challenges
- Proposed New Methodology
- Next Steps

Existing Surcharges

Drought Surcharges				
Water Management Plan Stages	Existing Rates	Stage I	Stage II	Stage III
Water Availability Condition		Severely Dry	Exceptionally Dry	Emergency Conditions
Conservation factor (Outdoor Use)		20%	50%	100%
Existing Drought Surcharges per Code				
Residential Surcharges		15%	46%	138%
Block 1 (0-5Kgals)	\$5.63	\$0.00	\$0.00	\$0.00
Block 1 (6-20Kgals)	\$6.53	\$0.91	\$2.72	\$8.21
Block 2 (21-40Kgals)	\$7.35	\$1.00	\$2.98	\$9.00
Block 3 (>41Kgals)	\$11.55	\$1.54	\$4.59	\$13.84
Commercial Surcharges				
Block 1	\$6.29	\$0.94	\$2.80	\$8.46
Block 2	\$6.92	\$1.03	\$3.08	\$9.30
Multifamily Surcharges				
Block 1	\$5.98	\$0.91	\$2.72	\$8.20
Block 2	\$6.58	\$1.00	\$2.99	\$9.01
Irrigation Surcharges				
Block 1	\$7.68	\$1.15	\$3.42	\$15.49
Block 2	\$8.46	\$1.26	\$3.77	\$17.05

Existing Surcharges

- Can be implemented starting in April 2023
- Surcharges apply to all usage throughout the year
- **How it works**
 - Only residential 0-5Kgals is not surcharged
 - Surcharges follows existing rate structure

WQA Option

- Can be implemented starting in April 2023
- **How it works**
 - Winter Quarter Average (WQA) – Dec-Jan-Feb usage average
 - Only usage above WQA+10% is subject to the surcharge
 - 10% Cushion to help customers with variance during winter
 - A Minimum WQA floor of 5,000 gallons is established for residential customers this helps snowbirds and small families
 - Irrigation customers are surcharged on all usage

Pros and Cons

Options	Pro	Cons
Existing Surcharges	<ul style="list-style-type: none">• Existing structure• Lower Surcharges	<ul style="list-style-type: none">• Impact customers with no outdoor usage (MF & Com)• Surcharges apply to all year usage• Large families are affected
WQA Option (Winter Quarter Consumption)	<ul style="list-style-type: none">• Impact mainly customers with outdoor usage• Recognize Large family's indoor usage• Affects mainly usage during summer	<ul style="list-style-type: none">• Requires education to customers• Strange pattern customers with no outdoor usage may be affected

Drought Model Results – Stage 1 -WQA

	Stage 1	Stage 2	Stage 3
Residential Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Commercial Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Multifamily Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Irrigation Surcharges			
All Usage	\$1.95	\$7.60	\$25.20

Customer Impact Example

Average Customer

Item	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	88.0	82.6	\$689.48	\$693.14
AWC	5 .0		Annual \$ impact	\$3.66
			Annual % Impact	0.53%

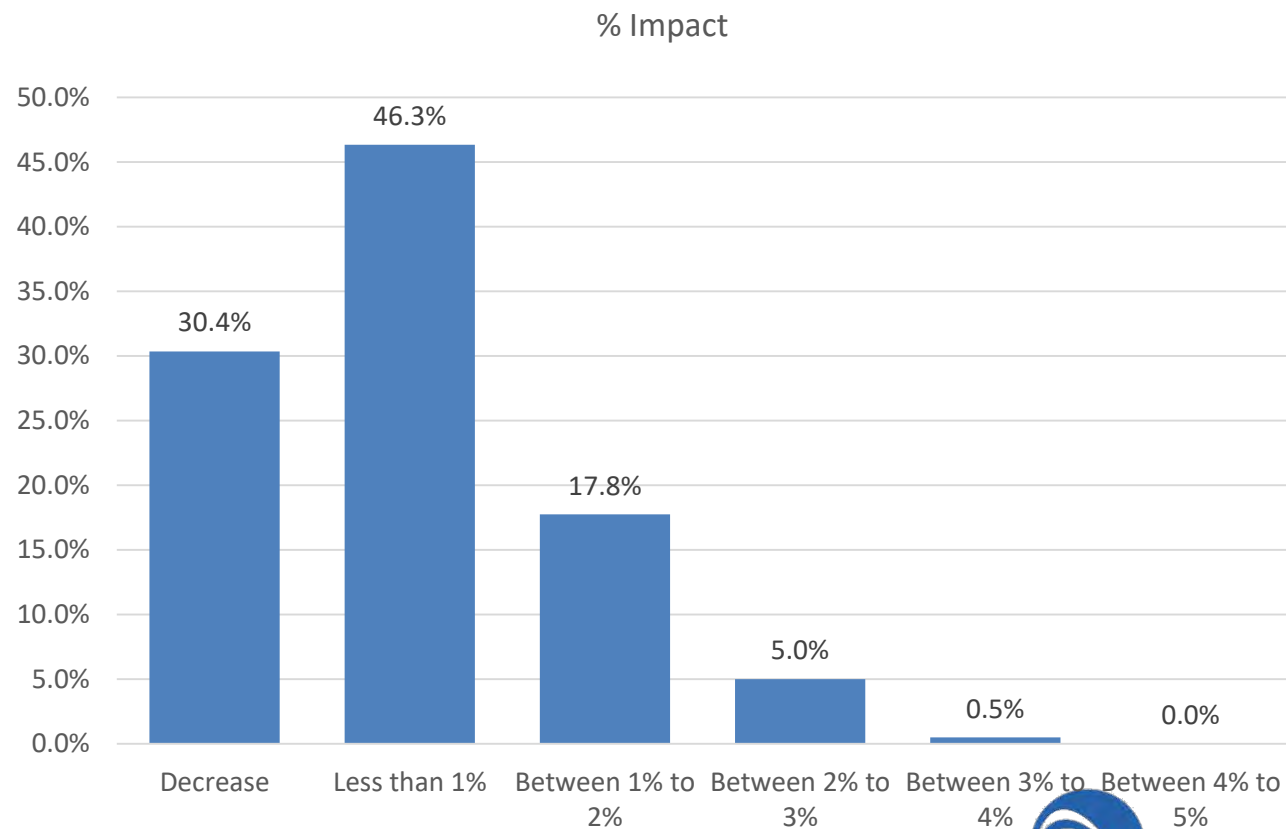
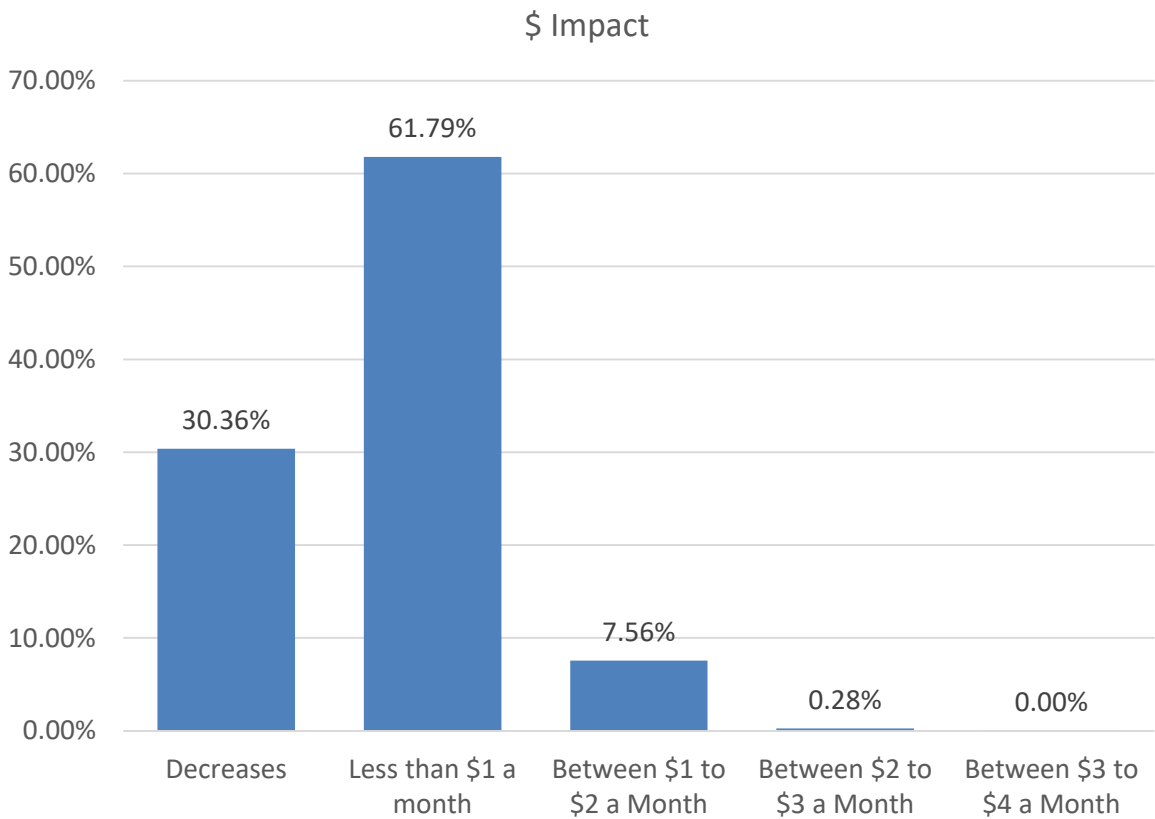
High Water User

Item	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	104.0	98.1	\$797.08	\$800.35
AWC	6.0		Annual \$ impact	\$3.27
			Annual % Impact	0.41%

Unsustainable Water User

Month	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	151	142.24	\$1,136.17	\$1,131.71
AWC	8.7		Annual \$ impact	(\$4.46)
			Annual % Impact	-0.39%

Impacts Residential Customers



Impacts are small because surcharges only recover revenue losses due to decrease



Next-Steps

- Proposing the WQA option \$1.95/thousand gallons drought surcharge
- Communications plan
 - “All hands” approach to educate customers on surcharge impacts and options
 - NewsAurora & This is Aurora
 - Social media
 - Traditional media
 - Drought mailer to all customers
 - Aurora8
 - Ward meetings

Next-Steps

- Schedule
 - Citizens' Water Advisory Committee – January 10, 2023
 - Water Policy Committee – January 18, 2023
 - Study Session – February 6, 2023
 - Regular Session – February 13, 2023
 - 1st Publication - February 16, 2023
 - Final Reading – February 27, 2023
 - 2nd Publication – March 2, 2023
 - Reconsideration ends – March 13, 2023
 - Effective date – April 1, 2023

Water Policy Committee (WPC) Meeting
January 18, 2023

Members Present: Council Member Steve Sundberg Chair, Council Member Alison Coombs
Vice Chair, Council Member François Bergan

Absent:

Others Present: Casey Rossman, Greg Baker, Marshall Brown, Rachel Allen, Fernando Aranda, Ian Best, Dan Brotzman, Steve Cann, Alex Davis, Dick Eason, Steve Fiori, Michelle Gardner, Sonya Gonzalez, Dan Mikesell, John Murphy, Gail Thrasher, Tim York, Sarah Young, Adam Waters, Abba Ahmed, Morgan Hopkins-Crawly, Diana Denwood, Eric Schneider

1. Approval of Minutes

The December 20, 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: CM Bergan asked how the reservoirs are doing in terms of storage? J. Murphy replied, at the end of December, we are about 55% of storage capacity. CM Sundberg asked, how does that compare to last year? J. Murphy replied, at the end of December of last year, the reservoirs had 10,000 acre feet more of storage than this year. G. Baker added, we can project out to early April when we start to see run-off and we will probably be about 48-49% of storage capacity which is lower than we have been since 2013.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Citizen's Water Advisory Committee (CWAC) Quarterly Report

Summary of Issue and Discussion: D. Eason gave an overview of who CWAC is, their purpose and what the Water Policy Committee can expect to hear with their quarterly reports.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation.

CM Bergan asked, if the cloud-seeding only took place until April? A. Ahmed responded, yes, it takes place from November to April and is based on climate, we cannot seed without the right temperature. CM Bergan asked, why Colorado Springs had pulled out of the agreement? A. Davis replied, it had a lot to do with the leadership at Colorado Springs, who were opposed to the program. However, with new leadership, we are hoping they will participate in the program again.

CM Coombs asked, with the escalating costs, if more partners were involved, would that lower the cost for each partner and if we will expect a continued escalation of the cost of actual materials for this project? A. Ahmed responded, yes, the more partners that are involved, the lower the cost depending on each partner's budget. However, costs are also dependent on market forces which are also a factor in the increasing cost, this is especially true when transitioning from manual to automatic generators.

CM Bergan asked, is the transition to the automatic generators a significant cost difference? Or are we just trying to phase those in? A. Ahmed replied, we are slowly phasing in the automatic generators, but the manual generators are still effective.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and will forward to the next Study Session for consideration.

5. Citizen's Water Advisory Committee (CWAC) Restructure Proposal

Summary of Issue and Discussion: M. Brown discussed restructuring CWAC to become more involved with challenges in the water supply space including evaluating water supply proposals, reviewing large projects who may use a lot of water but may add a substantial economic value to the city, evaluating extra territorial requests to provide water outside our service area, and annexations that may have water supply implications. CWAC is supportive of the restructure.

CM Bergan responded with concerns about adding bureaucracy to the process, especially on annexations and large projects which is Council's responsibility to make decisions on. CM Bergan added, she did not have an issue with CWAC reviewing water supply proposals but has concerns with the other suggestions which may add an extra step when they can come to executive session for evaluation. M. Brown responded, that we do bring the extra territorial and annexation request to executive session however, the large projects proposals are not historically brought to executive session and are evaluated by staff based on potential water usage. CM Bergan suggested developing formal guidelines for evaluating large projects and bringing those to Council for approval. M. Brown responded, we are planning on doing that for potential large users, but we would be able to utilize CWAC for users proposing large gallon per day usage. The developer will have the opportunity to present to CWAC which will provide an additional perspective as well as an alternative to developers lobbying to individual Council Member's. CM Bergan stated she is agreeable to CWAC evaluating water supply proposals and large projects but would prefer the extra territorial requests and annexations continue to be presented to Council. M. Brown agreed.

CM Coombs added, she would like to see CWAC evaluate the budget as well due to the high interest from residents. M. Brown stated, CWAC would still be involved in reviewing the budget but would add water supply as a main focus.

M. Brown also proposed adding an additional commercial entity to the committee for a total of two on the committee whose terms would be staggered. Additionally, members of the committee would be selected based on basic qualifications including some water supply knowledge, completed water tours of facilities, completed Aurora Water courses and/or some level of exposure or familiarity with water supply in the West. CM Coombs had some concerns with residents who would like to be involved but do not meet those basic qualifications. M. Brown replied, that as long as potential members are willing to demonstrate an interest in water supply and willing to invest time in water supply education they would qualify.

M. Brown stated that the department in conjunction with the City Attorney's office and the City Clerk's office would work to draft the new bylaws and ordinance and will return to the Water Policy Committee to present once they are completed.

Outcome: Informational only.

Follow-Up Action: Information only.

6. Water Availability Resolution – Stage 1

Summary of Issue and Discussion: G. Baker gave a presentation on the advancement of the water availability stage 1 drought restrictions to be enacted in May 2023 based on the state of our current reservoir storage capacity levels.

CM Bergan asked to explain what stage 1 would entail. G. Baker stated, it would mean only two (2) days a week for outdoor irrigation instead of the three (3) day a week schedule currently in place. This will achieve a 10% savings to our storage capacity. CM Bergan was concerned for residents as the turf ordinance was already enacted as well as a ban on water features. She was also concerned with homeowner's associations (HOA's) fining residents for having brown grass due to the restrictions. M. Brown responded, those measures associated with this drought restriction are for long-term sustainability instead of responding to short-term emergencies. Part of the reasoning of bringing this to Council early is to distribute communications quickly so residents are aware and HOA's understand that we are in severe drought conditions and not to fine residents for brown grass. Additionally, if conditions improve, the Stage 1 restrictions will be lifted.

Outcome: The Committee supports the Water Availability Resolution – Stage 1 moving forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee forwarded the Water Availability Resolution – Stage 1 to the next Study Session for consideration.

7. Proposed Drought Surcharge Adjustment to the Rate Ordinance

Summary of Issue and Discussion: F. Aranda gave a presentation.

CM Sundberg asked, if the impacts of the surcharge are small, how is that a dissuading factor for outdoor water usage? Additionally, wouldn't the rate increase that was just passed act as discouragement? M. Brown responded, historically, rate increases, and drought stage 1 water restrictions have not led to great reductions in outdoor water usage with residents' opting to water for longer time periods on their scheduled two-days a week. The goal with the surcharge is to offer a financial incentive to those residents who follow the suggested watering reductions. Residents who continue to water the same amount as last year, with no reduction in water usage, will see an increase in their water bill by 20%.

CM Bergan asked, if residents not using over 5,000 gallons per day are not receiving surcharges now, why would we change what we are doing? M. Brown responded, since we are not currently in a drought stage, surcharges are not in effect. CM Bergan asked, so the theory is if you go from three (3) days of outdoor watering to two (2) days of outdoor watering you would not receive the surcharges? M. Brown responded, the surcharge will be on all outdoor irrigation, but if you reduce watering to two (2) days a week, your bill will look exactly the same as last year even with the inclusion of the surcharge. Additionally, with the use of zone monitoring or smart sprinkler systems, which could provide further cost-savings through reduced outdoor watering. CM Bergan asked, if conditions improve, will the stage 1 drought restriction be lifted? M. Brown stated yes, and the surcharges will go dormant.

CM Coombs suggested looking at how we can assist residents with large back yards who cannot afford to replace their turf. M. Brown agreed.

Outcome: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and forwarded to the next Study Session.

Follow-Up Action: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and will forward to the next Study Session.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

9. Confirm Next Meeting

The next meeting is scheduled for February 15, 2023, 10:30 a.m. via WebEx.



CITY OF AURORA

Fiscal Impact Form

Item Title: Proposed Drought Surcharge Adjustment to the Rate Ordinance

Staff contact: Fernando Aranda, Rate Analyst, Aurora Water

Staff Source/Legal Source: Fernando Aranda, Rate Analyst, Aurora Water / Ian Best, Asst. City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- ☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

This drought surcharge adjustment should result in reduced outdoor water use. Should outdoor water use rise above the 20% targeted reduction, the result will be increased revenue. If outdoor water reductions achieve the targeted goal of 20%, this adjustment would be revenue neutral.

Org: 0500 (Water Ops Fund Admin)

Account: 45240 (Utility Sales – Drought Surcharge)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: ARPA Nonprofit Grant Agreements
Item Initiator: Christina McClelland, Grant Development Manager
Staff Source: Christina McClelland, Grant Development Manager
Legal Source: Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Date of Change: 1/23/2023

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/30/2023

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

At the Study Session on January 23, Council requested to see the Organizational Operating Budgets received as part of the ARPA Nonprofit Grant Applications and are included here. Please note that there was not a particular requested format for these documents.

Organization Name	Agenda Item	Page Number
Metro Community Provider Network dba STRIDE	10.a.13	1
Aurora Public Schools Foundation	10.a.14	3
Rocky Mountain Welcome Center	10.a.15	4
Caring Voices	10.a.16	5
Colorado Alliance for Health Equity and Practice	10.a.17	6
Mi Casa Resource Center	10.a.18	8
RISE Colorado	10.a.19	9
East Colfax Community Collective	10.a.20	11
Rocky Mountain Youth Medical and Nursing Consultants	10.a.21	12
A Little Help	10.a.22	13
New American College	10.a.23	15
Brothers Redevelopment Inc	10.a.24	19
Mosaic Unlimited Inc	10.a.25	20
Tigray Ethiopian Community Association inColorado	10.a.26	21
African Chamber of Commerce Colorado USA	10.a.27	22
Aurora Community Connection	10.a.28	23
You be You Early Learning	10.a.29	26
Boys Hope Girls Hope of Colorado	10.a.30	27
Aurora Interchurch Task Force Inc	10.a.31	28
DAWN	10.a.32	29
Community Enterprise Development Services	10.a.33	31
Downtown Aurora Visual Arts	10.a.34	34
Issues of Life Church Ministries Aurora	10.a.35	36

STRIDE Community Health Center
Balance Sheet
As of March 31, 2022

	March 31, 2022	February 28, 2022	December 31, 2021
ASSETS			
Cash & Cash Equivalents	\$10,821,217	\$11,761,712	\$10,697,080
Receivables	8,312,885	8,608,209	10,957,729
Inventory	52,481	52,481	52,481
Prepaid Expenses	408,962	309,936	345,256
Current Assets	19,595,545	20,732,337	22,052,546
Long-Term Investments	2,138,031	2,116,836	2,074,448
Fixed Assets	29,253,349	29,276,003	29,430,635
Noncurrent Assets	31,391,380	31,392,839	31,505,083
Assets	\$50,986,925	\$52,125,176	\$53,557,629
LIABILITIES AND NET ASSETS			
Accounts Payable	\$2,750,524	\$2,243,467	\$3,542,795
Accrued Payroll	1,961,024	2,834,280	3,026,208
Other Current Liabilities	(87,028)	38,249	181,674
Current Portion of Long Term Debt	1,143,172	1,143,172	1,143,172
Current Liabilities	5,767,693	6,259,168	7,893,849
Long Term Debt	4,055,644	4,139,727	4,269,366
Noncurrent Liabilities	4,055,644	4,139,727	4,269,366
Liabilities	9,823,337	10,398,895	12,163,215
Net Assets Without Donor Restrictions	38,843,617	39,406,310	39,074,444
Net Assets With Donor Restrictions	2,319,971	2,319,971	2,319,971
Net Assets	41,163,588	41,726,281	41,394,415
Liabilities and Net Assets	\$50,986,925	\$52,125,176	\$53,557,629

STRIDE Community Health Center
Income Statement
As of 03/31/2022

	MTD Actual	YTD Actual
Program Income	\$3,360,915	\$9,428,438
Grants & Contributions	1,379,576	4,036,514
Other Income	16,217	37,162
Revenue	4,756,708	13,502,114
Personnel Expense	4,030,128	10,641,799
Purchased Services	312,095	870,295
Professional Services	105,356	298,626
Supplies	267,585	586,064
Equipment	16,255	26,694
Software	106,989	259,494
Conferences & Meetings	7,288	12,869
Rents & Leases	49,954	180,991
Utilities	132,542	346,649
Repairs & Maintenance	52,142	205,052
Insurance	23,835	54,233
Other Expenses	79,173	165,399
In-Kind Donations	0	68,665
Depreciation & Amortization	142,352	414,987
Interest Expense	14,904	45,399
Expenses	5,340,596	14,177,216
Non-Operating Income	21,194	444,276
Net Income (Loss)	(\$562,693)	(\$230,827)

FY22-23 Budget		
INCOME		
4000-00 · Direct Public Support		
4000-01 · Corporate Contributions	\$	30,075
4000-03 · Individual Contributions	\$	41,700
4000-04 · Foundation Contributions	\$	-
4000-06 · District Subsidy	\$	34,060
4000-08 · In-Kind	\$	10,000
4000-09 · Grants	\$	-
	Foundation Grants	\$ 1,662,500
	State Grants	\$ -
	Federal Grants	\$ -
4000-10 · Employee Giving	\$	30,936
Allocations from Donor Funds	\$	65,000
Release from Temporarily Restricted Funds	\$	280,000
Total 4000-00 · Direct Public Support	\$	2,154,271
4200-00 · Fundraising Income		
2022 Gala Revenue	\$	322,000
Total 4200-00 · Fundraising Income	\$	322,000
4600-00 · Fees		
Fees Income (Scholarships + AST)	\$	4,000
Total 4600-00 · Fees Income	\$	4,000
4500-00 · Interest and Investments		
Interest Income	\$	400
Investment Income	\$	-
4500-00 · Interest and Investments	\$	400
TOTALS	\$	2,480,671
EXPENSES		
Scholarships		
Donor Named/Donor Admin	\$	20,000
Donor Named/APSF Admin	\$	16,000
Grants	\$	30,000
Fees	\$	9,200
Total S&E	\$	75,200
Special Projects		
Passthrough	\$	1,540,000
Total Spec Projects	\$	1,540,000
College and Career Centers		
Passthrough - Attainment Network	\$	205,000
Partnership Manager	\$	40,500
Salaries	\$	59,500
Benefits	\$	25,500
Student Ambassador Program	\$	10,000
Office Supplies	\$	800
Marketing/Printing/Collateral	\$	895
Food Expenses	\$	30,000
Professional Fees	\$	40,000
Professional Development	\$	-
Program Transportation/Field Trips	\$	10,000
Total of CCC	\$	422,195
Educator Emporium		
Supplies	\$	36,000
Total of EE	\$	36,000
Annual Gala		
Gala - Venue	\$	1,500
Gala - A/V	\$	6,794
Gala - Consulting	\$	7,095
Gala - Catering/Food/Drink	\$	63,733
Gala - Printing	\$	2,500
Gala - Décor and Rentals	\$	2,900
Total Fundraising Expense	\$	84,522
General and Administration		
Salaries	\$	161,235
Benefits	\$	51,137
Consulting	\$	-
Accounting Services	\$	21,400
Annual Solicitation Registration and Renewal	\$	2,500
Audit Fees	\$	24,000
Bank Charges	\$	4,320
Board Meetings and Development	\$	1,250
Computers and Other Equipment	\$	1,300
Dues and Subscriptions	\$	960
Insurance	\$	65
Marketing/Printing/Collateral	\$	11,143
Food Expenses	\$	650
Office Space Expenses	\$	8,400
Office Supplies	\$	1,500
Professional Development	\$	1,375
Transportation	\$	500
In Kind	\$	10,000
Total General and Admin	\$	301,735
EXPENSE TOTALS	\$	2,459,652
REVENUE TOTALS	\$	2,480,671
NET REVENUE	\$	21,019
% to Program		84%

ROCKY MOUNTAIN WELCOME CENTER ANNUAL PROJECTED BUDGET 2022

Income		2022
Revenue- Fee For Service		\$3,750.00
Donations		\$72,000.00
Foundation Grants		\$440,022.00
Government Contracts and Grants		\$149,016.00
	TOTAL INCOME	664,788.00
Expense		
Personnel		
Gross Wages		\$268,800.00
Payroll Taxes-8% - includes fica(sssecurity, medicare 7.65%), Fed/State withholding, workmans comp, and occupancy		\$21,504.00
Health insurance		\$43,200.00
	Total Personnel	\$333,504.00
Professional Services		\$28,685.00
Operations		57,964.00
Program Expenses		\$241,635.00
Fundraising		\$3,000.00
Travel		\$0.00
	Total NonPersonnel	\$331,284.00
	Total Expense	664,788.00
	Net Income	\$0.00

**Caring Voices
Current Organizational Budget-Yearly**

Total Revenue \$152,156

Rent	\$16,800.00
Water	\$960.00
Utilities	\$1,800.00
Advertising & Marketing	\$360.00
Car & Truck Maintenance	\$1743.00
Gas	\$1440.00
Salaries, Wages & Taxes	\$109,200.00
Insurance & Licenses	\$2900.00
Office Supplies & Software	\$1800.00
Other Business Expenses	\$2300.00

Total Expenses - \$139,303

Combined FMC-CAHEP-DDS Budget

	BUDGET				BUDGET								
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
Revenue													
41000 CONTRIBUTIONS / GRANTS													0.00
40300 Government Grants													0.00
40340 State or Federal Grants	20,000.00	25,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	395,000.00
Total 40300 Government Grants	\$ 25,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 25,000.00	\$ 365,000.00
41800 Contributions-Individuals/Biz (Dental/CAHEP/FMC)	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	5,000.00	5,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	57,500.00
Total 41000 CONTRIBUTIONS / GRANTS	\$ 27,500.00	\$ 32,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 40,000.00	\$ 40,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 37,000.00	\$ 32,000.00	\$ 415,500.00
PMPM)	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	660,000.00
44000 Clinical Services													0.00
Total 44000 Clinical Services Income (inc Medicaid/Medicare/Private Ins.)	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	\$ 41,500.00	456,500.00
46100 MEDICAL RECORDS HANDLING FEES	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Total Revenue	\$ 124,200.00	\$ 129,200.00	\$ 134,200.00	\$ 134,200.00	\$ 134,200.00	\$ 136,700.00	\$ 136,700.00	\$ 138,700.00	\$ 138,700.00	\$ 138,700.00	\$ 133,700.00	\$ 128,700.00	\$ 1,607,900.00
Cost of Goods Sold													
49000 COST OF GOODS SOLD													0.00
Total 49000 COST OF GOODS SOLD	\$ 23,403.17	\$ 4,438.44	\$ 570.00	\$ 6,572.11	\$ 5,802.91	\$ 1,362.26	\$ 3,218.00	\$ 6,527.21	\$ 125.00	\$ 13,179.51	\$ 7,640.66	\$ 7,117.73	78,817.00
Total Cost of Goods Sold	\$ 23,403.17	\$ 4,438.44	\$ 570.00	\$ 6,572.11	\$ 5,802.91	\$ 1,362.26	\$ 3,218.00	\$ 6,527.21	\$ 125.00	\$ 13,179.51	\$ 7,640.66	\$ 7,117.73	78,817.00
Gross Profit	\$ 100,796.83	\$ 124,761.56	\$ 134,770.00	\$ 127,627.89	\$ 128,397.09	\$ 135,337.74	\$ 133,482.00	\$ 132,172.79	\$ 138,575.00	\$ 125,520.49	\$ 126,059.34	\$ 121,582.27	1,529,083.00
Expenditures													
50000 PAYROLL EXPENSES													0.00
50100 Salary and Wages	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	384,000.00
51100 Payroll Tax Expense	889.34	754.89	746.33	738.05	502.33	801.86	759.22	450.63	781.39	497.66	376.84	661.03	7,959.58
State Unemployment - SUI / Fringe	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	38,400.00
Total 51100 Payroll Tax Expense	\$ 4,089.34	\$ 3,954.89	\$ 3,946.33	\$ 3,938.05	\$ 3,702.33	\$ 4,001.86	\$ 3,959.22	\$ 3,650.63	\$ 3,981.39	\$ 3,697.66	\$ 3,576.84	\$ 3,861.03	46,359.58
Total 50000 PAYROLL EXPENSES	\$ 36,874.91	\$ 36,240.98	\$ 36,116.31	\$ 36,363.66	\$ 36,005.30	\$ 36,154.93	\$ 36,269.08	\$ 35,859.32	\$ 36,173.01	\$ 36,080.71	\$ 35,784.05	\$ 36,087.66	434,009.93
53000 CONTRACT PROF SERVICES													0.00
53110 Administrative Svcs	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
53210 Medical Professionals	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	192,000.00
53310 Other Contracted Services				5,280.00									5,280.00
53410 Pt Navigation/Interpreting Svcs	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	32,400.00
53510 Accounting/CPA/Audit Services	2,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	57,500.00
53710 Legal Expense	800.00										434.50	545.10	1,779.60
Total 53000 CONTRACT PROF SERVICES	\$ 25,000.00	\$ 26,700.00	\$ 26,700.00	\$ 31,980.00	\$ 26,700.00	\$ 26,700.00	\$ 26,700.00	\$ 26,700.00	\$ 26,700.00	\$ 26,700.00	\$ 27,134.50	\$ 27,245.10	324,959.60
55000 BUSINESS EXPENSES													0.00
54010 Rent Expense	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	114,000.00
54210 Janitorial Services	975.00	1,030.00	725.00	725.00	725.00	725.00	725.00	725.00	730.00	700.00	700.00	700.00	9,185.00
54410 Small Medical Equipment					214.57	246.79	342.80	29.23	1,178.27	2,835.36	14.13	303.38	5,164.53
55010 Community Outreach-Adv & Promo	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
55110 Telephone & Internet Access Exp / cell phones	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
55120 Office Expense	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	9,300.00
55200 Insurance Expense													0.00
55250 Auto Insurance Expense							452.75						452.75
55270 Property Insurance	276.65								276.65		276.65	276.65	1,106.60
55280 Professional Liability Ins.	2,500.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	10,475.00
Total 55200 Insurance Expense	\$ 2,776.65	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	12,676.65
55300 Supplies						117.59							117.59
55310 Office & Computer Supplies	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,200.00	1,200.00	17,400.00
55450 Postage & mailing													0.00

Total 55300 Supplies	\$	1,200.00	\$	1,200.00	\$	1,800.00	\$	1,800.00	\$	1,800.00	\$	1,800.00	\$	1,800.00	\$	1,800.00	\$	1,800.00	\$	1,200.00	\$	1,200.00		19,200.00		
Total 55500 Bank Fees & Interest Charges	\$	636.11	\$	275.42	\$	543.23	\$	859.60	\$	85.19	\$	512.55	\$	470.65	\$	595.46	\$	487.14	\$	726.31	\$	1,049.24	\$	485.58	\$	6,726.48
Total 55000 BUSINESS EXPENSES		\$ 18,820.76	\$ 15,230.42	\$ 15,279.23	\$ 16,860.60	\$ 17,296.76	\$ 17,338.34	\$ 17,392.45	\$ 17,885.69	\$ 18,473.41	\$ 19,157.28	\$ 16,932.37	\$ 16,382.96												207,050.27	
Total Expenditures	\$	80,795.67	\$ 78,271.40	\$ 78,195.54	\$ 85,304.26	\$ 80,102.06	\$ 80,293.27	\$ 80,461.53	\$ 80,545.01	\$ 81,446.42	\$ 82,097.98	\$ 79,950.92	\$ 79,815.72												967,279.79	
Net Operating Revenue	\$	20,001.16	\$ 46,490.16	\$ 56,574.46	\$ 42,323.63	\$ 48,295.03	\$ 55,044.47	\$ 53,020.47	\$ 51,627.78	\$ 57,128.58	\$ 43,422.51	\$ 46,108.42	\$ 41,766.55												561,803.21	
Other Revenue																										
60000 OTHER INCOME / Donations-Fundraising		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00												12,000.00	
Net Revenue	\$	21,001.16	\$ 47,490.16	\$ 57,574.46	\$ 43,323.63	\$ 49,295.03	\$ 56,044.47	\$ 54,020.47	\$ 52,627.78	\$ 58,128.58	\$ 44,422.51	\$ 47,115.00	\$ 42,766.55												573,809.79	

Mi Casa Resource Center	
2022 Budget	
Revenue	2022 Budget
Foundations	\$1,503,489
Corporations	\$1,067,953
Government, Contracts	\$650,400
Participant Fees	\$25,000
Individuals	\$110,000
In-Kind Donations	\$60,000
Other	\$30,000
Total	\$3,446,843
Expense	
Personnel	\$2,408,353
Project Services	\$125,350
Operations	\$380,366
Consultants/Contractors	\$282,540
Pass-through grants	\$30,000
Facilities	\$41,960
Depr/Int/Other	\$118,274
Indirect Allocation	-
In-Kind Donations	\$60,000
Total	\$3,446,843
Net gain / (loss)	\$0.00

	FY19 AUDITED	FY20 AUDITED	FY21 ADOPTED BUDGET	FY21 REVISED BUDGET	FY22 BUDGET	% of total expenses
Income						
4300 Contributions						
4305 Unrestricted Grants	\$ 582,531	\$ 1,513,533	\$ 1,299,688	\$ 2,500,000	\$ 3,395,700	
4310 Restricted Grants	1,029,048	904,667	513,229	825,000	200,000	
4315 Individual Contributions	52,808	59,647	-	-	-	
4390 Gifts in Kind		43,200	-	-	-	
Total 4300 Contributions	1,664,387	2,521,047	1,812,917	3,325,000	3,595,700	
4600 Other Income						
4610 Investments	1,287	1,087	-	-	-	
4630 Interest-Savings	383	2,173	-	-	-	
4690 Miscellaneous Revenue	64	4,319	240,000	-	-	
Total 4600 Other Income	1,734	7,580	240,000	-	-	
4700 Rental Income						
4700 Rental Income	4,500	3,000	-	-	-	
Services						
Services	1,909	261	-	-	-	
Total Income	1,672,530	2,531,887	2,052,917	3,325,000	3,595,700	
Expenses						
5100 Salaries and Benefits						
5150 Salaries	696,230	819,414	1,211,877	1,211,877	1,806,756	
5160 Wellness Salary Expense	950	2,400	-	-	-	
5200 Benefits and Taxes	-	-	327,207	327,207	451,689	
5210 Employee Benefits	46,666	50,941	-	-	-	
5220 401k Contributions	33,538	31,648	-	-	-	
5230 Workers Comp	1,322	1,586	-	-	-	
5290 Payroll Taxes	63,730	87,127	-	-	-	
5295 Payroll Fees		349	-	-	-	
Total 5200 Benefits and Taxes	145,256	171,653	327,207	327,207	451,689	
Total 5100 Salaries and Benefits	842,437	993,467	1,539,084	1,539,084	2,258,445	
5500 Professional Services						
5500 Professional Services	3,260	48,141	-	-	-	
5560 Marketing and Communications	430	335	-	-	-	
5570 Financial Services	38,898	53,511	63,500	63,500	90,000	
5575 Audit and Tax	8,500	10,592	23,100	18,000	20,000	
5580 Legal Fees	8,747	3,836	19,996	10,000	10,000	
5590 Other Consultants	51,005	3,411	213,000	150,000	103,000	
Total 5500 Professional Services	110,840	119,827	319,596	241,500	223,000	
6100 Programs and Events						
6100 Programs and Events	-	534	-	-	4,000	
6105 Contractors	-	-	-	-	24,000	
6110 Training and Stipends	49	-	21,750	15,000	4,000	
6120 Workshop Supplies	2,211	989	21,600	15,000	76,640	
6125 Food & Beverage	10,116	9,894	25,900	15,000	100,675	
6130 Childcare	2,636	2,153	7,500	5,000	4,700	
6135 Space Rental	290	1,510	1,100	12,000	1,500	
6140 Event Transportation	2,099	4,054	33,100	5,000	-	
6150 Interpretation	3,065	3,791	12,000	10,000	10,000	
6155 Translation	1,889	1,343	14,000	1,000	5,000	
6160 Leader Incentives	4,707	39	17,500	30,000	49,000	
6170 Marketing	5,500	14,971	-	-	5,000	
6180 Partner Cultivation and Meetings	6,652	3,884	8,800	110,000	45,000	
6190 Attendance Incentives	1,395	1,994	11,100	6,000	3,075	
6198 Other Miscellaneous Service Cost			-	-	-	
6198A COVID 19 and/or Emergency Relief Fund		68,054	297,000	902,000	300,000	
Total 6198 Other Miscellaneous Service Cost	-	68,054	297,000	902,000	300,000	
Total 6100 Programs and Events	40,608	113,211	471,350	1,126,000	632,590	
6900 Travel						
6900 Travel		3,763	35,000	17,500	35,000	
6950 Meals While Traveling	509	1,016	-	-	-	
6970 Reimbursable Travel	2,438	587	-	-	2,000	
6990 Transportation	5,524	3,701	-	-	-	
Total 6900 Travel	8,471	9,066	35,000	17,500	37,000	

	FY19 AUDITED	FY20 AUDITED	FY21 ADOPTED BUDGET	FY21 REVISED BUDGET	FY22 BUDGET	% of total expenses
7000 Other Expenses						
7050 Bank Fees	75	1,208	-	-	10,000	
7100 Equipment and Computers	5,911	2,914	15,150	15,150	12,000	
7255 Insurance	13,650	13,489	12,120	12,120	15,000	
7320 Licenses and Fees	10	702	-	-	1,000	
7360 Memberships and Dues	6,408	1,225	2,020	2,020	2,500	
7400 Business Meetings	252	-	2,828	3,000	8,000	
7450 Office Cleaning & Maintenance	9,105	12,743	15,150	15,150	22,800	
7500 Office Supplies	6,203	4,422	6,060	6,060	6,200	
7525 Professional Development	13,900	15,850	10,100	18,000	47,900	
7550 Printing and Postage	1,011	1,951	1,212	5,000	20,667	
7600 Rent	18,925	-	-	-	-	
7610 Staff Culture	6,636	2,026	12,120	12,120	87,700	
7625 Tech Support Services	274	989	3,535	3,535	32,000	
7640 Online Subscriptions and Services	5,917	25,506	13,635	25,000	20,000	
7650 Telephone and Internet	11,403	10,217	12,120	12,120	19,200	
7700 Facility Acquisition	-	19,000	194,520	231,000	75,000	
7710 Depreciation Expense	5,691	13,659	-	-	34,000	
7750 Facility Payment	7,763	22,792	111,100	6,000	-	
7755 Utilities	883	5,286	-	-	10,000	
7900 Uncategorized Expense	5,898	101	10,100	18,100	-	
Total 7000 Other Expenses	119,916	154,080	421,770	384,375	423,967	
Total Expenses	1,122,272	1,389,650	2,786,800	3,308,459	3,575,002	
Net Income	\$ 550,258	\$ 1,142,237	\$ (733,883)	\$ 16,541	\$ 20,698	
Beginning Net Assets	\$ 1,018,202	\$ 1,568,460	\$ 2,710,697	\$ 2,710,697	\$ 2,727,238	
Undesignated Reserves	881,708					
Board-Designated Reserves	450,000					
Reserves with Donor Restrictions	236,752					
Ending Net Assets	\$ 1,568,460	\$ 2,710,697	\$ 1,976,814	\$ 2,727,238	\$ 2,747,936	

EC3 2022 ANNUAL BUDGET		
	CATEGORY	Budget
	Grants	\$ 80,000.00
	Payroll and Payroll Taxes	\$ 558,206.61
	Employee Benefits	\$ 34,435.00
	Contract Labor	\$ 9,000.00
	Office Rent and Parking	\$ 19,500.00
	Telephone and Internet	\$ 5,700.00
	Accounting Fees	\$ 6,000.00
	Misc Professional Fees	\$ 9,000.00
	Interpretation	\$ 35,000.00
	Transportation	\$ 10,800.00
	Bank Fees	\$ 250.00
	Merchant Fees	\$ 1,440.00
	Books Subscriptions Reference	\$ 8,550.00
	Computer Expenses	\$ 10,800.00
	Conferences	\$ 4,500.00
	Gifts	\$ 1,675.00
	Meals & Entertainment	\$ 11,000.00
	Postage and Delivery	\$ 1,200.00
	Training	\$ 31,200.00
	Insurance	\$ 3,500.00
	Miscellaneous Expense	\$ 16,000.00
	Advertising & Marketing	\$ 9,999.96
	Contractors	\$ 32,350.00
	Office Supplies & Software	\$ 12,000.00
	Repairs & Maintenance	\$ 1,200.00
	Taxes & Licenses	\$ 1,050.00
	Uncategorized Expense	\$ 10,800.00
	Utilities	\$ 5,700.00
	Staff Self Care	\$ 2,546.05
	TOTAL	\$ 933,402.62

	20222
	<u>ECP Budget</u>
Ordinary Income/Expense	
Income	
Net Patient Fee Income	10,433,772
Contract Services Income	
School Based & Other Facilities	429,000
Contributions	1,480,420
Special Events	8,255
Total Income	<u>12,351,447</u>
Gross Profit	12,351,447
Expense	
Salaries and Benefits	8,374,302
Medical Supplies	1,429,944
Billing Services	542,868
Occupancy Costs	652,281
Other	1,155,824
Total Expense	<u>12,155,219</u>
Net Ordinary Income	196,228

A Little Help 2022 Budget

	2022 Budget
Revenue	
4000 Contributions and Grants	
4010 Business/Corporate	\$ 45,000
4020 Foundations/Other Nonprofits	\$ 556,625
4030 Individuals	\$ 200,000
4035 Government	\$ 245,000
4035.1 Government- Capital	\$ 170,000
4200 Membership	\$ 40,000
Total 4000 Contributions and Grants	\$ 1,256,625
4100 Fundraising Revenue	\$ 100,000
4110 Fundraising events	
Total 4100 Fundraising Revenue	\$ 100,000
Total Revenue	\$ 1,356,625
Expenditures	
7000 Program Expenditures	
7010 Advertising	\$ 15,000
7011 Promotional Materials	\$ 5,000
Total 7010 Advertising	\$ 20,000
7020 Background & driving checks	\$ 15,000
7022 Bank fees	\$ 2,200
7025 Books & subscriptions	
7030 Charitable contributions	\$ 600
7034 Contract services	\$ 114,325
7032 Member Communication	\$ 6,000
7034 Program Support	\$ 10,380
Total 7034 Contract Services	\$ 130,705
7035 Credit card fees	\$ 2,600
7037 Donor & Volunteer Appreciation	\$ 5,100
7050 Hiring expense	
7058 Insurance	\$ 11,750
7061 Meals and entertainment	\$ 5,800
7062 Meetings and conferences	\$ 2,500
7065 Organization dues	\$ 2,600
7077 Office supplies	\$ 5,500
7078 Parking	\$ 100
7070 Personnel	
7071 401k Match	\$ 19,400
7072 Deferred Compensation	\$ 12,500
7073 Wellness Stipend	\$ 34,470
7074 Payroll Processing	\$ 3,500
7075 Payroll Taxes	\$ 59,000
7076 Salaries	\$ 685,000

Total 7070 Personnel	\$ 813,870
7082 Postage & mailing	\$ 9,000
7084 Printing & copying	\$ 35,000
7083 Program and Event Supplies	\$ 35,000
7085 Rent	\$ 38,000
7087 Software & Technology	\$ 27,000
7095 Telephone & Internet	\$ 6,000
7097 Travel expense / stipends	\$ 15,000
7098 Vehicle maintenance	\$ 3,300
Total 7000 Program Expenses	\$ 1,186,625
9000 Capital Expense	
9020 Capital Development Expense	\$ 60,000
9031 Computer expenses	
9050 Storage / Vehicles	\$ 110,000
Total 9000 Capital Expense	\$ 170,000
Total Expenses	\$ 1,356,625
Net Operating Revenue	\$ -
Net Revenue	\$ -

NAC Budget Analysis General Fund 2022-2023		NAC Budget	Comments
		Approved by Board 6/7/22	
School FTE Count	110	110 students over the year	
	850,500	105 F1 Students (\$675 x 12 months)	
	24,000	5 non-F1 students (\$400x12 months)	
Tuition - New America College (net of adjustments)	874,500		
Misc. Income/Fees			
Resource Fee \$75 per student	8,250	110 students x \$75	
Registration, Visa Change, I-20 fees, etc.	25,000		
Contributions, In Kind	0		
Other Revenue, Book Sales	4,000		
Other Revenues	37,250		
Total Revenues	911,750		
Salaries			
School Personnel and Staff			
Admin	235,000		
College ESL Full Time Instructors-/Part Time	262,500	5% raise for instructors	
Subtotal Salaries	497,500		
Vacation Accrual	-4,000		
Total Salaries	493,500		
Benefits			
SS/Medicare	35,700		
QSHERA	15,180		
Life and Disability	5,460		

NAC Budget Analysis General Fund 2022-2023		NAC Budget	Comments
		Approved by Board 6/7/22	
Retirement Allowance	32,000	5% for all employees who work more than 24 hours reg	
State Unemployment	2,000		
Benefits Expense (Goldleaf)	3,000		
Vacation Payouts	2,000		
Total Benefits	95,340		
Total Salaries and Benefits	588,840		
Purchased/Contracted Services			
Legal Fees	5,000		
Accounting/Audit	4,750		
Contractor Services	1,200		
Bank charges/Credit card fees	21,000		
Technology Services	10,000		
Recruiting Expenses/Commissions	4,000		
Total Purchased/Contracted Services	45,950		
Repairs and Maintenance	1,500		
Cleaning Service	3,000		
Lease of ACP	67,370		
Rental of Equipment/copier maintenance fees	9,000		
Total Purchased Property Services	80,870		
Other Purchased Services			
Insurance			
Property and Liability	23,000		
Workers Comp	2,268		
Telephone and Internet Connection	5,100		
Postage and Delivery	200		
Marketing	10,000		
Travel, Registrations, Conferences, Professional Developpr	4,000		
Book Sales Expense	5,000		

NAC Budget Analysis General Fund 2022-2023		NAC Budget	Comments
			Approved by Board 6/7/22
Total Other Purchased Services		49,568	
Materials and Supplies			
Classroom Supplies		6,000	
Office Supplies		8,000	
Health & Safety Supplies		500	
Food and Meetings (external)		2,000	
Kitchen Supplies (Students)		2,000	
Staff Events (birthdays, PD, gift cards)		3,000	
Software / Annual Maintenance		13,000	(Adobe, Malware annual, Advantage Annual Plan, Popu
Testing Materials		1,000	
Total Materials and Supplies		35,500	
Property			
Furniture and Fixtures		5,000	
Technology/wiring/Comp equip.		3,000	
Non-Capitalized Equipment		0	
Leasehold Improvements		0	
Capital Equipment		0	
Total Property		8,000	
Other Objects			
Dues, ACCET Fees & Subscriptions		18,000	
Transportation/Field Trips/Student Activities/Orientation		600	
Bad Debt Expense @ 1.0% of Tuition Revenue		1,000	
Total Other Objects		19,600	
Total Expenses		828,328	
Excess of Revenues over (under) expenditures		83,422	
Extraordinary Items			
Excess of Revenues over (under) after Extraordinary Items		83,422	

NAC Budget Analysis General Fund 2022-2023	NAC Budget	Comments
		<div data-bbox="928 328 1587 395">Approved by Board 6/7/22</div>

BROTHERS REDEVELOPMENT, INC.

2022 ORGANIZATION BUDGET

REVENUE

Thornton Home Loan Income	\$960
BPM Earnings	\$373,600
Donations & Grants	\$2,201,202
Local Gov Contract Rev. HMR/PAT	\$1,638,626
Local Gov Contract Rev. Counseling	\$10,920,542
BPM PR Reimbursemenet	\$30,504
Rent Income	\$30,370
Development Fees/Income	\$618,942
Admin fee revenue	\$90,658
Settlement	\$2,000
In-kind donations	\$386,500
Interest Income	\$23,629
Other/Misc/Uncategorized income	\$118,844
TOTAL INCOME	\$16,436,377
MINUS TOTAL COST OF GOODS	(\$11,442,926)
GROSS PROFIT	\$4,993,451

EXPENSES

Salaries and Benefits	\$3,465,157
Facility Expenses (Rent, Utilities, Repairs)	\$73,328
Communication Expenses (Phone, internet, web development)	\$66,626
Office Expenses (Supplies, postage, printing, staff development)	\$101,606
Professional Fees (Legal, Auditing)	\$262,278
Admin Expenses (Insurance, mileage, advertising)	\$301,764
Property-Related Expenses	\$18,093
Depreciation & Amortization	\$70,392
TOTAL EXPENSES	\$4,359,244

<u>NET INCOME:</u>	<u>\$634,207</u>
---------------------------	-------------------------

Mosaic Unlimited 2022 Operating Budget

Income			Budget	
	Consulting Fees		10,000	
	Contracts for Service		75,000	
	Grants		250,000	
	Individual Contributions		10,000	
	Total Budgeted Income		\$345,000	
Expenses				
	Physical Sponsor		95,000	
	Programming Costs		72,000	
	Staff		111,000	
	Vehicle/Delivery		12,000	
	Office		24,000	
	PR/Advertising		18,000	
	Legal/Accounting		9,000	
	Fundraising		4,000	
	Total Budgeted Expense		\$345,000	

Tigray-Ethiopian Community Association - 2022 BUDGET		
1/01/22 - 12/31/22		
REVENUE		
Membership Dues	\$50,000	
Events	\$40,000	
Grants	\$100,000	
Investments	\$0	
General Donations	\$25,000	
TOTAL REVENUE	\$215,000	
EXPENSES		
ITEM		
Salary and Wages	\$30,000	
Programs	\$150,000	
Mortgage Payments	\$18,067	
Property Maintenance	\$5,000	
square/ member planet fees	\$700	
Equipment and Supplies	500	
Office Expenses/Bank Fees	\$500	
Technology	\$500	
Professional Services	\$1,000	
Trademarking	\$0	
Advertising and Marketing	\$500	
Taxes	\$0	
Utilities	\$3,000	
Contingency	\$5,000	
TOTAL EXPENSES	\$214,767	
NET GAIN/LOSS	\$233	

African Chamber of Commerce Colorado, USA	
2022 Annual Budget	
Revenue Sources	Amount
Donations	\$35,000
Fundraising Events - Sponsorships/Ticket Sales/Auctions	\$85,000
Chamber Membership Dues	\$5,000
Grants	
Federal	\$140,000
State	\$366,159
Local	\$170,000
Total Revenue	\$801,159
Expenses	Amount
Staff Salaries and Wages	\$375,000
Fringe Benefits, Payroll Taxes, and Benefits	\$18,150
Staff Development and Training	\$5,000
Conferences, Travel, and Lodging	\$15,000
Fundraising Expense	\$20,000
Mileage Reimbursement	\$4,000
Program Supplies and Supporting Materials	\$12,000
Equipment	\$10,000
Marketing, Website, and Promotion	\$15,000
Office Rent and Utilities	\$18,000
Office Moving Expenses	\$4,000
Printing, Copying, Phone, Internet, Website, Postage	\$9,000
Sub-Total	\$505,150
Restricted Grants Program Expenses	\$296,009
Total Expenses	\$801,159
Total Fund Balance	\$0

Aurora Community Connection Budget 2022

	2022 <u>Budget</u>
Ordinary Income/Expense	
Income	
4100 · FEES FOR SERVICE	2,400.00
4300 · INDIVIDUAL/BUSINESS CONTRIB	
Total 4300 · INDIVIDUAL/BUSINESS CONTRIB	20,000.00
4400 · DIRECT REVENUE - TRUST & GRANTS	
Misc. Grant Sources	406,000.00
Total REIMBURSEMENT GRANTS	535,000.00
Total TEMPORARILY Restricted	279,477.00
Total UNRESTRICTED GRANTS	178,500.00
Total 4400 · DIRECT REVENUE - TRUST & GRANTS	<u>1,398,977.00</u>
Total Income	<u>1,421,377.00</u>
Gross Profit	1,421,377.00
Expense	
6100 · ADVERTISING & MARKETING	
General Advertising/Marketing	6,000.00
Job Postings and Recruitment	600.00
Website	180.00
Total 6100 · ADVERTISING & MARKETING	<u>6,780.00</u>
6200 · BUSINESS EXPENSES	
Amortization Expense	14,400.00
Depreciation Expense	
Background Checks	180.00
Board Meetings	1,750.00
Conferences & Trainings	500.00
Fees and Charges	-
Liability Insurance	5,110.00
License & Permits	550.00
Staff Recognition	540.00
Memberships and Dues	8,260.00
Unemployment Insurance	-
Workman's Comp	15,160.00
Total 6200 · BUSINESS EXPENSES	<u>46,450.00</u>
6300 · FUNDRAISING	
Fundraising Expenses	3,000.00
Total 6300 · FUNDRAISING	<u>3,000.00</u>
6400 · OFFICE EXPENSES	
Equipment Under \$1500	3,000.00
Furniture and Decor Under \$1500	900.00
Janitorial Services	4,050.00
Office Supplies	2,400.00
Postage/Delivery	300.00
Printing and Copying	1,200.00
Rent	50,940.00

Aurora Community Connection Budget 2022

	Budget
Repairs & Maintenance	1,200.00
Software and App Expenses	1,800.00
Telephone/Internet	7,800.00
Total 6400 · OFFICE EXPENSES	73,590.00
6500 · PROFESSIONAL SERVICES	
Administrative Assistance	-
Board Development Consulting	35,000.00
Bookkeeper	20,400.00
Data and Evaluate	35,370.00
Development/Grant Assistant	-
Educational Assistant	-
Extraordinary Board Expense	100,000.00
Financial Review & Tax. Prep	6,000.00
Learning Pod Instructor	
Payroll Services	1,800.00
Tutoring Coordinator	-
6500 · PROFESSIONAL SERVICES - Other	-
Total 6500 · PROFESSIONAL SERVICES	198,570.00
6600 · PAYROLL	
6605 · Benefits	
Health Insurance	58,500.00
Healthcare Reimbursement	-
Retirement Contribution	21,287.11
Total 6605 · Benefits	79,787.11
6610 · Salaries	
6610 · Salaries - Other	851,484.45
Total 6610 · Salaries	851,484.45
6650 · Payroll Taxes	
Aurora City Tax	-
Medicare	12,346.52
Social Security	52,792.04
SUTA	
Total 6650 · Payroll Taxes	65,138.56
Total 6600 · PAYROLL	996,410.12
6700 · PROGRAM EXPENSES	
Field Trips and Transportation	3,000.00
Food For Programs	4,000.00
Instructors - Adult Education	3,600.00
Instructors - ECE	1,800.00
Instructors - Exercise/Coaching	10,400.00
Instructors - Tutors	46,500.00
Licensing and Curriculum	6,150.00
Materials & Supplies	13,200.00
Mileage	600.00
Outreach/Promotion/Recruitment	1,200.00

Aurora Community Connection Budget 2022

	Budget
Professional Dev and Training	2,400.00
Program Equipment	2,400.00
Promotora	-
Rent/Emergency Assistance	-
Volunteer/Participant Recog.	600.00
6700 · PROGRAM EXPENSES - Other	<hr/>
Total 6700 · PROGRAM EXPENSES	95,850.00
7500 · DONATED SERVICES & SPACE - EXP	
Donated S&S - Food Exp	-
Donated S&S - Misc.	-
Donated S&S - Services	-
Total 7500 · DONATED SERVICES & SPACE - EXP	<hr/> -
Total Expense	<hr/> 1,420,650.12
Net Ordinary Income	<hr/> 726.88
Net Income	<hr/> <hr/> 726.88

You Be You Organization Budget fiscal year Jun 30 2022 - July 1, 2023

REVENUES	FY 2022/23					
Balance Forward as of Jun 30, 2022	\$79,876					
Individual Donations	\$7,891					
Fundraising Events	\$0					
Foundation Grants	\$327,981					
Projected Program Income Mobile 1	\$42,740					
Projected Program Income Mobile 2	\$32,640					
Other income	\$800					
Projected Revenue Totals:	\$491,928					
EXPENSES	Admin	Mobile ECE#1 Program	Mobile ECE#2 Program	2022-23 Capital Purchase		
Admin Salaries	\$48,000	\$6,000	\$6,000			
Admin Fringe Benefit	\$0	\$0	\$0			
Payroll Expenditure Employer Taxes	\$20,000	\$0	\$0			
Payroll Processing fees	\$1,200					
Rent & Lease Office	\$4,044					
Rent & Lease Mobile Classroom	\$7,896					
Utilities	\$2,400					
Bank Charges & Fees	\$200					
Interest Paid	\$200					
Licenses	\$1,000					
Staff Recruitment & Retention	\$1,800					
Buildout & Improvement- Fixtures	\$500					
Meals & Entertainment	\$500					
Office Supplies & Software	\$3,000					
Office Technology	\$1,500					
Cleaning & Janitorial	\$150					
Insurance- Auto for Bus	\$1,728					
Insurance- Auto for RV	\$1,812					
Insurance- General Liability	\$1,326					
Legal Service	\$5,000					
Professional Services	\$12,240					
Automobile Expenses	\$3,000					
Mobile Repairs & Maintenance	\$8,000					
Professional Development/Training	\$14,000					
Program Staff Salaries		\$79,040	\$79,040			
Program staff Fringe Benefits		\$0	\$0			
Classroom Materials		\$2,200	\$2,200			
Curriculum Supplies & Materials		\$1,500	\$1,500			
Field Trip		\$1,800	\$1,800			
Classroom Technology		\$1,200	\$1,200			
Program Events		\$2,000	\$2,000			
Advertising & Marketing	\$500	\$200	\$200			
Meeting Expenses	\$250					
Parents Workshop & Outreach	\$1,000					
Food & Beverage (Snacks)		\$700	\$700			
Mobile ECE #3 Purchase in 2023				\$65,000		
Mobile ECE #3 Retrofit in 2023				\$20,000		
Travel	\$1,000					
Projected Expense Totals:	\$142,246	\$94,640	\$94,640	\$85,000		
Projected Total Capital				\$85,000		
Projected Operational Total:	\$416,526					
Net:	\$75,402					

Description		Amount			
REVENUE					
Contributions and Grants					
Individuals		\$374,000			
Foundations		\$150,000			
Corporations		\$85,000			
Special Events		\$380,000			
Special Events Expense		-\$85,250			

**Aurora Interfaith Community Services
2022 Budget**

Income

Civic and Faith	27,000
Corporate	6,000
Individuals	82,822
Foundation and Government Grants	131,165
Utilities Assistance	31,500
Investment	250
In Kind	1,030,000
Total Income	1,308,737

Expense

Utilities Assistance	30,000
Food Assistance	10,000
Program Supplies	3,400
Audit	5,400
Building Maintenance	1,600
Trash Collection	4,200
Utilities	4,900
Bank Fees	750
Dues & Licenses	850
Office Supplies	1,870
Insurance	6,200
Transportation	1,539
Payroll Expenses	169,167
Benefits	7,200
Payroll Taxes	13,533
Payroll Processing Fees	828
Telephone & Internet	3,600
Outreach and Marketing	1,500
Contracted Consultant	7,200
Special Events	5,000
In Kind	1,030,000
Total Expense	1,308,737

	DAWN Monthly Budget FY23	
	INCOME	BUDGET*
	UCH Stipend (Used for Operating Expenses)	100,000.00
	CU SOM Payroll Stipend Program Manager and Physician	89,613.00
	Gala funds	80,000.00
	Grants	10,000.00
	Donations	20,000
	Total Income	299,613.00
	PERSONNEL EXPENSES	BUDGET
	Program Manager (5% increase)	89,063.25
	RN Vacation Coverage (increase to \$33/hr)	6,600.00
	Physician	67,123.00
	Payroll Fees	4,157.50
	Total Personnel Expenses	166,943.75
	OPERATING EXPENSES	
	Accountant Services (Taxes, Audit Costs)-Legal and Professional Fees	1500.00
	Clinic Supplies	12,000.00
	Community Leaders of DAWN	800.00
	Insurance	11,500.00
	Callcentric-Phone	350.00
	Comcast	1,344.00
	Infomart (Background Checks)	200.00
	Interpretation**	1,800.00
	Office 365	20,060.00
	Physiotec	600.00
	Printing	250.00
	Shipping	50.00
	SRFax	150.00
	Other/Misc	1,000.00
	Repair and Maint. of Equipment	250.00
	Office/General Expenses (TOTAL 23-33)	26,054.00
	Rent	13,800.00
	Storage-Extra Space***	5,040.00
	DME	1000
	Patient Transportation-Lyft	1,800.00
	Patient Supplies	1,800.00
	Gala Expenses****	25,000.00
	Volunteer Software Tracking*	2,496.00
	Web Maintenance	1,500.00
	Visioning Meeting	3,000.00
	Strategic Planning Consultant*	10,000.00
	Student Budget	9,800.00
	Total Operating Expenses	125,590.00

	TOTAL REVENUE	299,613.00
	TOTAL EXPENSES	292,533.75
	Revenue Minus Expenses	7,079.25
	Cash on Hand by Month End	
	Cash on Hand + Rev Minus Expenses for next momth	336,680.82

Community Enterprise Development Services

Profit & Loss Budget Overview

October 2021 through September 2022

4:04 PM

01/10/2022

Accrual Basis

Oct '21 - Sep 22	
Ordinary Income/Expense	
Income	
CONTRIBUTED INCOME	
46455 · Donations	4,000.00
43310 · Corporate and Business Grants	0.00
43330 · Foundation and Trust Grants	912,454.00
Total CONTRIBUTED INCOME	916,454.00
GOVERNMENT GRANTS	
44520 · Federal Grants-SBA	475,776.00
44525 · Federal Grants-ORR MED	249,109.00
44530 · Local Government (City) Grants	15,000.00
44545 · Federal Grants-CDFI	100,000.00
44999 · PPP Funding	94,090.00
Total GOVERNMENT GRANTS	933,975.00
PROGRAM INCOME	
47253 · Perfection & Disbursement Fees	0.00
47245 · Closing & App Fees	26,100.00
47256 · Interest & Admin Fees	138,805.26
46460 · Service Income	48,700.00
47265 · Mi Casa Fees	248.00
47280 · Recovery of Bad Debt	57,406.00
Total PROGRAM INCOME	271,259.26
OTHER INCOME	
45030 · Interest & Dividends	0.00
Total OTHER INCOME	0.00
Total Income	2,121,688.26
Gross Profit	2,121,688.26
Expense	
PERSONNEL EXPENSES	
66000 · Wages	801,123.18
66100 · Payroll Taxes	62,365.16
61910 · Health Insurance	77,132.79
61920 · Dental Insurance	6,803.62
66110 · Retirement Plan Match	26,947.22
66112 · Payroll Service Fee	1,440.00
Total PERSONNEL EXPENSES	975,811.97
CONTRACTUAL SERVICES	
62125 · Grant Writing	7,500.00
62140 · Legal Fees	0.00
62145 · Designer	3,250.00
62170 · Service Contracts	64,328.50

	Oct '21 - Sep 22
62180 · Audit Fees	14,000.00
Total CONTRACTUAL SERVICES	89,078.50
ORGANIZATIONAL DEVELOPMENT	
62005 · Staff Development	15,980.00
62006 · Team Building	5,300.00
62025 · Board of Directors	10,000.00
62040 · Outreach, Events Food & Refresh	1,560.00
62045 · Recruiting Expenses	700.00
Total ORGANIZATIONAL DEVELOPMENT	33,540.00
TRAVEL EXPENSES	
60410 · Local Travel	500.00
60415 · Mileage Reimbursement	1,386.00
60420 · Conference (AEO,CDFI,SBA,NIIC)	15,602.00
Total TRAVEL EXPENSES	17,488.00
BUSINESS EXPENSES	
60910 · Advertising	11,000.00
60915 · Memberships & Dues	2,300.00
60920 · Business Registration Fees	200.00
60925 · Bank Fees	2,000.00
60999 · PPP Interest	0.00
Total BUSINESS EXPENSES	15,500.00
WEBSITE & TECHNOLOGY	
62206 · Website Improvements	1,000.00
62205 · Website Maintenance	1,200.00
62221 · Accounting Software Backup	300.00
62230 · Text Marketing	300.00
65041 · Software & IT	1,185.00
Total WEBSITE & TECHNOLOGY	3,985.00
PROFESSIONAL & MEMBERSHIP FEES	
62320 · Mou. State Emp. Con. (MSEC)/Leg	3,300.00
62325 · OFN Membership Ally	750.00
62330 · Aurora Chamber of Commerce	460.00
Total PROFESSIONAL & MEMBERSHIP FEES	4,510.00
INSURANCE & LEGAL	
62401 · ERISA Fidelity Bond	2,200.00
62404 · Cyber Security Insurance	5,305.00
62408 · Fiduciary Insurance	2,909.00
62409 · Professional Liability/D&O	14,167.00
62415 · Workers Comp Insurance	2,200.00
62420 · Retirement Plan Fees	600.00
62426 · Legal Fees	5,000.00
Total INSURANCE & LEGAL	32,381.00
FACILITIES & EQUIPMENT	
62890 · Rent & Associated Costs	81,021.00

	Oct '21 - Sep 22
62897 · Office Move	10,000.00
Total FACILITIES & EQUIPMENT	91,021.00
PROGRAM EXPENSES	
62215 · Loan Management Software	3,800.00
62135 · Translation & Interpretation	1,179.00
62310 · Credit Builders Alliance	2,000.00
62315 · Equifax	3,600.00
62430 · Perfection & Disbursement Exp	4,700.00
63070 · Client Meetings	775.00
63075 · Technical Assistance	5,000.00
63085 · Presentation Supplies	13,000.00
63086 · M&E Development	40,000.00
63088 · Build from Within Membership	7,800.00
63080 · Misc Expenses-MED	800.00
Total PROGRAM EXPENSES	82,654.00
COMMUNICATIONS	
65050 · Telephone	4,956.00
65051 · Cell Phone Reimbursement	2,520.00
65055 · Internet Service	2,100.00
Total COMMUNICATIONS	9,576.00
SUPPLIES/OPERATIONS	
65020 · Mailing Services	556.00
65030 · Printing & Copying	2,420.00
65035 · Water	600.00
65040 · Office Supplies	3,850.00
Total SUPPLIES/OPERATIONS	7,426.00
INTEREST EXPENSES	12,106.00
66300 · Allowance for Bad Debt	160,347.00
66200 · Depreciation	3,975.00
Total Expense	1,539,399.47
Net Ordinary Income	582,288.79
Net Income	582,288.79

DAVA

2022 Budget

INCOME	Budget		Secure	Category 2022	%
		Projected			
Contributions				89,000	17%
Individual	70,000	50,000	20,000		
Colorado Gives	7,000	7,000			
Special Events					
Celebration & Benefit Events	8,000	8,000			
Board fundraisers	2,000	2,000			
Organizations (Paper Fashion Show)	2,000	2,000			
Earned Income				13,000	2%
Traveling Art School Fees	10,000	10,000			
Sale of Student Artwork	3,000		3,000		
Foundation Grants				238,000	44%
Anschutz Foundation	25,000		25,000		
Colorado Health Foundation	25,000		25,000		
Community ACTS Fund	86,000		86,000		
Denver Foundation	15,000	15,000			
Harvey Family Foundation	10,000		10,000		
Latino Community Foundation	5,000	5,000			
Margulf Foundation	5,000		5,000		
Mile High United Way	40,000	40,000			
Piton Foundation	10,000	10,000			
Rose Community Foundation (donor-advised)	2,000	2,000			
Thornton Foundation	5,000		5,000		
Other, new	10,000	10,000			
Government Grants				165,500	31%
Colorado Creative Industries (OED)	8,500	8,500			
SCFD-Arapahoe	105,000		105,000		
SCFD-Adams	32,000		32,000		
Northwest Aurora Arts	20,000	20,000			
Corporate Grants				32,500	6%
Building One (restricted)	10,000		10,000		
Marathon Petroleum	2,500		2,500		
Xcel Energy Foundation	15,000	15,000			
Other, new	5,000	5,000			
Total Income	538,000	209,500	328,500	538,000	100%
Funds reserved from 2021	57,000				
TOTAL	\$595,000				

DAVA

2022 Budget

EXPENSE	2022	Category Totals
Building Operations		84,000
Liability insurances	18,000	
Building repairs/improvements	20,000	
Maintenance	19,000	
Security	1,000	
Utilities	26,000	
Program Expenses		344,200
Program Evaluation	2,200	
Program Supplies/Equipment	50,000	
Marketing	5,000	
Student Activities/Scholarship Fund	2,000	
Student Stipends	22,000	
Salaries (FTE, PTE)		
Programs Supervision (ED)	30,000	
Associate Director	50,000	
Program Leader 1 PTE	10,000	
Program Managers 3 FTE	150,000	
Studio Assistants/Interns	15,000	
Staff Development	5,000	
Visiting Artists/Special Projects	3,000	
Special Events		5,000
Celebration & Benefit Events	5,000	
Administrative		150,000
Admin/Marketing/Grants Support	45,000	
Bookkeeper	8,500	
ED/Development	50,000	
Health insurance	12,000	
Payroll Expenses	26,500	
Office Supplies/Equipment	8,000	
Professional fees		11,800
Audit	8,800	
Tech/Training Support	3,000	
Total Expenses	595,000	595,000
TOTAL EXPENSES	\$ 595,000	

Issues of Life Church Ministries Aurora				
		Year	Month	Week
	Must Average	\$57,000.00	\$4,750.00	\$1,187.50
+ or - Budget		\$3,310.23		
FY 2022	Future Budget Allocations			
		Year	Month	
	Church Anniversary	\$2,000.00	\$166.67	
	ChurchTrac	\$170.00	\$14.17	
	Comcast	\$1,700.00	\$141.67	
	Flowers	\$550.00	\$45.83	
	Food Events	\$800.00	\$66.67	
	Food Pantry	\$500.00	\$41.67	
	Google Domain	\$150.00	\$12.50	
	Honorirums	\$1,200.00	\$100.00	
	Leasing	\$29,000.00	\$2,416.67	
	Leasing CAM fee	\$1,048.77	\$87.40	
	Outreach	\$800.00	\$66.67	
	Pastor Housing Allowance	\$6,000.00	\$500.00	
	Pastoral-Sabbatical/Vacation	\$1,000.00	\$83.33	
	PO Box	\$240.00	\$20.00	
	Property Insurance	\$901.00	\$75.08	
	Raining Day Fund	\$2,000.00	\$166.67	
	Retreats/Conferences	\$1,200.00	\$100.00	
	State of Colorado renewal	\$60.00	\$5.00	
	Supplies	\$800.00	\$66.67	
	Training-Conferences	\$1,000.00	\$83.33	
	Travel	\$2,000.00	\$166.67	
	Webex online Virtual Service	\$170.00	\$14.17	
	Women's Ministry	\$200.00	\$16.67	
	Youth/Children	\$200.00	\$16.67	
	TOTAL	\$53,689.77	\$4,474.15	



CITY OF AURORA

Council Agenda Commentary

Item Title: ARPA Nonprofit Grant Agreement – Metro Community Provider Network
Item Initiator: Christina McClelland
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: 11/28/2022

ITEM DETAILS:

Christina McClelland, Grant Development Manager / 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 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.)*

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. This agreement with Metro Community Provider Network is attached for Council consideration. Should this agreement be approved, the agreement will be executed and the grant period will begin.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ARPA nonprofit grant agreement to Metro Community Provider Network?

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 fund will be disbursed to approved nonprofit grantees.

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: ARPA Nonprofit Grant Agreements
Item Initiator: Nancy Wishmeyer, Controller
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

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: 11/28/2022

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.)*

At the 11.14.22 Council Meeting, the ARPA Nonprofit Grant Agreements were presented as one item on consent calendar, item 10.d. Council voted to pull the item and asked to have this brought back to the next Council meeting (11.28.22) with each individual grant agreement posted separately on the consent calendar. The workflow start date for the 11.28.22 meeting has passed so the late submission approval is requested.

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.

Nancy Wishmeyer
Agenda Item Initiator Name

Roberto Venegas
Late Submission Approver Name

Nancy Wishmeyer 11.15.22
Agenda Item Initiator Signature Date

Roberto Venegas 11/15/22
Late Submission Approver Signature Date

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
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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	Metro Community Provider Network, Inc. 2255 S. Oneida St. Denver, CO 80224
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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

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 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: 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
		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		
Foundation Grants	\$ 122,513.00	prospective areas of funding.	0	N/A
		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		
Individual Support	\$ 10,000.00	prospective areas of funding.	0	N/A
		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		
Corporate Support	\$ 60,000.00	fundraiser.	0	N/A
		STRIDE is committed to utilize revenue to fund the remaining balance of the project after fundraising has commenced and grant decisions have been		
Earned Revenue (including events, fees, contract revenue)	\$ 320,457.00	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
		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,		
Capital	\$ 587,781.00	ELECTRICAL, & VACUUM REPLACEMENT	0	N/A
Contractors/Consultants	\$ 100,819.00	ESCALATION COSTS CONTINGENCY, ESTIMATION CONTINGENCY	0	N/A
Other Program Costs	\$ 74,371.00	City of Aurora Building Permit and Plan Review	0	N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: ARPA Nonprofit Grant Agreement – New American College
Item Initiator: Christina McClelland
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: 11/28/2022

ITEM DETAILS:

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

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.)*

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. This agreement with New American College is attached for Council consideration. Should this agreement be approved, the agreement will be executed and the grant period will begin.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ARPA nonprofit grant agreement to New American College?

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 fund will be disbursed to approved nonprofit grantees.

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: ARPA Nonprofit Grant Agreements
Item Initiator: Nancy Wishmeyer, Controller
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

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: 11/28/2022

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.)*

At the 11.14.22 Council Meeting, the ARPA Nonprofit Grant Agreements were presented as one item on consent calendar, item 10.d. Council voted to pull the item and asked to have this brought back to the next Council meeting (11.28.22) with each individual grant agreement posted separately on the consent calendar. The workflow start date for the 11.28.22 meeting has passed so the late submission approval is requested.

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.

Nancy Wishmeyer
Agenda Item Initiator Name

Nancy Wishmeyer 11.15.22
Agenda Item Initiator Signature Date

Roberto Venegas
Late Submission Approver Name

Roberto Venegas 11/15/22
Late Submission Approver Signature Date

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

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 New America College
 12200 E Iliff Ave
 Ste 208
 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.

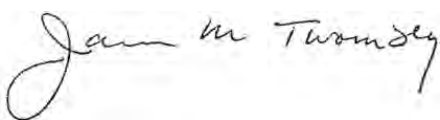
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure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

Megan Kobzej

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

City of Aurora Scholarship 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 \(https://arpaauracityco.powerappsportals.com/entity/annotation/a1762bfc-6504-ed11-82e4-002248087522/b50ebce0-6504-ed11-82e4-002248087522\)](https://arpaauracityco.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



CITY OF AURORA

Council Agenda Commentary

Item Title: ARPA Nonprofit Grant Agreement – Mosaic Unlimited Inc
Item Initiator: Christina McClelland
Staff Source/Legal Source: Christina McClelland, Grant Development Manager / Hanosky 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: N/A

Regular Meeting: 11/28/2022

ITEM DETAILS:

Christina McClelland, Grant Development Manager / 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 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.)*

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. This agreement with Mosaic Unlimited Inc is attached for Council consideration. Should this agreement be approved, the agreement will be executed and the grant period will begin.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ARPA nonprofit grant agreement to Mosaic Unlimited Inc?

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 fund will be disbursed to approved nonprofit grantees.

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: ARPA Nonprofit Grant Agreements
Item Initiator: Nancy Wishmeyer, Controller
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

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: 11/28/2022

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.)*

At the 11.14.22 Council Meeting, the ARPA Nonprofit Grant Agreements were presented as one item on consent calendar, item 10.d. Council voted to pull the item and asked to have this brought back to the next Council meeting (11.28.22) with each individual grant agreement posted separately on the consent calendar. The workflow start date for the 11.28.22 meeting has passed so the late submission approval is requested.

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.

Nancy Wishmeyer
Agenda Item Initiator Name

Nancy Wishmeyer 11.15.22
Agenda Item Initiator Signature Date

Roberto Venegas
Late Submission Approver Name

Roberto Venegas 11/15/22
Late Submission Approver Signature Date

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

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 Mosaic Unlimited, Inc
 1797 Geneva St
 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.

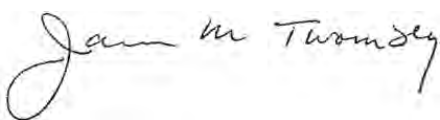
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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*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 \(https://arpaaauracityco.powerappsportals.com/entity/annotation/c515626e-8d04-ed11-82e4-002248087dcc/cb218fc0-8b04-ed11-82e4-002248087522\)](https://arpaaauracityco.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 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.

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