



# NOTICE OF COUNCIL MEETING

MONDAY, March 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](http://www.auroragov.org/PublicComment).

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Call: 885-695-3475

## In-person Participation

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

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

## Call-in Participation

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

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

## **Translation/Accessibility**

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the City Clerk's Office at 303-739-7094.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Sunday, March 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, March 13, 2023

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### **EXECUTIVE SESSION OF THE AURORA CITY COUNCIL**

(Closed to the Public)

AURORA ROOM

5:20 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, March 13, 2023

6:30 p.m.

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

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Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

6.a February 27, 2023 Meeting Minutes

8

7. PROCLAMATIONS OR CEREMONIES

7.a Swearing-in Ceremony of Fire Chief Alec Oughton

Shawn Day, Presiding Judge

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

9. ADOPTION OF THE AGENDA

## 10. 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.*

### 10.a Motions

- |        |  |    |
|--------|--|----|
| 10.a.1 | <b>Consideration to AWARD A SINGLE SOURCE CONTRACT to MHC Kenworth Denver, Denver, CO in the Not-to-Exceed Amount of \$60,000.00 for Allison and Cummins Parts and Service as Required for Fleet Services Through February 28, 2024</b>                      | 25 |
|        | Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney  |    |
| 10.a.2 | <b>Consideration to AWARD A COMPETITIVELY BID CONTRACT to Martin Marietta Materials, Inc., Lakewood CO in the Amount of \$35,976,194.47 for the 2023 Overlay Program; 5921A</b>  | 29 |
|        | Waiver of Reconsideration is requested due to the length of the project and sensitivity to weather conditions that can cause delays.   |    |
|        | Nicholas Johnson, Engineering Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney  |    |
| 10.a.3 | <b>Consideration to AWARD A SOLE SOURCE CONTRACT to Infor Public Sector, Inc., Alpharetta, GA in the Amount of \$206,949.66 for the Annual License / Maintenance Renewal of Asset Management Software for Water and Public Works Through April 11, 2024.</b> | 33 |
|        | Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney   |    |
| 10.a.4 | <b>Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, UT in the Amount of \$70,730.02 for Software System License Renewal for the City's 911 Answering System Through February 27, 2024</b>                                 | 38 |
|        | Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney   |    |



**10.a.5      Change Order to IMA Purchase Order to Add Additional Funds for the City's Insurance Program** 42

A waiver of reconsideration is requested given that insurance premiums for these coverages are due for payment.

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

**10.a.6      Aurora Municipal Court Workload Study Proposal** 45

Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney

Outside Speaker: Shannon Roth, Court Management Consultant, National Center for State Courts

**10.b      Planning Matters**

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

**10.c.1      Consideration to Reappoint One (1) Member to the Election Commission** 83

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

**10.c.2      Consideration to Reappoint One (1) Member to the Career Service Commission** 98

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

**10.c.3      Consideration to Appoint Two (2) Members and Reappoint One (1) Member to the Aurora Immigrant and Refugee Commission** 108

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

**11.      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.*

**11.a      Resolutions**

<b>11.a.1</b>	<b>WETCO Farms Purchase and Sale Agreement</b>	<b>156</b>
	<b>R2023-26</b> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS AND REAL PROPERTY BETWEEN THE CITY OF AURORA AND WETCO FARMS, INC.	
	Dawn Jewell, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney	
<b>11.a.2</b>	<b>IGA with CDOT for the Advanced Traffic Signal Controller Project</b>	<b>186</b>
	<b>R2023-27</b> 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 ADVANCED TRAFFIC CONTROLLER PROJECT	
	Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney	
<b>11.a.3</b>	<b>IGA with E-470 for Jewell Ave Temporary Traffic Signals</b>	<b>309</b>
	<b>R2023-28</b> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING TEMPORARY TRAFFIC SIGNALS AT JEWELL AVENUE AND E-470	
	Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney	
<b>11.a.4</b>	<b>Rules of Order and Procedure: Voting Conflicts of Interest</b>	<b>342</b>
	<b>R2023-29</b> 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 VOTING CONFLICTS OF INTERESTS	
	Sponsor: Ruben Medina, Council Member	
	Daniel Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney	

**R2023-30** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO MOVE ALL BACKGROUND INVESTIGATOR POSITIONS FROM THE CIVIL SERVICE COMMISSION TO THE DEPARTMENT OF HUMAN RESOURCES UTILIZING THE SPRING BUDGET SUPPLEMENTAL ORDINANCE AND TO REITERATE THE COUNCIL'S DIRECTION TO THE CIVIL SERVICE COMMISSION FOR THE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS TO COMPLY WITH THE MANDATES OF THE CONSENT DECREE

Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety  
Client Services Manager, City Attorney

## 11.b Finalizing of Ordinances

*Ordinances approved unanimously at first reading*

### 11.b.1 Civil Service Commissioners Classification and Compensation

367

**2023-04** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION

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

### 11.b.2 Painted Prairie N. Orleans St. ROW Vacation

383

**2023-05** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)

Aja Tibbs, Senior Planner, Planning and Development Services /  
Daniel L. Money, Senior Assistant City Attorney

## 12. PUBLIC HEARINGS

*Public hearings with or without related ordinances*

12.a	<b>Kings Point South PA 1-4 Zoning Map Amendment</b>	402
	<p><b>2023-06</b> A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)</p> <p>Erik Gates, Planner, Planning and Development Services / Daniel Money, Senior Assistant City Attorney</p>	
12.b	<b>Northeast Aurora Planning and Annexation Boundary Expansion Comprehensive Plan Amendment</b>	427
	<p><b>2023-07</b> A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)</p> <p>Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel Money, Senior Assistant City Attorney</p>	
13.	<b>INTRODUCTION OF ORDINANCES</b>	
14.	<b>FINALIZING OF ORDINANCES</b>	
	<i>Ordinances not approved unanimously at first reading</i>	
15.	<b>ANNEXATIONS</b>	
16.	<b>RECONSIDERATIONS AND CALL UPS</b>	
17.	<b>GENERAL BUSINESS</b>	
17.a	<b>Consideration to Appoint a Member to the Civil Service Commission</b>	510
	Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney	

**17.b City Council Appointment of Jason Batchelor as Interim City Manager**

528

Sponsor: City Council

Ryan Lantz, Director of Human Resources / Dan Brotzman, City Attorney

**18. REPORTS**

**18.a Mayor**

**18.b Council**

**19. ADJOURNMENT**

## MINUTES

### Regular Meeting of the Aurora City Council

Monday, February 27, 2023

1. **RECONVENE REGULAR MEETING OF FEBRUARY 13, 2023, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for February 27, 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)

Mayor Coffman stated that during the executive session, the Council discussed personal matters and negotiations.

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a **February 13, 2023, Meeting Minutes**

CM Murillo requested a change on the conference that was misstated during Reports from Council from Broil Up to Royal UP.

Motion by Bergan, second by Coombs, to approve the minutes of February 13, 2023, as amended.

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

7. **PROCLAMATIONS OR CEREMONIES**

7.a **Animal Services – Animal Showcase**

Anthony Youngblood, Manager of Animal Services

7.b **Colon Cancer Awareness Month**

Mayor Coffman proclaimed the month of March as Colon Cancer Awareness Month affixed on February 15, 2023. Mayor Coffman thanked Karen Wilson of Colorado Cancer Coalition for her work on this issue.

7.c **Women’s History Month**

Mayor Coffman proclaimed the month of March as Women’s History Month affixed on February 27, 2023.

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**

Mayor Pro Tem Gardner motioned to remove item 16.a. CM Bergan asked the City Attorney regarding the non-debatable motion. City Attorney confirmed that the motion to remove item is a debatable motion under the City Council’s own rules, as there is a separate section on Garfield’s that makes it debatable.

Mayor Pro Tem Gardner urged his colleagues to vote no on the substitute motion as they have heard the item multiple times. The East Colfax Community Collective was one of the highest awards they gave to any nonprofit and so they wouldn’t need to continue talking about it.

CM Coombs stated that the reason the item was called up for reconsideration was

due to procedural confusion. She reached to the city attorney to confirm the reconsiderations. She stated the city attorney confirmed it. Mayor Coffman stated that there would be an ability to reconsider an item to be brought forward by somebody who voted in the affirmative. City attorney explained that the mayor **voted yes last meeting, which is why it's currently on the agenda.**

Substitute motion by Murillo, second by Coombs to adopt the agenda.

Voting Aye: Mayor Coffman, Coombs, Marcano, Murillo, Medina

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

Motion by Gardner, second by Bergan to adopt the agenda with item 16.a. removed and continued indefinitely.

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

Voting Nay: Mayor Coffman, Coombs, Marcano, Murillo, Medina

#### 10. **CONSENT CALENDAR - MOTIONS**

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##### 10.a **Motions**

##### 10.a.1 **Havana Park Pond and Del Mar Parkway Improvements Amendment 2**

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Enginuity Engineering Solutions LLC, Littleton, Colorado in the Amount of \$74,221.83 for Providing Additional Design Scope and Services During Construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project.



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

10.a.2      **Project NO. R-2307 - Quincy Waterline Condition Assessment**

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to PICA Pipeline Inspection & Condition Analysis Corp. USA (PICA) in the Amount of \$131,725.00 for Providing Consulting Services for the Quincy 42 Inch Waterline Condition Assessment, Project NO. R-2307.

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

10.a.3      **ImageTrend EMS and Community Health Software**

Consideration to extend a SINGLE SOURCE CONTRACT to ImageTrend, Inc., Lakeville, MN in the Amount of \$124,485.10 for EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting, and Community Health Software Subscriptions for Aurora Fire Rescue

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

10.a.4      **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to United Site Services Inc., Commerce City, Colorado, in the Not-to-Exceed Amount of \$130,000.00 to Provide Portable Toilet Rental Units, and Cleaning Services, as Required**

Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney

10.a.5      **Consideration to AWARD A SINGLE SOURCE CONTRACT to Masek Golf Carts, Commerce City, Colorado in the Not-to-Exceed Amount of \$523,876.00 for the Purchase of Electric Golf Carts for the Saddle Rock Golf Club**

Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney

10.a.6      **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Alpine Civil Construction, Inc., Thornton CO in the Amount of \$2,791,877.50 for the 2023 Winter Concrete Program; Project 5913A**

Waiver of reconsideration is requested due to the length of the project and sensitivity to weather conditions that can cause delays.

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

10.a.7      **Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Populous Group, LLC, Kansas City, MO in the Amount of \$3,930.00 for Professional CMGC Design Services for the Southeast Recreation Center (SERC) Project; R-1953**

Kelli Arnold, Project Manager Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney

10.a.8      **Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Stolfus, Greenwood Village, Colorado in the Amount Not-to-Exceed \$27,837.00 for the Neighborhood Traffic Calming Program Support; R-2006**

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

10.a.9      **Consideration to AWARD A SOLE SOURCE CONTRACT to CarePoint, P.C., Englewood, Colorado in the Amount of \$227,500.00 for Medical Director Services for the Fire Department through December 31, 2023**

Matthew Wasserburger, Assistant Director of Fire Management Services / Angela Garcia, Senior Assistant City Attorney

Motion by Bergan, second by Gardner to approve the consent calendar items 10.a.1 through 10.a.9.

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

10.b **Planning Matters**

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

11. **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.*

11.a **Resolutions**

11.a.1 **Conveyance of a Parcel of Land to Murphy Creek Metro District No. 3 as Logical Potential Purchaser**

**R2023-21** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF A PARCEL OF LAND CONTAINING 0.073 ACRES TO MURPHY CREEK METRO DISTRICT NO. 3

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

11.a.2 **Boos Parcel - Erik Frank Agricultural Lease**

**R2023-22** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGRICULTURAL LEASE BETWEEN THE CITY AND ERIK D. FRANK OF CITY-OWNED LAND IN WELD COUNTY

Tom Clark, Senior Real Estate Specialist, Public Works / Michelle Gardner, Senior Assistant City Attorney

**11.a.3 Amendment to the Previously Approved Green Valley Ranch East (GVRE) Infrastructure Funding Agreement**

**R2023-23** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC. REGARDING PUBLIC IMPROVEMENT FUNDING

Haley Johansen, City Engineer, Public Works / Brian Rulla, Assistant City Attorney

**11.a.4 Snow Removal Resolution**

**R2023-24** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO PRESERVE AND RE-APPROPRIATE BUDGET FOR SNOW AND ICE REMOVAL, INCLUDING THE COSTS FOR RESIDENTIAL SNOW PLOWING

Sponsor: Françoise Bergan, Council Member

Jason Batchelor, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

Council heard public in-person testimony.

CM Bergan stated they had many concerned residents regarding snow removal and ice buildup in the City with limited financial resources. At their last Study Session, they had a presentation on some of the potential solutions coming forward allowing metro districts and HOAs to do their own plowing. However, it would still leave a gap. The Resolution was made for reappropriations of the remaining funds from year to year, so they would not be in a deficit.

CM Marcano thanked CM Bergan for the Resolution, as he was in support of it. He brought up that they discussed this issue last September 2021 at their TAPS meeting. CM Marcano asked what the annual surplus looked like and how they could ensure that it would be used in an

equitable fashion, as they had serious issues on several wards regarding giant patches of ice. He added that part of the 2021 discussion was the different option such as contracting as opposed to an in-house snow removal service. Staff explained that the annual surplus varies from year to year. CM Marcano asked CM Bergan if it would be possible to put the annual surplus away effectively in a piggy bank to build up towards a larger capital cost that was discussed in 2021, as he would love the opportunity to bring the resolution in-house to benefit Aurora Water as well as for internal major snow events. CM Bergan stated they could do it in the future as a separate issue to be discussed because staff preferred the reappropriation of remaining funds instead of special funds. She added that the resolution, once moved forward, was not intended to benefit only specific wards but throughout the city.

**Mayor Pro Tem Gardner stated he's a little leery on the resolution.** He asked staff what the \$100,000 savings would equate in terms of road miles that could be plowed. Staff stated it would not be a lot, as their budget would be around 2.5 to \$3 million a year. Mayor Pro Tem Gardner stated he would be willing to try this, but he expressed his concern on the expectations set to the residents on whether the residential streets would get plowed or not. He added that he would support it for now, **but he's worried** about the expectations set to the residents.

**CM Bergan addressed Mayor Pro Tem Bergan's concern that the intent** for the Resolution was not to solve residential snow plowing because it would be a drop in the bucket for what their needs were. The intent was to help alleviate some of the needs in the department for the chemicals especially with the escalating prices.

CM Coombs asked if there were years where there was a deficit and **their approach on that. Staff stated there were years they've had a** deficit and they would just cover it. They would come forward with a supplement if they would see a need for it.

CM Marcano asked CM Bergan why the item skipped TAPS. CM Bergan **explained that they put it in since they have snow happening and didn't** want to push the item later. She added that it was not their intention to skip TAPS.

CM Zvonek clarified that they would be creating a contingency fund for neighborhood roads. CM Zvonek asked CM Bergan if she would be willing to put some of the Council Slush Fund that they have toward this item to make sure that they would not get into a situation that Mayor Pro Tem Gardner explained. He added that they should make sure that they have enough money to begin with by starting with the slush fund and continue to add in the future. CM Bergan stated she would be amenable to that, and she would be in support with the additional monies.

Mayor Pro Tem Gardner asked what a Council Slush Fund was. CM **Zvonek explained that it's a Council contingency fund.**

CM Coombs clarified that it was the \$2.7 million one-time appropriations and not the contingency fund, which was only around \$15,000.

Mayor Pro Tem Gardner recommended that if one of the proposed uses for the 2.7 million would be this item, they should put that in the list of uses so they could vote on it at their April workshop. CM Marciano agreed on the recommendation. He also asked staff if they could bring the item forward to the presentation they had last 2021 for comparison of the two options into TAPS regarding the costs for equipment and how they could reuse them in the summer. Mayor Pro Tem Gardner further asked staff if it would need a council action to use the built up account for other purposes, in case they would get less snow in the coming years. Staff stated that it might require council action. They added the words "to the extent that the budget allows" and it could work both ways.

Motion by Bergan, second by Marciano to approve item 11.a.4.

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

**11.a.5 Resolution to set a Public Hearing for Majestic Commercenter II as a Blighted Area Designation**

**R2023-25** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE

CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED  
MAJESTIC COMMERCENTER II URBAN RENEWAL AREA AS A BLIGHTED  
AREA APPROPRIATE FOR URBAN RENEWAL

Sponsor: Françoise Bergan, Council Member

Jennifer Orozco, Senior Development Project Manager, Planning and  
Development Services / Rachel Allen, Manager of Client Services, City  
Attorney

## **11.b Finalizing of Ordinances**

*Ordinances approved unanimously at first reading*

### **11.b.1 Painted Prairie BID No. 1 Petitions for Inclusion and Exclusion of Property**

**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

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

### **11.b.2 Painted Prairie BID No. 2 Petitions for Inclusion and Exclusion of Property**

**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

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

Motion by Gardner, second by Bergan to approve the Consent Calendars Resolutions and Ordinances with item 11.a.4 removed.

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

12. **PUBLIC HEARINGS**

*Public hearings with or without related ordinances*

*The Council did not have a report on this item.*

13. **INTRODUCTION OF ORDINANCES**

13.a **Civil Service Commissioners Classification and Compensation**

**2023-04** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION

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

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

Motion by Murillo, second by Gardner to adopt Ordinance 2023-04.

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

13.b **Painted Prairie N. Orleans St. ROW Vacation**

**2023-05** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)



Aja Tibbs, Senior Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

Aja Tibbs, Senior Planner, Planning and Development Services, provided a summary of the item.

Motion by Sundberg, second by Jurinsky to adopt Ordinance 2023-05.

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

14. **FINALIZING OF ORDINANCES**

*Ordinances not approved unanimously at first reading*

**14.a Proposed Drought Surcharge Change to Rate**

**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

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

CM Lawson asked if people are going to get surcharges both in winter and indoor if she voted no on this item. She stated that she voted no on the item previously but that she would change her vote to yes since people are going to get surcharges regardless of her vote. M. Brown explained that there were surcharges in code already, so they would be charged either way. CM Lawson further asked if there were programs in place to help people with the surcharge, as things are tight in the economy. M. Brown stated that people would potentially see surcharges if they would choose not to lower their water use and added that they have assistance programs to help those kinds of situations. CM Lawson stated she would be changing her vote to yes.

CM Jurinsky clarified that the automatic surcharges were brought up because they voted to put themselves in a situation where they would declare a drought. M. Brown confirmed her clarification. CM Jurinsky stated she would not be in support of this and would be recalling this item back for reconsideration and call ups.

CM Bergan asked if part of the reason why they suggested going into stage one drought was because the ice melting to their reservoirs due to snow storms every Wednesday did not benefit it as they are still down in capacity. She followed-up on asking if they could get out of stage one drought once conditions changed. M. Brown responded.

CM Coombs asked staff to remind Council of the percentages of water in their reservoirs that would trigger the stage one drought declaration. M. Brown responded.

Motion by Coombs, second by Sundberg to adopt Ordinance 2023-03.

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

Voting Nay: Gardner, Jurinsky

15. **ANNEXATIONS**

*The Council did not have a report on this item.*

16. **RECONSIDERATIONS AND CALL UPS**

CM Jurinsky motioned to reconsider item 10.a.2 from February 13, 2023. The city attorney stated the motion to reconsider would need to have the person who motioned in the prevailing side and that there would be new information on the item. CM Jurinsky and city clerk confirmed that she voted yes during the February 13, 2023 meeting.

Mayor Coffman asked M. Brown if the item was an objective criterion to determine the stages. M. Brown confirmed it was. He asked CM Jurinsky how she would change the facts on the ground. CM Jurinsky stated she was not looking for a debate. There was a motion and a second on the floor so they should move forward with the voting.

CM Marcano stated that he would take the motion with no justification.  
Mayor Coffman concurred with CM **Marcano's statement.**

Motion by Jurinsky, second by Gardner to reconsider item 10.a.2 from February 13, 2023.

Voting Aye: Gardner, Jurinsky

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

**16.a ARPA Nonprofit Grant Agreement – East Colfax Community Collective**

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

**17. GENERAL BUSINESS**

**17.a Determination of Final Candidates to be Interviewed for the Civil Service Commission**

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

Mayor Pro Tem Gardner motioned that the city clerk should send out a ranking sheet to Council and that Council ranks based on a weighted ranking order, second by Bergan. The top two candidates would then be interviewed by Council.

**Discussion on the Coombs Substitute Amendment**

CM Coombs made a substitute motion to interview all candidates, second by CM Marcano. She added that they have two vacancies, and she would not like to be left with only one person. City clerk clarified they only have one vacancy left as Council voted to reappoint Barbara in January.

**Discussion on Marcano Amendment**

CM Marcano stated they interviewed a handful of folks in the past and sometimes people don't perform as well in the interviews, so he would

not like to limit the candidates. He added he would be in support of substitute motion but that they should interview three candidates at the very least.

Mayor Pro Tem Gardner and CM Coombs stated they would consider the Marcano Amendment a friendly amendment.

CM Coombs withdrew her motion.

**Mayor Coffman explained that they're going with the three candidates,** and the city clerk would still have to send out the ranking system and determine who would be the top three to be interviewed by the Council.

Motion by Gardner, second by Bergan to interview final candidates for the Civil Service Commission, as amended.

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

18. **REPORTS**

18.a. **Mayor**

Mayor Coffman informed that Congressman Crow had an event for the naming of a new VA clinic on East Quincy Avenue and in southeast Aurora to the late retired Lieutenant Colonel John Mosley, the first African American to play for Colorado State University. Lt. Col. John Mosley was also a Tuskegee airman during World War II and returned to the military to fight in the Korean and Vietnam War. His wife, late Edna Mosley, was also an extraordinary leader to be the first African American elected to the City Council. Naming the VA clinic to retired Lt. C. John Mosley would be an extraordinary credit to the city.

18.b. **Council**

CM Lawson stated that she and Mayor Coffman went to the Capitol to testify in support of Senate Bill 23-097, Motor Vehicle Theft and Unauthorized Use, which is in line with CM Zvonek's resolution on Motor Vehicle Theft. The bill has passed out of the Judiciary Committee unanimously and would be headed over to the State Appropriations Committee. FSIR Committee has moved several projects out of Committee that the city will seek congressionally directed spending for during the March 6, 2023 Study Session. The Mayor and the

Council Members would travel to D.C. to discuss the **city's 2023 federal** priorities with elected officials and other government agencies. CM Lawson and CM Marciano attended the Colorado Black Caucus of School Board Directors on February 18, 2023. CM Marciano gave some opening remarks while she gave a proclamation on behalf of the mayor to former Superintendent Rico Munn.

CM Jurinsky reminded everyone of the At-Large Town Hall Meeting on March 29, 2023, Wednesday, 6 p.m. at the Southeast Recreation Center.

CM Murillo informed her monthly town hall meeting would be on March 23, 2023, Thursday. The meeting would be hybrid but also in-person at Moorhead Recreation Center. The meeting would discuss small businesses and small business development, and they would be partnering with the Rocky Mountain MicroFinance Institute for a presentation.

CM Medina announced his town hall meeting would be on March 1, 2023, Wednesday, 6:30 p.m. at the AMC.

CM Marciano informed that CM Murillo and he had the chance to meet with students enrolled in the Metro Migrant Education Program, a program in partnership with the Aurora public schools and served students whose parents were migrant workers. He further added he would be preparing for their annual lobbying trip tomorrow with Mayor Coffman and CM Lawson to D.C. and looked forward to the meetings with elected officials to advocate for funds to benefit Aurora. He announced the next Ward 4 meeting on March 9, 2023, Thursday, at 6:30 p.m., at Colorado Early Colleges. They would wrap up the Aurora public **school's** presentation due to technical difficulties last time. The discussion would then follow with a presentation and conversation on the **city's housing** plan, challenges, and opportunities.

CM Coombs thanked those that came out to their quarterly Saturday town and regular Tuesday town hall. Last week, they had a good discussion on housing and public safety. She appreciated the questions and the opportunity to attend the state for the Highline Canal last Thursday with the **mayor**. **She added she's** excited about the projects, the grants from DRCOG, and the contributions from the Canal Conservancy.

CM Bergan reported she was on the Regional Opioid Governance Committee and that **they will have an upcoming meeting this Wednesday**. **She's over the**

medical detox and walk-in clinic portion of the RFP process. Director Heidi Williams announced that the State would get a \$740 million settlement against CVS, Walmart, Walgreens, Allergen, and Teva. 60% of the settlement would be to the counties, 10% would be to the State, and a portion to the municipal government. The deadline for the participation form would be on April 7, 2023. They would also be finalizing the RFQ. She further announced the RFP would then go out in March. Arapahoe County would be vetting all those applications. She added they had the Roadway Committee meeting and talked about the 64<sup>th</sup> Avenue updated. She informed CM Sundberg that the Aerotropolis Regional Transportation Authority (ARTA) had many updates on construction.

Mayor Pro Tem Gardner, CM Zvonek, and CM Sundberg did not have a report.

19. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

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MIKE COFFMAN, MAYOR

ATTEST:

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KADEE RODRIGUEZ, CITY CLERK



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A SINGLE SOURCE CONTRACT to MHC Kenworth Denver, Denver, CO in the Not-to-Exceed Amount of \$60,000.00 for Allison and Cummins Parts and Service as Required for Fleet Services Through February 28, 2024

**Item Initiator:** Cyndi Winner, Procurement Agent, Finance

**Staff Source/Legal Source:** Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

**Outside Speaker:** N/A

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

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 2/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☐ No

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

Consideration to AWARD A SINGLE SOURCE CONTRACT to MHC Kenworth Denver, Denver, CO in the not-to-exceed amount of \$60,000.00 for Allison and Cummins parts and service as required for Fleet Services through February 28, 2024.

Ron Forrest, Fleet Manager, 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<br>Reason for waiver is described in the Item Details field above. |   |

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

- |  |  |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The previous award to MHC Kenworth for Allison and Cummins parts and services was reported on the weekly report to Council dated 4/25/2022 in the amount of \$40,000.00.

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

Fleet Services has an annual requirement for the purchase of Allison and Cummins parts for the repair and maintenance of City owned E-One fire trucks.

Using original manufacturer (OEM) parts and service is necessary to maintain efficient operation of city vehicles and to maintain warranty integrity when applicable. Staff has confirmed that MHC Kenworth is a Cummins authorized dealer to provide their parts and service.

A primary component of repair services is for city E-One fire trucks that have Cummins engines. Turnaround time for these vehicles is crucial in order to get repaired trucks back in operation as soon as possible for the welfare and safety of the public. Having dual awards in place capable of providing these parts and service ensures that the city can obtain optimal turnaround time for vehicles in need of repair.

Staff has confirmed that MHC Kenworth's parts and labor pricing are the same price they would charge to any other government agency. Therefore, pricing is considered to be fair and reasonable.

Council approval is required for awards greater than \$50,000.00 without competition.

Based on the above, staff recommends the award of a single source contract to MHC Kenworth Denver, Denver, CO in the amount of \$60,000.00 for Allison and Cummins parts and service as required for Fleet Services through February 28, 2024.

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## 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.)*

Funding will be charged to the following org: 49051 (Vehicle Equipment Maintenance) and Acct 60100 (Supplies-Resale).

### 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.)*



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## QUESTIONS FOR COUNCIL

Does City Council approve the single source award to MHC Kenworth Denver, Denver, CO in the not-to-exceed amount of \$60,000.00 for Allison and Cummins parts and service?

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## LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when it is in the City's best interests to obtain parts, repairs, or service for existing equipment from a local factory-authorized dealer or distributor (City Code § 2-674(4)). (Lathers)

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<b>MHC KENWORTH DENVER</b> <b>DENVER, CO</b>  Dept: Public Works/Fleet	<p>Award of a single source contract for the purchase of Cummins parts and service as required by Fleet through April 30, 2023.</p> <p>Using original manufacturer (OEM) parts and service is necessary to maintain efficient operation of city vehicles and to maintain warranty integrity when applicable. Staff has confirmed that MHC Kenworth is a Cummins authorized dealer to provide their parts and service.</p> <p>A primary component of repair services is for city E-One fire trucks that have Cummins engines. Turnaround time for these vehicles is crucial in order to get repaired trucks back in operation as soon as possible for the welfare and safety of the public. Having dual awards in place capable of providing these parts and service ensures that the city can obtain optimal turnaround time for vehicles in need of repair.</p> <p>Staff has confirmed that MHC Kenworth's parts and labor pricing are the same price they would charge to any other government agency. Therefore, pricing is considered to be fair and reasonable.</p> <p><i>Purchases where it is advantageous to obtain parts or service from local factory authorized dealers can be awarded through non-competitive negotiations. 2-674 -(4)</i></p>	\$40,000.00	N/A
<b>ZABELLI FIREWORKS MANUFACTURING COMPANY</b>  <b>BOCA RATON, FL</b>  Dept: PROS	<p>Extend an openly solicited contract for the City's 4<sup>th</sup> of July Spectacular. The award includes fireworks and services on-site. This award represents the second year of a possible three year award.</p> <p>Zambelli's price for the 2022 fireworks show is the same as last year's contract price. Since the Municipal Cost Index reflects an increase of 12.16% over March 2021, the pricing is considered to be fair and reasonable.</p> <p><i>Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2</i></p>	\$40,000.00	R-2026



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A COMPETITIVELY BID CONTRACT to Martin Marietta Materials, Inc., Lakewood CO in the Amount of \$35,976,194.47 for the 2023 Overlay Program; 5921A

**Item Initiator:** Kristin Chewiwi, Procurement Supervisor - Finance

**Staff Source/Legal Source:** Nicholas Johnson, Engineering Supervisor, 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:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

Waiver of Reconsideration is requested due to the length of the project and sensitivity to weather conditions that can cause delays.

Nicholas Johnson, Engineering Supervisor, 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 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 above.

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

- |  |  |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

N/A

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

The 2023 Overlay Program consists of asphalt mat planning, application of tack coat, and hot mix bituminous pavement overlay to existing asphalt-paved streets throughout the City of Aurora. Replacement of four-inch wide Epoxy Pavement Markings, Preformed Thermoplastic Crosswalk Bars, Reversible Turn-Arrows (FHWA Type IV), and Stop Bars are also required.

Construction is expected to be completed by December 31, 2023.

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System (BidNet) on January 11, 2023. Bids were opened by Purchasing Services on February 3, 2023. Four (4) bids were received, and the results are as follows:

Name of Bidder	Total Base Bid
Martin Marietta	\$ 35,976,194.47
Brannan Sand & Gravel	\$ 36,566,760.31
Holcim	\$ 41,454,005.95
Asphalt Specialties	\$ 43,842,861.80

No Aurora firms submitted a bid.

The estimated cost for this project ranged from \$35,000,000.00 to \$37,000,000.00. The price from Martin Marietta is considered to be fair and reasonable when compared to the project estimate. Bid acceptance period expires on April 4, 2023.

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

Based on the above, staff recommends an award to Martin Marietta Materials, Inc., Lakewood, Colorado in the amount of \$35,976,194.47 for the 2023 Overlay Program; 5921A.

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## 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 will be funded from the following ORG and ACCT:

49661 / 68410: \$24,814,302.00  
48002 / 68410: \$11,161,892.47

**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

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**QUESTIONS FOR COUNCIL**

Does Council approve the award to Martin Marietta Materials, Inc. in the amount of \$35,976,194.47 for the 2023 Overlay Program; 5921A.

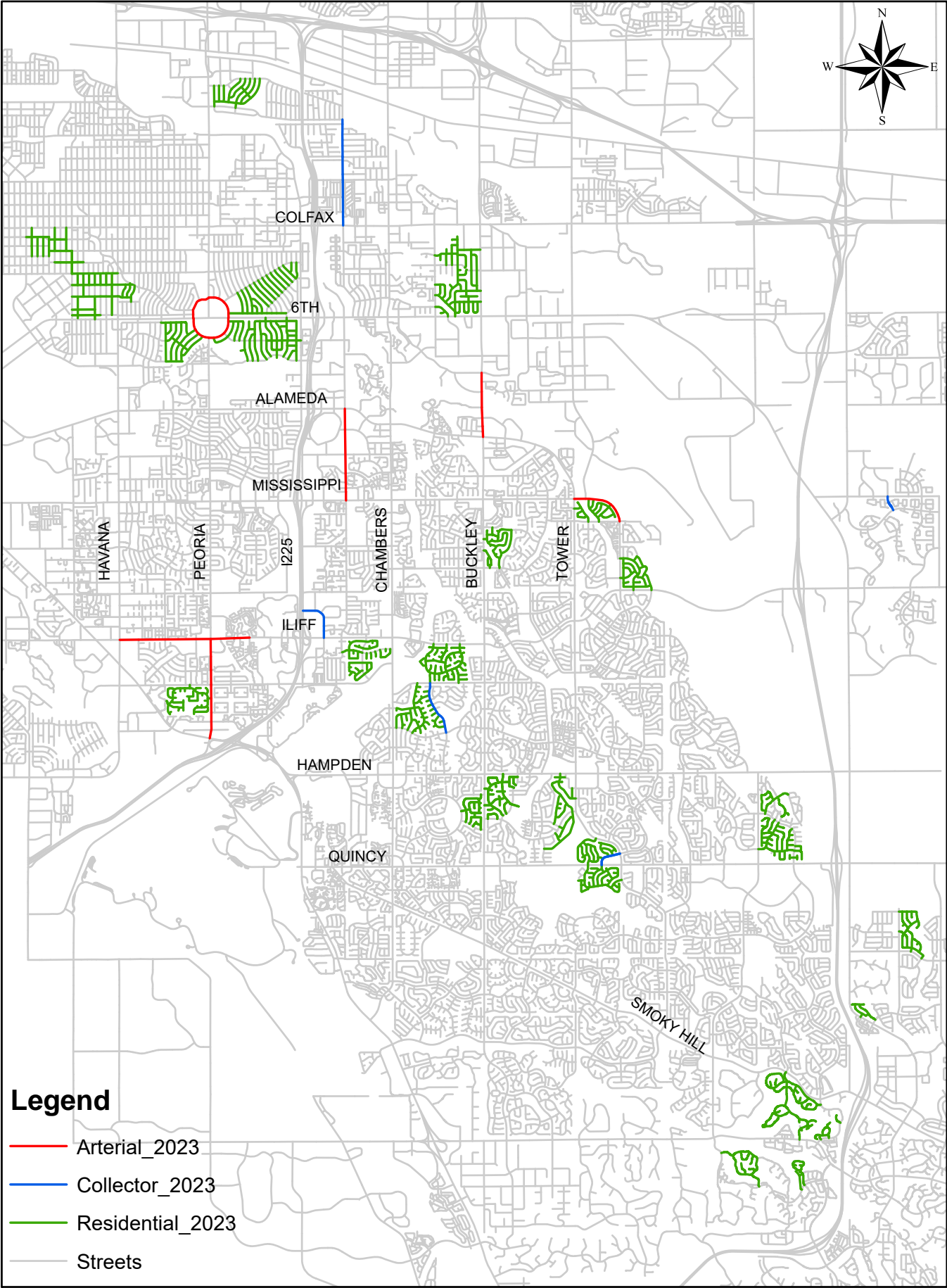
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**LEGAL COMMENTS**

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or most advantageous proposal as specified by project in the request for proposal for each project except as otherwise provided in this article (City Code § 2-671). Every award of a purchase order or contract worth \$2,000,000.00 or more requires City Council approval (City Code § 2-672(5)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.

# 2023 Overlay Program



Note: Contractor will provide anticipated schedule for paving locations after project award.



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A SOLE SOURCE CONTRACT to Infor Public Sector, Inc., Alpharetta, GA in the Amount of \$206,949.66 for the Annual License/Maintenance Renewal of Asset Management Software for Water and Public Works Through April 11, 2024.

**Item Initiator:** Jeff Lehmann, Sr. Procurement Agent

**Staff Source/Legal Source:** Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

**Outside Speaker:** N/A

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

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

Scott Newman, Chief Information Officer / 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<br>Reason for waiver is described in the Item Details field above. |   |

### 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          |

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

City Council approved the previous award to Infor Public Sector, Inc. in the amount of \$212,132.87 on April 11, 2022, Agenda Item #10.f.

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

Information Technology has a requirement for Infor's Asset Management software/maintenance renewal through April 11, 2024. This software is used for tracking and maintenance of Aurora Water assets and city owned buildings that are managed by Public Works.

The Infor system was originally selected to develop Water's asset management system as a result of a competitive solicitation (B-2842) conducted in 1994. Since that time all Water operations divisions have standardized on this system. In March of 2019, the city implemented an enterprise license with Infor to include the management of Public Works assets. Infor is the sole provider for maintenance of their systems.

Infor's 2023-2024 software/maintenance renewal pricing of \$206,959.66 is a 3% increase over last year's license pricing in accordance with the agreement negotiated in 2019 after the Public Works addition. Therefore, renewal pricing is considered to be fair and reasonable.

*Note: The lower requested award amount for this year from last year is a result of the non-renewal of four previously used modules.*

City Council approval is required for single or sole source awards of \$50,000.00 or more.

Based on the above, it is staff's recommendation to proceed with a sole source contract to Infor Public Sector, Inc., Alpharetta, GA in the amount of \$206,959.66 for the annual software/maintenance renewal of Infor's Asset Management software for Water and Public Works through April 11, 2024.

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## 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.)*

Funding for this item is appropriated in the 2023 budget under the following:

Org: 52014	Engineering Svcs-Water	Acct: 64542	R&M Software	\$ 90,211.24
Org: 52015	Engineering Svcs-Sewer	Acct: 64542	R&M Software	\$ 37,588.02
Org: 52016	Engineering Svcs-Storm	Acct: 64542	R&M Software	\$ 22,552.81
Org: 49873	Bldg Repair Special Projects	Acct: 64540	R&M Equipment Other	\$ 16,705.79
Org: 37006	Enterprise Applications	Acct: 64540	R&M Equipment Other	\$ 39,901.80
				\$206,959.66

### 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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the award of a sole source contract to Infor Public Sector, Inc., Alpharetta, GA in the amount of \$206,959.66 for the annual software/maintenance renewal of Infor's Asset Management software for Water and Public Works through April 11, 2024?

---

**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)

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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



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, UT in the amount of \$70,730.02 for Software System License Renewal for the City's 911 Answering System through February 27, 2024.

**Item Initiator:** Jeff Lehmann, Senior Procurement Agent

**Staff Source/Legal Source:** Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

**Outside Speaker:** N/A

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

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

Scott Newman, Chief Information Officer / 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<br>Reason for waiver is described in the Item Details field above. |   |

### 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          |

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

City Council approved the previous award to Priority Dispatch for the 2022-2023 software support renewal in the amount of \$70,730.02 on May 9, 2022, Agenda Item #10.t.

---

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

Information Technology is requesting approval for Priority Dispatch ESP (P) system license renewal for service and support for the city's 911 answering system in the city's Main and Backup Communications Center for 2023-2024. This system software assists dispatchers with answering and managing 911 and non-emergency phone calls.

As the developer of the software, Priority Dispatch has chosen not to authorize any other companies to provide distribution and support services for their product. Priority Dispatch has proposed renewal pricing at the same cost as the 2022-2023 term. Given the Municipal Cost Index (MCI) has increased 6.69% year-to-year ending December 2022, renewal pricing is considered to be fair and reasonable.

City Council approval is required for single or sole source awards of \$50,000.00 or more without competition.

Based on the above, it is staff's recommendation to proceed with the award of a sole source contract to Priority Dispatch, Salt Lake City, UT in the amount of \$70,730.02 for Priority Dispatch System ESP (P) software system license renewal for the city's 911 answering system through February 27, 2024.

---

**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.)*

Funds are appropriated in the 2023 budget for this item under the following:

Org: 37022 (E911) / Acct: 64540 (R&M: Equipment Other) Total: \$70,730.02

**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 of a sole source contract to Priority Dispatch, Salt Lake City, UT in the amount of \$70,730.02 for Priority Dispatch System ESP (P) software system license renewal for the city's 911 answering system through February 27, 2024?

---

## **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)

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

- 10.r. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of \$256,300.00 for the purchase of aggregate materials as required through March 31, 2023. (Bid #B-4580)**

Marena Lertch, Manager of Water Service, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.s. **Consideration to APPROVE AN OIL and GAS LEASE AGREEMENT with Crestone Peak Resources Watkins Holdings LLC**

Consideration to APPROVE A OIL & GAS LEASE AGREEMENT with Crestone Peak Resources Watkins Holdings LLC, for city-owned mineral rights within the West Half of the Northwest Quarter and North Half of the Southwest Quarter of Section 30, Township 3 South, Range 64 West of the Sixth Principal Meridian, County of Adams, State of Colorado, containing 179.7 acres

Jeffrey S. Moore, Manager Oil & Gas Division / Ian Best, Assistant City Attorney

**10.t. 2022-2023 Priority Dispatch System ESP (P)**

Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, Utah in the amount of \$70,730.01 for software system license renewal, service and support for city's 911 answering system in the main and backup communication centers for 2022-2023

Staff requests a waiver of reconsideration as the invoice is past due and to ensure there is no disruption to this critical 911 software.

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

CM Jurinsky stated that she appreciates city staff for approving one contract for a company in Aurora out of 20 contracts. She mentioned that one of her companies is registered in Sheridan, one is in Englewood, and four are in Aurora. Mayor Coffman stressed that CM Jurinsky is talking about issues that are not germane to the topic at hand.

Motion by Gardner, second by Bergan to approve the consent calendar items 10a through 10t.

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

11. **RESOLUTIONS**

- 11.a. **First Amendment to IGA with CDOT for the Westerly Creek Trail to Toll Gate Creek Trail Connector**

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





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Change Order to IMA Purchase Order to Add Additional Funds for the City's Insurance Program
<b>Item Initiator:</b> Renee Pettinato Mosley, Senior Risk Manager
<b>Staff Source/Legal Source:</b> Renee Pettinato Mosley, Senior Risk Manager / Dave Lathers, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

- 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 waiver of reconsideration is requested given that insurance premiums for these coverages are due for payment.

Renee Pettinato Mosley, Senior Risk Manager / 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 checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration      |  |
- Reason for waiver is described in the Item Details field above.

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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



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

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

N/A

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

A Change order to IMA contract authorizing additional funds for the City's insurance program: The City purchased insurance for property, liability, workers' compensation, financial professional risks (crime/fiduciary) and other coverages to protect City assets. The amount requested in December was \$4.0 Million. While the approved amount was significant, the City could not pay for all the insurance it requires. In addition, funds were insufficient to purchase the statutorily required performance bond for the Division of Worker's Compensation, insurance to protect our high dollar vehicles from physical damage (fire trucks, for example) and Cyber Liability Insurance to protect our IT infrastructure. As such, the Sr. Risk Manager requests an additional \$450,000 to secure these necessary insurance products for the City. Given insurance premiums for these coverages are due for payment, a waiver of reconsideration is requested.

## FISCAL IMPACT

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input checked="" type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input type="checkbox"/> 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.)*

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.)*

The non-budgeted costs associated with this request are a result of higher insurance costs due to a hard insurance market and the addition of Cyber Insurance to our program. Natural disasters, increasing litigation and expanding workers' compensation benefits nationwide have resulted in increased insurance rates for all organizations.

### 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 adding \$450,000 to the existing IMA contract in order to pay for insurance premiums for 2023?

---

## LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Aurora Municipal Court Workload Study Proposal
<b>Item Initiator:</b> Candace Atkinson, Director of Courts and Detention
<b>Staff Source/Legal Source:</b> Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** N/A

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

Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney  
Outside Speaker: Shannon Roth, Court Management Consultant, National Center for State Courts

### 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 type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only  |  |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration<br>Reason for waiver is described in the Item Details field. |  |

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 2/9/2023

### 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 checked="" type="checkbox"/> Minutes Not Available |

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

Presented at the City Council Fall Workshop on October 8, 2022. Council approved \$150,000 to be used for a municipal court workload study.

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

Municipal Court workload study. \$150,000 has been pre-approved by Council on October 8, 2022. However, additional funding will be required and has not yet been budgeted. (\$60K if Public Defenders not included / \$86K if Public Defenders included)

---

**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.)*

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.)*

\$150,000 has been pre-approved by Council on October 8, 2022. However, additional funding will be required and has not yet been budgeted. (\$60K if Public Defenders not included / \$86K if Public Defenders included)

**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 of additional funding needed for the Aurora Municipal Court Workload Study?  
Does City Council approve of including the Aurora Public Defender's Office in the workload study?

---

**LEGAL COMMENTS**

There is no formal council action necessary. This item is informational only.  
The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, Art. 7-4(e)). (Garcia)



# Proposal

**City of Aurora, Colorado**

**Weighted Caseload Study of Municipal  
Court Judicial Officers, Prosecutors, and  
Case Management Staff**

---

## DATE

January 23, 2023

---

## PREPARED FOR

Aurora Municipal  
Court, Court  
Administration  
Department

---

## PREPARED BY

National Center for  
State Courts  
  
Court Consulting  
Services

**National Center for State Courts**  
*Court Consulting Services*

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300 Newport Avenue  
Williamsburg, Virginia 23185  
Phone: (800) 616-6164

Mike Buenger, Acting Vice President for Court Consulting Services

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**ncsc.org**





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## BACKGROUND

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The Aurora Municipal Courts have requested that the National Center for State Courts conduct weighted caseload studies for judges, prosecutors, and case management staff. The city may be interested in adding public defenders to this workload assessment study. Public defenders have not been included in this proposal, but could be added, for an additional cost, if the city deems that to be of interest. Aurora is the third most populace city in Colorado, and the municipal courts have jurisdiction over city ordinances, and lower level criminal offenses including traffic, domestic violence, and motor vehicle theft.

Weighted caseload studies are used to determine the appropriate staffing levels for each identified group included in these studies. Weighted caseload studies rely on study participants to track their work time, including case types and events they work on for a period of time (likely to be 12 weeks). When this information is joined with case filing information, NCSC analysts can determine the expected annual workloads for each study group and use this information to determine the appropriate staffing levels.

## PROJECT DESCRIPTION

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The NCSC proposes to conduct weighted caseload studies for judges, prosecutors, and case management staff that work in the Aurora Municipal Courts. The primary component of the workload assessment study is a time-and-motion study, in which all participants track their time for a twelve-week period. Based on the time study data, NCSC consultants will compute average case weights for specified case types, that can be multiplied by the number of cases filed in each court jurisdiction to determine the number of judicial officers, prosecutors, and case management staff that are needed to process cases in the Municipal Courts for a cost of \$210,519. Should the Office choose to add a workload study for municipal court public defenders, that work can be conducted for an additional cost of \$35,358.

### PROJECT GOALS AND TASK SUMMARY

#### A. Project Goals

The NCSC proposes an incremental workload assessment strategy that consists of the following goals:



- Using an Advisory Committee(s) to examine, interpret, and reconcile the information and results emerging from data collection and analyses.
- Conducting work time studies as a basis for determining Municipal Court staffing needs for judges, prosecutors, and case management staff.
- Developing and applying workload assessment models for each of the study groups drawing upon separate time studies, surveys, focus groups, and a qualitative decision-making methodology to produce a final set of workload standards.

To meet these goals, the NCSC, in close collaboration with the Court Administrator's Office, proposes a straightforward process that will:

- Make use of existing data sources currently in place.
- Minimize the impact on study participants.
- Produce a measure of judicial officer, prosecutor, and case management staff workload that is clear, grounded in current practice and respondents' experiences, and will be easy to update.
- Include the participation of all judicial officers, prosecutors, and case management staff.
- Lead to support and "ownership" by the Court Administrator's Office, City Council, study participants, and other important stakeholders.

## **B. Project Summary**

The proposed project includes the following overall steps:

1. Constitute one or more Advisory Committee(s) to provide guidance and oversight to the NCSC consultants during the life of this project. The Advisory Committee(s) will advise and comment on the general study design, the identification of case type and activity categories on which data will be collected (e.g., ordinances, traffic cases, motor vehicle theft; pre-trial work, jury trials, etc.), as well as other details of the study. Advisory Committee members will also be asked to participate in a mid-project and final meeting to review data from the time study of current practice. The Court Administrator's Office will also be asked to provide three years' worth of case filing data for each of the case types selected, as well as a census of all participants, including their name, job title, and email addresses.
2. Conduct sufficiency of time surveys with the three study groups to obtain perceptions about employees' workload and working conditions, including whether there is sufficient time to complete all of their job duties, and levels of stress employees are feeling.

3. Conduct focus groups. The number of focus groups will be determined by the Advisory Committee, but at least one focus group will be held with each of the three study groups.
4. At the second meeting of the Advisory Committee(s), review the sufficiency of time survey results and focus group findings, and determine whether additional data items need to be added to the worktime studies.
5. Develop time study materials, training materials, conduct time studies, and compute a set of preliminary case weights that are representative of the way that cases are currently being processed, across all three study groups.
6. Conduct quality adjustment sessions by convening Delphi groups to provide a qualitative assessment of the time study results with reference to recent changes in legislation and to established (and aspirational) court practices, policies, and procedures.
7. At the final meeting of the Advisory Committee, review all data sources, including the quality adjustment sessions, and recommend a set of final workload standards. The final workload standards must:
  - a. Be firmly based in the reality of the court so that the workload standards build on the average amount of time that judges, prosecutors, and case management staff currently spend processing all cases of a particular type.
  - b. Allow sufficient time for equitable and quality case processing.
  - c. Consider the time all study groups are required to apply to overall court management and quality performance, not just the time they are currently spending on cases.
  - d. Be credible to outside observers as well as to court employees. Grounding the standards in current practice and expert opinion about how long cases should take provides a strong base of credibility.
8. Produce a final report, that will include a description of the methodology, qualitative and quantitative data results, and staffing needs models for the three study groups.

In summary, the standards will be based on current practice, with adjustments for how work should be conducted to provide an optimal level of quality service to the citizens of Aurora; and when applied to caseload information, provide a means to assess the efficient and equitable allocation of judicial officer, prosecutor, and case management

staff resources in the Municipal Court. All tasks are discussed in detail in the next section.<sup>1</sup>

## **DETAILED TASKS AND RESPONSIBILITIES**

### **Task 1 – Project Preparation and Planning**

#### ***1.1 Formation of Advisory Committee and Identification of Project Liaison***

The NCSC will request that one person from the Court Administrator's be assigned as a liaison to the workload assessment studies. This person will be the key staff person with whom the NCSC will communicate throughout the project. The NCSC also requests that one or more Advisory Committee(s) be formed to provide project oversight and guidance as well as to review both project plans and materials. The size and composition of the Advisory Committee(s) will be determined by the AOC, with an eye toward knowledge of day-to-day line-level judicial officer, prosecutor, and case management staff work and representation of all case types handled. The Court Administrator's Office will be responsible for arranging and coordinating the participation of all Advisory Committee members. It is anticipated that the first and last Advisory Committee meetings will be held in person, while the second meeting will be held remotely.

#### ***1.2 Initial Planning Meeting***

NCSC project staff will meet with the Court Administrator's staff to discuss creation of the Advisory Committee(s) and general project plan soon after securing a contract. After determining meeting dates, NCSC staff will meet with the Advisory Committee(s) in person

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<sup>1</sup> In 2020 and 2021, case filings may not be representative of future trends, given the impact of the COVID-19 pandemic. The Court Administrator's Office, NCSC, and the Advisory Committee will discuss appropriate options for new case filing figures. This could include using a three-year average, forecasting new filing numbers, or some other option.

within the first two months of having received a contract to review the overall study design and discuss specific aspects of that design, including:

- Case types for which workload standards are sought,
- Judicial Officer, prosecutor, and court management staff day and year value, which will be used to develop needs models,
- Specific elements of the time study, including:
  - The scope of data to be collected,
  - The participants in the time study,
  - The data collection timeline and timeframe, anticipated to be twelve weeks,
  - Work time study training schedule,
  - Rules regarding multi-tasking,
  - Future Advisory Committee meeting dates, and
  - Review of questions and set timeframe for conducting the focus groups.

The collection and delivery of several key pieces of information to NCSC project staff by the Court Administrator's staff is critical to the initial phases of the project. First, an essential component in every workload study is the compilation of a set of accurate and reliable counts of the number of cases that are filed for a three-year period by case type category. Second, the Court Administrator's staff will need to provide an accurate census of the number of full-time equivalent (FTE) judicial officers, prosecutors, and case management staff, including names, email addresses and FTE status (e.g., 50%, 100%). After the initial meeting with the Advisory Committee(s), NCSC will develop a "Decisions Document" that will include the agreements made during that meeting. This document will be provided to the project liaison for dissemination to members of the Advisory Committee(s), and this document will serve as the roadmap for conducting the study.

## **Task 2 – Sufficiency of Time Survey**

To ensure the most efficient use of time, the project will begin with a Sufficiency of Time study, designed to measure worktime study participants' opinions on whether they have sufficient time to reasonably complete all their responsibilities within current resource levels. The purpose of this component of the workload assessment strategy is to identify where the preliminary case weights may need to be modified to account for those areas where additional time is required to enhance the quality of the justice that is being delivered. Generally, there are three parts to this assessment: (1) whether respondents need more or less time in the various phases of case processing to complete the work; (2) whether there is sufficient time available for respondents to perform the non-case-related aspects of case

processing; and (3) the perceived levels of job-related stress participants experience on a regular basis. The data will be analyzed and presented to the Advisory Committee(s) following the conduct of focus groups (Task 3).

### **Task 3: Focus Groups**

To obtain additional qualitative data that will augment the Sufficiency of Time survey results, the NCSC will conduct focus group sessions with select judicial officer, prosecutor, and case management staff participants to gain a fuller understanding about the use of their time. The Advisory Committee(s) will decide whether participants are volunteers or whether they should be selected by specific individuals. The NCSC project team will conduct the focus groups over Zoom, thus allowing participants to engage in this process without the need for travel. The NCSC will work with the Advisory Committee(s) to determine the number of focus groups to be held, and the best times at which to schedule the focus groups.

Focus groups will include a brief review of Sufficiency of Time Survey findings from the work time study and questions regarding barriers from getting work done in a timely and efficient manner:

- 1) In your current work environment, do you feel you have adequate time, without working overtime, to complete your work to your satisfaction?
  - a. If you are not able to get your work done, what gets set aside to address more pressing work?
- 2) Overall, are you satisfied with the way work is currently conducted in your office?
  - a. Please explain further.
- 3) Do you regularly feel stressed as a result of your work?
  - a. What is the source of your stress (e.g., amount of work, deadlines, other?)
- 4) Is the pace at which you currently work sustainable for the long run?
- 5) What do you think is working well, in terms of how your work is conducted?
- 6) Are there processes that could be changed to make your work more efficient?
- 7) Are there obstacles that currently prevent you from conducting your work?
  - a. If so, what are those obstacles?
- 8) What concerns, if any, do you have regarding the upcoming time study?

Additional questions may be posed by the Advisory Committee(s).

- The focus groups will help identify challenges to the effective handling of different types of cases. This information can assist the Advisory Committee(s) in making any adjustments to the time study data, if they feel it is necessary.

#### **Task 4 – Second Advisory Committee Meeting(s)**

The NCSC team will conduct a Zoom meeting with the Advisory Committee(s) to review the preliminary results and Sufficiency of Time Survey and focus group findings. Based on the findings, the Advisory Committee(s) may want to adjust the data to be collected in the time study. This meeting is expected to be brief (not more than two hours), so will be conducted via Zoom.

#### **Task 5 - Time Study**

The NCSC proposes to conduct an event-based time study of workload over the course of a twelve-week period. Based on the NCSC's extensive experience in conducting work time studies, the time study results will provide a reliable and valid snapshot of court-related work activity. Specific responsibilities for the time study tasks include:

##### ***5.1 Design of Data Collection Tools/Preparation of Training Materials***

NCSC project staff will develop paper tracking forms for each study group to track their worktime throughout the day. At any time during the day, study participants can enter their worktime activities into the NCSC's proprietary data entry system. Both tools will include the case types and activities agreed to at the initial Advisory Committee meeting(s).

It is critical that time be recorded comprehensively, accurately, and consistently according to an established set of rules. To that end, project staff will prepare a set of written training materials and will provide webinar-based training sessions, that clearly explain the data collection process for all participants engaged in the study, discussed next.

##### ***5.2 Training and Dissemination of Data Collection Materials***

NCSC project staff will provide training sessions to acquaint participants with the workload concept, the proposed project design, and the data collection requirements, and answer any questions related to the study and its implications. Prior to the training sessions, each time study participant will receive an email from the NCSC automated data entry system including their login credentials to enter time study data, training materials, and a PDF of the time-tracking document that can be used throughout the day to record work activity prior to entering the data into the online data entry system. NCSC trainers will attempt to provide

direct training to all study participants.<sup>2</sup> A recorded training session will be created for use by any study participants who cannot participate in a live training session. Written training materials will also be provided and made available to all participants.

### **5.3 Data Collection and Support**

The Court Administrator-designated project liaison will be responsible for assisting NCSC project staff in the time study data collection effort. Throughout the data collection process, the project liaison and NCSC staff will be available to answer questions from work time study participants. The types of issues that typically arise include revisions to submitted time, and general questions regarding the reporting and entry of data. Such support is invaluable as it ensures reliability in the time study data collection as well as its timely completion.

NCSC consultants will provide a weekly worktime study participation report. The project liaison can use this report to encourage participation if rates are lower than expected. The NCSC has found that this strategy has proven successful in improving participation rates, which is critical to the success of the study.

### **Task 6 – Data Analysis**

Upon completion of the data collection period and after the database has been cleaned, verified, and compiled, the NCSC staff will analyze the data received during the data collection period. From this information, the analysis will focus on:

- Time required to process each identified case type, including times associated with each activity within each case type, and
- Time required for non-case-related work (e.g., administration, travel, committee attendance, etc.).

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<sup>2</sup> It is not uncommon in workload assessment studies to also train assistants or other court staff who work with judges or other study participants, so they can enter the tracked time into the NCSC online data entry system.

Three datasets will be created, one for each study group, and initial case weight and average non-case-related time will be developed for each study group, then shared with the Advisory Committee(s) at the second meeting.

## **Task 7 – Quality Adjustment**

### **7.1 Formation of Delphi Groups**

The Court Administrator's office and/or the Advisory Committee(s) will select up to two Delphi groups for each study group, each made up of experienced employees from that study group area. The exact number of Delphi groups will be determined based upon the number of case weights included in the workload models. The Court Administrator's Office will assist in coordinating and ensuring the Delphi groups' participation in the quality adjustment sessions.

### **7.2. Quality Adjustment Sessions**

NCSC staff will facilitate quality adjustment sessions for each Delphi group. NCSC will provide the Delphi groups with reference materials, including the preliminary case weights, the results of the Sufficiency of time Survey results, and the focus group findings. Using an iterative and consensus-based process, the Delphi groups will engage in a structured review of the preliminary case weights and recommend any necessary adjustments based on any recent statutory changes, proven effective and efficient procedures and practices, and real-world experience. The purpose of the adjustments will be to ensure that the final case weights incorporate sufficient time for the efficient and effective performance of all judicial duties in each case. Delphi groups will be held remotely.

## **Task 8 – Final Meeting of the Advisory Committee(s)**

The Advisory Committee(s) will reconvene, in person, for a final meeting to examine and reconcile results from all phases of the study including results from the time studies. The goal of this meeting will be to reach consensus on a set of final case weights and consensus on the deductions for non-case-related time and travel times.

## **Task 9 – Final Report**

### **9.1 Draft Report**

NCSC project staff will draft a preliminary report that includes the project methodology, the results of the weighted caseload study – including the needs assessment models - and an executive summary. The Court Administrator will be responsible for coordinating the review process with the Advisory Committee(s) and other stakeholders.



## **9.2 Final Report**

Following the final review of the draft report, NCSC project staff will incorporate any corrections, comments, and suggestions, as appropriate, and finalize the report. NCSC will submit bound copies, if desired, in a number to be determined in consultation with the Court Administrator.

## **NCSC QUALIFICATIONS**

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The NCSC is a non-profit corporation with the mission to improve the administration of justice through leadership and service to state courts and to justice systems around the world. Founded by the Conference of Chief Justices in 1971, the NCSC is the pre-eminent judicial reform organization in the United States and a national and global leader in helping courts improve the administration of justice and delivery of services (for more information, visit our website at [www.ncsc.org](http://www.ncsc.org)).

The NCSC is dedicated to modernizing court operations and improving justice at the state and local level throughout the country. By functioning as an extension of the state courts, the NCSC acts as a focal point for judicial modernization, serves as a catalyst for implementing standards of fair and expeditious judicial administration, and helps determine and disseminate solutions to the problems of individual courts and state judicial systems.

The NCSC's work includes providing information, technical assistance, research, and consulting services to courts and other interested parties, and conducting research and evaluations in all areas of operation of the courts. The NCSC provides direct court consulting services to courts in order to improve court management performance across a broad spectrum of topical areas, including court leadership, caseload management, financial management, technology management, human resources, facilities, court security, jury management, and access to justice. No organization in the nation is more knowledgeable about how courts work and the application of modern management principles to court leadership, organization, and operations than the NCSC.

## CONSULTANT QUALIFICATIONS

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The NCSC has a strong team dedicated to conducting workload assessment studies. It is anticipated that the following team members will be assigned to the proposed study, as they are thoroughly familiar with the history, development, and use of weighted caseload studies. Depending on the timing of this project, some staff could be replaced by one or more of the other team members listed below the anticipated staff members.

### **Anticipated Staff Members:**

**Suzanne K. Tallarico**, M.A., the assumed Project Director, has been with the NCSC as a full-time Principal Court Management Consultant since 2005. She has extensive experience in conducting workload studies, criminal justice system studies and evaluations, correctional forecasting, and policy analysis. Ms. Tallarico has completed judicial workload studies in over 30 states, including West Virginia, and performed numerous clerical and probation officer workload assessments. Prior to joining the NCSC, she was the Director of Research and Evaluation for the Colorado State Court Administrator's Office of Probation Services. Preceding her employment with the Colorado Judicial Branch, she served 12 years as a senior research analyst for the Colorado Department of Public Safety's Division of Criminal Justice. In these positions, she has had extensive experience in program evaluation, policy analysis, judicial and probation staffing and workload assessment, correctional population forecasting, program and performance review, and collection and dissemination of data and statistical reports.

In addition to her responsibilities at the Colorado State Court Administrator's Office, Ms. Tallarico has been a consultant and trainer for the Center for Sex Offender Management in Silver Spring, Maryland; the National Institute of Corrections; and the National Institute of Justice in the areas of program development, evaluation strategies, training, curriculum development, and proposal review.

**Shannon Roth** is a Consultant with Court Consulting Services and has been with the NCSC since 2005. Her experience ranges from court performance and culture to staffing/workload assessment and data analysis. Ms. Roth has managed or participated in over thirty statewide workload assessment projects to determine the need for the appropriate number for judges, clerk staff, or probation personnel and is currently serving as staff for several workload assessments. Some recently completed projects include the Kansas Judicial and Other Court Staff Workload Assessments, Missouri Court Service Officer Workload Assessment, and the

Use of Remote Hearings in Texas State Courts: The Impact on Judicial Workload. Other projects on which Ms. Roth has worked include the Illinois Judicial Performance Evaluation, Marion County Unified Family Court, and Presiding Judges on Leading Change. In addition, she creates and maintains multiple surveys for a variety of projects using the survey software Qualtrics for Court Consulting Services.

Prior to joining the NCSC, Ms. Roth served as a Payroll Administrator/Human Resource Assistant for Basic Construction Company. In this position, Ms. Roth was responsible for the entry, maintenance, and disbursement of hourly payroll and payroll related reports. Additionally, she assisted with employee benefits and human resources.

**John W. Douglas**, Principal Court Management Consultant, joined the NCSC in March of 1997. During his employment at the NCSC, Mr. Douglas has participated in many judicial workload assessment studies, from the beginning of his tenure with the NCSC, including workload assessment studies in West Virginia. He has also participated in many judicial, clerical, and probation officer workload assessments. Mr. Douglas has also audited the work processes of the City of Aurora, Colorado Municipal Court; the Colorado Eighteenth Judicial District; the Arapahoe County, Colorado Jail; the Denver County Drug Court; the Colorado State Court of Appeals; the Galveston, Texas Municipal Court; the Collin County, Texas Clerk's Office; the Salt Lake City Municipal Court; and the Colorado State Supreme Court. Other projects on which Mr. Douglas has worked include Denver Juvenile Justice Integrated Treatment Network; Philadelphia Court Reporters Project; Knox County Juvenile Court Project; Iowa Alternative Dispute Resolution Analysis; Eugene, Oregon Municipal Court Assessment; Mecklenburg County, North Carolina Fines and Fees Assessment; Atlanta City Court Management Review; Delaware Court of Common Pleas Work Process Review; and the North Dakota Staffing Standards Project.

**Mandy S. Allen** is a Court Management Consultant with the National Center for State Courts. Prior to working with NCSC, Mandy worked for the Colorado Judicial Branch for 23 years; first as Jury Commissioner for a six-county judicial district, and then as Clerk of Court for 19 years. While working for the courts, she served on committees including the Colorado Supreme Court Civil Rules Committee, ITS Standing Committee, Clerks' Legislative Committee and the Clerks' Advisory Committee. Ms. Allen also served as mentor clerk to several Clerks of Court in Colorado. Before working with the Colorado Judicial Branch, Ms. Allen served as IV-D Administrator for Montrose County, Colorado and as Court Clerk/Probation Officer for the Montrose Municipal Court. Mandy has a Bachelor of Arts degree in Criminal Justice.

**David Sayles** is a Senior Court Consultant at the National Center for State Courts in the Consulting Services division. Mr. Sayles is a graduate of the University of Colorado, Boulder, and holds a Bachelor's degree in Environmental Design and Planning. At the NCSC, he has 15 years of experience assessing court facility needs and assisting in the delivery of court planning projects. Additionally, over the past 15 years, Mr. Sayles has worked on a variety of court process and governance projects including: information technology strategic planning, state level judicial and staffing workload assessments, case management functional requirements, and case flow management studies throughout the country.

As a planning analyst, David specializes in the statistical and data analysis of court workloads and court systems. He assists the court in projecting their future needs by summarizing statistical findings. The information David collects and summarizes is used to determine space needs and operational requirements in the court system. Mr. Sayles routinely has served the role of project manager to maintain project and deliverable schedules, coordinate and conduct user group interviews, meetings, and presentations, facilitate client and user communication and feedback, and manage internal project staff coordination.

**Additional Workload Team Staff:**

**Erica J. Boyce**, Ph.D., is a Senior Court Research Associate at the National Center for State Courts. She holds a Ph.D. in sociology from the University at Buffalo and a master's degree in criminal justice from the University of Colorado at Denver. She has served as the principal investigator for several applied research studies and program evaluations in the criminal justice, substance abuse, and education fields. Dr. Boyce's research interest areas include specialty courts, judicial performance reviews, inmate incarceration experiences, and disproportionality in student discipline. She has taught several research methods courses as an adjunct professor at both the University at Buffalo and Hilbert College. Dr. Boyce is trained in both quantitative and qualitative research methodologies including quasi-experimental designs, surveys, in-depth interviews, and focus group facilitation. Analytic techniques include regression, hierarchical linear modeling, and thematic analysis. Current projects include the Illinois Judicial Performance Evaluation, Judicial Workload Assessments, Remote Jury Selection, and a Rapid Response Pilot Project designed to reduce fraud and misuse of funds by dishonest conservators.

**Cynthia G. Lee** is a Senior Court Research Associate at the National Center for State Courts (NCSC) specializing in program evaluation and workload assessment. Ms. Lee currently serves as director of research for a multi-method evaluation of the Nebraska Parenting Act and as project staff for a multi-site evaluation of holistic defense practices. She recently served as

project director for the West Virginia Magistrate Court Workload Assessment. Her other completed projects include an evaluation of the Red Hook Community Justice Center in New York City, evaluations of civil procedure reforms in New Hampshire and Utah, a statewide evaluation of Virginia's adult felony drug courts, weighted caseload studies for judges, prosecutors, and public defenders in a number of states, and an analysis of the legal issues surrounding administrative responses to probation violations. Ms. Lee holds a J.D. from the William & Mary Law School, where she was a member of the William & Mary Law Review and the Order of the Coif, and an M.P.P. from the Thomas Jefferson Program in Public Policy at the College of William & Mary.

**Erika Bailey**, M.A., is a Court Research Analyst with the National Center for State Courts in Williamsburg, Virginia. Through data collection, cleaning, and analysis, she has contributed to research projects in several areas, including judicial workload studies, drug court evaluations, research on mindfulness in court professionals, and jury research for the Center for Jury Studies. She received a B.A. in English and French from the College of William and Mary and an M.A. in psychology from Wake Forest University, with an emphasis on using network science techniques to predict cognitive behavioral outcomes from fMRI data. In addition to her experience conducting social science research, she also has a background in historical interpretation with the Colonial Williamsburg Foundation.

**Allison Trocheset**, Ph.D., is a Court Research Associate in the Research Division at the National Center for State Courts (NCSC). Since joining the NCSC in 2019, her projects have focused on problem solving courts, juries, effective criminal case management, and state court organization. She earned her Ph.D. in Political Science & International Affairs from the University of Georgia where her dissertation research analyzed judicial decision making in state courts of last resort. Her major field of study was Law & Courts with a minor in American Politics. Before attending graduate school, Dr. Trocheset worked as a Federal Background Investigator and volunteered as a Court Appointed Special Advocate (C.A.S.A.) in Tennessee. She completed her B.A. in Political Science at Stetson University in Deland, FL. While completing a semester in Washington, D.C., Dr. Trocheset interned for a legal clinic that specializes in landlord-tenant disputes.

## PROJECT TIMELINE

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The NCSC anticipates a twelve-month project period, with the following schedule:

Task	Estimated Timeframe/Completion Date
1.1 Project Planning & Formation of Advisory Committee	March 2023
1.2 Kickoff Meeting(s)	April 2023
2. Launch Sufficiency of Time Survey	May 2023
3. Conduct Focus Groups	June 2023
4. Second Advisory Committee Meeting(s)	July 2023
5.1 & 5.2 Design Data Collection & Provide Training	August 2023
5.3 Conduct Time Study	September – November 2023
6. Data Analysis – Time Study & Survey Data	December 2023 – January 2024
7. Quality Adjustment Process	February 2024
8. Final Advisory Committee Meeting	March 2023
9.1 Draft Report	March 2024
9.2 Final Report	April 2024

## BUDGET

The total cost of the project will be a firm fixed price of \$210,519. If public defenders are included in the study, the cost of the project increases to \$245,877. Successfully completing this study in the timeline reflected will require the ability to adhere to the timeline above and the timely provision of case filing data for the case types identified by the Advisory Committee.

The NCSC uses labor categories and labor rates, and this cost includes professional and administrative time and indirect costs. An example of some of the costs included in the NCSC's indirect cost rates is equipment, supplies, telephone, printing/photocopying, postage, audits, and other items. The indirect costs are based on the approved labor category rate chart used for all contracts.

Task	Cost	Cost w/PD
1. Project Planning, Formation of Advisory Committee & Initial Meeting	\$23,285	\$27,450
2. Sufficiency of Time Survey & Analysis	\$8,337	\$9,873
3. Conduct Focus Groups	\$16,090	\$23,352
4. Second Advisory Committee Meeting(s)	\$14,032	\$14,032
5. Time Study Design, Training, and Data Collection	\$45,399	\$52,583
6. Data Analysis – Time Study	\$32,171	\$39,144
7. Quality Adjustment Process	\$13,906	\$18,383
8. Final Advisory Committee Meeting	\$23,395	\$27,156
9.1 Draft Report	\$28,049	\$28,049
9.2 Final Report	\$5,855	\$5,855
<b>Total Estimate</b>	<b>\$210,519</b>	<b>\$245,877</b>



*A nonprofit organization improving justice through leadership and service to courts.*

Mary Campbell McQueen  
*President*

**Michael Buenger**  
*Executive Vice President*

## **AGREEMENT**

THIS AGREEMENT is made between the Aurora Municipal Court Administration Office (hereinafter referred to as the Court) and the National Center for State Courts (hereinafter referred to as the Center) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **RECITALS**

WHEREAS, the National Center for State Courts is a nonprofit corporation headquartered at 300 Newport Avenue, Williamsburg, Virginia; and

WHEREAS Court desires to engage the Center, as an independent contractor, to provide the services specified herein and the Center desires to accept such engagement and to provide the services on the terms contained herein.

WHEREAS the Court desires to employ the services of the Center to conduct weighted caseload studies for judges, prosecutors, and case management staff.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

- I. ***Term.*** The work under this Agreement shall commence on or before March 1, 2023, and the project shall be completed on or before April 30, 2024, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.
- II. ***Scope of Work.*** The Center shall perform, in a businesslike and professional manner, the services described in Attachment A except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated by reference and made a part hereof.
- III. ***Compensation.***
  - a. For the performance of the services hereunder, the Court shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated by reference and made a part hereof.
  - b. The total fixed price for services and expenses pursuant to the Agreement shall be \$245,877.
  - c. All invoices and statements for services rendered should include the name, address, and federal identification number of the Center and shall be sent to Court as follows:



Candace Atkinson  
Court Administration  
14999 E. Alameda Parkway  
Aurora, CO 80012  
303/739.6444

All checks or warrants in payment of such invoices should be made payable to the National Center for State Courts. All payments should be mailed to:

Accounting Department  
National Center for State Courts  
300 Newport Avenue  
Williamsburg, Virginia 23185-4147  
757/253-2000

- IV. ***Independent Contractor Relationship.*** The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, or to create a relationship of an employer- employee or principal- agent. Any and all employees of the Center while engaged in the performance of any work or service required by the Center under this Agreement shall be considered employees of the Center only and not of the Court. Any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged in any of the work or service to be rendered hereunder shall be the sole obligation and responsibility of the Center.
- V. ***Use of Consultants.*** The Center reserves the right to use outside consultants as deemed necessary by the Center. Such consultants shall have the prerequisite qualifications and experience to perform the obligations and duties of the Center under this Agreement.
- VI. ***Access to Information and Facilities.*** The Court, recognizing that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of the obligations of the Center in the discharge of its duties under this Agreement, shall assist, or otherwise aid the Center in the procurement of such data or information and/or access to such personnel and facilities as necessary for the Center to perform its duties under the terms and conditions of this Agreement.
- VII. ***Confidentiality of Data.*** The Center will ensure that any information, including but not limited to child support, employment, public assistance, wage and tax information obtained through this Agreement will remain confidential and be used only for the purposes authorized under this Agreement. The Center is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, any child support, employment, public assistance, or wage and tax information, (including information with all personal identifiers removed and including statistical tabulations or research results, which reveal information that can be associated with an identifiable individual) to any third party, including vendors or subcontractors, regardless of the purpose, without the prior written approval of the Court unless otherwise authorized by statute or required by a court of competent jurisdiction.

- VIII. ***Release of Information.*** All media releases, public announcements, or public disclosures relating to the work produced pursuant to this Agreement shall be coordinated with and approved by Court prior to any release.
- IX. ***Copyrights.*** The Center retains all rights, title and interest in and to all data, report materials, inventions, techniques, methodologies, reports, copyrights, artwork, illustrations, and other original materials. Where the performance of this Agreement results in a book, report, or other copyrightable material, the Center is free to copyright the work, but the Court is granted a royalty-free, nonexclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use, the work for any governmental or public purpose.
- X. ***Modification.*** No modifications, amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost, or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), unless the same are in writing and signed by the parties hereto.
- A. Changes in work**  
The Center shall make no change in services unless pursuant to a written request from (Court) authorizing the Center to proceed with the change.
- B. Notification by NCSC of work involving extra cost.**  
If the Center believes that any changes or instructions proposed by Court involve extra work, extra cost, or an extension of time that was not contemplated by the parties, the Center shall so notify Court in writing within five days after such discovery. The Center shall not proceed to execute such work until making this notification.
- C. Extra work defined.**  
For purposes of this contract, extra work shall mean work the performance of which is found necessary for proper completion of the project, but which is not covered by any item in the bid schedule and the proposal and for which no means of payment, direct or indirect, has been provided in the contract, and for which special remuneration, by an equitable price adjustment or by other consideration, to be negotiated by the parties, shall be paid to the Center.

**D. Itemized proposal required.**

Court shall, before requesting the Center to proceed with desired changes, request an itemized proposal from the Center covering the work involved in the change. If the proposal is acceptable, the Center will prepare a change order setting forth the contract modifications and cost impact for acceptance by Court. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)

- XI. ***Acceptance Procedure.*** The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The Court shall have a maximum of twenty (20) working days from the delivery of required deliverables and from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such deliveries. If the Court believes the deliverables or the completed project does not conform to the requirements of the Agreement, it shall notify the Center in writing thereof, within the above-mentioned twenty (20) days, and shall indicate with particularity in what manner the deliverables or the project fail to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.
- XII. ***Contingencies.*** In the event that, due to any unforeseeable circumstances beyond the reasonable control of, and without the fault or negligence of the Center, including without limitation, acts of God, pandemic or epidemic, war, national emergency, terrorism and/or responses thereto, government regulations, strikes and civil disorder, the Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the Court shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion.
- XIII. ***Termination by the Court.*** The Court may terminate this Agreement at any time for failure of the Center to comply with any material terms or conditions of this Agreement except as provided in Section XII. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Center shall have those thirty (30) days within which to remedy such deficiencies. In any event, the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination and the Center shall deliver all completed work products to Court.
- XIV. ***Termination by the Center.*** The Center may terminate this Agreement at any time for failure of the Court to comply with any material terms or conditions of this Agreement. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Court shall have those thirty (30) days within which to remedy such deficiencies. Upon any such termination the Center shall deliver all completed work products to Court, and the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination.

- XV. ***Covenant Against Contingent Fees.*** The Center certifies that it has not employed or retained any company or person other than bona fide employees working for the Center to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Center any fee, commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award which serves as the basis for this Agreement. For breach or violation of this warranty, the Court shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- XVI. ***Governing Law.*** The laws of the State of Colorado, County of Arapahoe, Colorado, shall govern the validity, construction, interpretation, and effect of this Agreement without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction.
- XVII. ***Entire Agreement.*** This Agreement, including any Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in the Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, that may have been made with respect to the subject matter hereof.
- XVIII. ***Waivers and Remedies.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law. Anything contained herein to the contrary notwithstanding, in no event shall the Center be liable hereunder for any special, incidental or consequential damages.
- XIX. ***Notices.*** The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for notification and communication as may be required. All notices required by this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted to the designated parties listed below:

(a) Representing the Court:

Candace Atkinson  
Court Administrator  
Court Administration  
14999 E. Alameda Parkway  
Aurora, CO 80012  
303/739.6444

(b) Representing the Center:

Michael Buenger  
Executive Vice President  
Court Consulting Services  
300 Newport Avenue  
Williamsburg, Virginia 23185-4147  
303/293-3063

XX. ***Maintenance, Access and Examination of Records.*** The Center will, as it relates to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements and other information as may be reasonably requested by Court and (b) give Court reasonable opportunity to examine and verify the Center's books, records and accounts. The Center agrees to maintain records with respect to this Agreement until the expiration of three (3) years after final payment under this contract or until resolution of any unresolved audit questions and Court shall have reasonable access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this contract. The Center agrees to maintain books, records, documents, under generally accepted accounting principles, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for performance of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

XXI. ***Insurance.*** The Center represents and warrants that it is now maintaining with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate professional liability coverage (errors and omissions insurance); (iv) adequate comprehensive automobile liability insurance for owned, hired and non-owned vehicles used in the performance of its work; (v) adequate insurance under all applicable worker's compensation laws. The Center will furnish such certificates with respect to its insurance as the Court from time to time may reasonably require.

XXII. ***Nondiscrimination and Equal Employment Opportunity.*** During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, physical or mental disability, or national origin. Further, the Center hereby certifies that it is an equal opportunity employer and shall comply with all state and federal laws prohibiting

discrimination.

XXIII. ***Licenses and Permits.*** The Center shall maintain all licenses, permits, and certifications required by federal, state, or local authority for carrying out this Agreement.

XXIV. ***Compliance with Law.*** The Center shall comply with all applicable federal, state and local laws and regulations which may be imposed or levied upon the subject matter of this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

XXV. ***Prohibition Against Assignment.*** Notwithstanding any other provision of this Agreement, the Center warrants that it shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising hereunder, to any party or parties, bank, trust company, or other financing institution.

XXVI. ***Severability.*** All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

XXVII. ***Survival.*** Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, covenants, terms and provisions contained herein shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement whether by expiration of time, operation of law or otherwise.

**IN WITNESS WHEREOF**, the persons signing below certify that they are duly authorized to sign for, and on behalf of, their respective Party and do hereby execute this Agreement.

<b>NATIONAL CENTER FOR STATE COURTS</b>	<b>AURORA MUNICIPAL COURT ADMINISTRATION OFFICE</b>
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By _____	By _____
Title _____	Title _____
Date _____	Date _____

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **PROJECT GOALS AND TASK SUMMARY**

##### **A. Project Goals**

The NCSC proposes an incremental workload assessment strategy that consists of the following goals:

- Using an Advisory Committee(s) to examine, interpret, and reconcile the information and results emerging from data collection and analyses.
- Conducting work time studies as a basis for determining Municipal Court staffing needs for judges, prosecutors, and case management staff.
- Developing and applying workload assessment models for each of the study groups drawing upon separate time studies, surveys, focus groups, and a qualitative decision-making methodology to produce a final set of workload standards.

To meet these goals, the NCSC, in close collaboration with the Court Administrator's Office, proposes a straightforward process that will:

- Make use of existing data sources currently in place.
- Minimize the impact on study participants.
- Produce a measure of judicial officer, prosecutor, and case management staff workload that is clear, grounded in current practice and respondents' experiences, and will be easy to update.
- Include the participation of all judicial officers, prosecutors, and case management staff.
- Lead to support and "ownership" by the Court Administrator's Office, City Council, study participants, and other important stakeholders.

##### **B. Project Summary**

The proposed project includes the following overall steps:

1. Constitute one or more Advisory Committee(s) to provide guidance and oversight to the NCSC consultants during the life of this project. The Advisory Committee(s) will advise and comment on the general study design, the identification of case type and activity categories on which data will be collected (e.g., ordinances, traffic cases, motor vehicle theft; pre-trial work, jury trials, etc.), as well as other details of the study. Advisory Committee members will also be asked to participate in a mid-project and final meeting to review data from the time study of current practice. The Court Administrator's Office will also be asked to provide three years' worth of case filing data for each of the case types selected, as well as a census of all participants, including their name, job title, and email addresses.
2. Conduct sufficiency of time surveys with the three study groups to obtain perceptions about employees' workload and working conditions, including

whether there is sufficient time to complete all of their job duties, and levels of stress employees are feeling.

3. Conduct focus groups. The number of focus groups will be determined by the Advisory Committee, but at least one focus group will be held with each of the three study groups.
4. At the second meeting of the Advisory Committee(s), review the sufficiency of time survey results and focus group findings, and determine whether additional data items need to be added to the worktime studies.
5. Develop time study materials, training materials, conduct time studies, and compute a set of preliminary case weights that are representative of the way that cases are currently being processed, across all three study groups.
6. Conduct quality adjustment sessions by convening Delphi groups to provide a qualitative assessment of the time study results with reference to recent changes in legislation and to established (and aspirational) court practices, policies, and procedures.
7. At the final meeting of the Advisory Committee, review all data sources, including the quality adjustment sessions, and recommend a set of final workload standards. The final workload standards must:
  - a. Be firmly based in the reality of the court so that the workload standards build on the average amount of time that judges, prosecutors, and case management staff currently spend processing all cases of a particular type.
  - b. Allow sufficient time for equitable and quality case processing.
  - c. Consider the time all study groups are required to apply to overall court management and quality performance, not just the time they are currently spending on cases.
  - d. Be credible to outside observers as well as to court employees. Grounding the standards in current practice and expert opinion about how long cases should take provides a strong base of credibility.
8. Produce a final report, that will include a description of the methodology, qualitative and quantitative data results, and staffing needs models for the three study groups.

In summary, the standards will be based on current practice, with adjustments for how work should be conducted to provide an optimal level of quality service to the citizens of Aurora; and when applied to caseload information, provide a means to assess the efficient and equitable allocation of judicial officer, prosecutor, and case management staff resources in the Municipal Court. All tasks are discussed in detail in the next section.<sup>1</sup>

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<sup>1</sup> In 2020 and 2021, case filings may not be representative of future trends, given the impact of the COVID-19 pandemic. The Court Administrator's Office, NCSC, and the Advisory Committee will discuss appropriate options for new case filing figures. This could include using a three-year average, forecasting new filing numbers, or some other option.



## DETAILED TASKS AND RESPONSIBILITIES

### Task 1 – Project Preparation and Planning

#### *1.1 Formation of Advisory Committee and Identification of Project Liaison*

The NCSC will request that one person from the Court Administrator's be assigned as a liaison to the workload assessment studies. This person will be the key staff person with whom the NCSC will communicate throughout the project. The NCSC also requests that one or more Advisory Committee(s) be formed to provide project oversight and guidance as well as to review both project plans and materials. The size and composition of the Advisory Committee(s) will be determined by the City of Aurora, Aurora Municipal Court, with an eye toward knowledge of day-to-day line-level judicial officer, prosecutor, and case management staff work and representation of all case types handled. The Court Administrator's Office will be responsible for arranging and coordinating the participation of all Advisory Committee members. It is anticipated that the first and last Advisory Committee meetings will be held in person, while the second meeting will be held remotely.

#### *1.2 Initial Planning Meeting*

NCSC project staff will meet with the Court Administrator's staff to discuss creation of the Advisory Committee(s) and general project plan soon after securing a contract. After determining meeting dates, NCSC staff will meet with the Advisory Committee(s) in person within the first two months of having received a contract to review the overall study design and discuss specific aspects of that design, including:

- Case types for which workload standards are sought,
- Judicial Officer, prosecutor, and court management staff day and year value, which will be used to develop needs models,
- Specific elements of the time study, including:
  - The scope of data to be collected,
  - The participants in the time study,
  - The data collection timeline and timeframe, anticipated to be twelve weeks,
  - Work time study training schedule,
  - Rules regarding multi-tasking,
  - Future Advisory Committee meeting dates, and
  - Review of questions and set timeframe for conducting the focus groups.

The collection and delivery of several key pieces of information to NCSC project staff by the Court Administrator's staff is critical to the initial phases of the project. First, an essential component in every workload study is the compilation of a set of accurate and reliable counts of the number of cases that are filed for a three-year period by case type category. Second, the Court Administrator's staff will need to provide an accurate census of the number of full-time equivalent (FTE) judicial officers, prosecutors, and case management staff, including names, email addresses and FTE status (e.g., 50%, 100%). After the initial meeting with the Advisory Committee(s), NCSC will develop a "Decisions Document" that will include the agreements made during that meeting. This document will be provided to the project liaison for dissemination to members of the Advisory Committee(s), and this document will serve as the roadmap for conducting the study.

## **Task 2 – Sufficiency of Time Survey**

To ensure the most efficient use of time, the project will begin with a Sufficiency of Time study, designed to measure worktime study participants' opinions on whether they have sufficient time to reasonably complete all their responsibilities within current resource levels. The purpose of this component of the workload assessment strategy is to identify where the preliminary case weights may need to be modified to account for those areas where additional time is required to enhance the quality of the justice that is being delivered. Generally, there are three parts to this assessment: (1) whether respondents need more or less time in the various phases of case processing to complete the work; (2) whether there is sufficient time available for respondents to perform the non-case-related aspects of case processing; and (3) the perceived levels of job-related stress participants experience on a regular basis. The data will be analyzed and presented to the Advisory Committee(s) following the conduct of focus groups (Task 3).

## **Task 3: Focus Groups**

To obtain additional qualitative data that will augment the Sufficiency of Time survey results, the NCSC will conduct focus group sessions with select judicial officer, prosecutor, and case management staff participants to gain a fuller understanding about the use of their time. The Advisory Committee(s) will decide whether participants are volunteers or whether they should be selected by specific individuals. The NCSC project team will conduct the focus groups over Zoom, thus allowing participants to engage in this process without the need for travel. The NCSC will work with the Advisory Committee(s) to determine the number of focus groups to be held, and the best times at which to schedule the focus groups.

Focus groups will include a brief review of Sufficiency of Time Survey findings from the work time study and questions regarding barriers from getting work done in a timely and efficient manner:

- 1) In your current work environment, do you feel you have adequate time, without working overtime, to complete your work to your satisfaction?
  - a. If you are not able to get your work done, what gets set aside to address more pressing work?
- 2) Overall, are you satisfied with the way work is currently conducted in your office?
  - a. Please explain further.
- 3) Do you regularly feel stressed as a result of your work?
  - a. What is the source of your stress (e.g., amount of work, deadlines, other?)
- 4) Is the pace at which you currently work sustainable for the long run?
- 5) What do you think is working well, in terms of how your work is conducted?
- 6) Are there processes that could be changed to make your work more efficient?
- 7) Are there obstacles that currently prevent you from conducting your work?
  - a. If so, what are those obstacles?
- 8) What concerns, if any, do you have regarding the upcoming time study?

Additional questions may be posed by the Advisory Committee(s).

- The focus groups will help identify challenges to the effective handling of different types of cases. This information can assist the Advisory Committee(s) in making any adjustments to the time study data, if they feel it is necessary.

#### **Task 4 – Second Advisory Committee Meeting(s)**

The NCSC team will conduct a Zoom meeting with the Advisory Committee(s) to review the preliminary results and Sufficiency of Time Survey and focus group findings. Based on the findings, the Advisory Committee(s) may want to adjust the data to be collected in the time study. This meeting is expected to be brief (not more than two hours), so will be conducted via Zoom.

#### **Task 5 - Time Study**

The NCSC proposes to conduct an event-based time study of workload over the course of a twelve-week period. Based on the NCSC's extensive experience in conducting work time studies, the time study results will provide a reliable and valid snapshot of court-related work activity. Specific responsibilities for the time study tasks include:

##### ***5.1 Design of Data Collection Tools/Preparation of Training Materials***

NCSC project staff will develop paper tracking forms for each study group to track their worktime throughout the day. At any time during the day, study participants can enter their worktime activities into the NCSC's proprietary data entry system. Both tools will include the case types and activities agreed to at the initial Advisory Committee meeting(s).

It is critical that time be recorded comprehensively, accurately, and consistently according to an established set of rules. To that end, project staff will prepare a set of written training materials and will provide webinar-based training sessions, that clearly explain the data collection process for all participants engaged in the study, discussed next.

##### ***5.2 Training and Dissemination of Data Collection Materials***

NCSC project staff will provide training sessions to acquaint participants with the workload concept, the proposed project design, and the data collection requirements, and answer any questions related to the study and its implications. Prior to the training sessions, each time study participant will receive an email from the NCSC automated data entry system including their login credentials to enter time study data, training materials, and a PDF of the time-tracking document that can be used throughout the day to record work activity prior to entering the data into the online data entry system. NCSC trainers will attempt to provide direct training to all study participants.<sup>2</sup> A recorded training session will be created for use by any study participants who cannot participate in a live training session. Written training materials will also be provided and made available to all participants.

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<sup>2</sup> It is not uncommon in workload assessment studies to also train assistants or other court staff who work with judges or other study participants, so they can enter the tracked time into the NCSC online data entry system.

### ***5.3 Data Collection and Support***

The Court Administrator-designated project liaison will be responsible for assisting NCSC project staff in the time study data collection effort. Throughout the data collection process, the project liaison and NCSC staff will be available to answer questions from work time study participants. The types of issues that typically arise include revisions to submitted time, and general questions regarding the reporting and entry of data. Such support is invaluable as it ensures reliability in the time study data collection as well as its timely completion.

NCSC consultants will provide a weekly worktime study participation report. The project liaison can use this report to encourage participation if rates are lower than expected. The NCSC has found that this strategy has proven successful in improving participation rates, which is critical to the success of the study.

## **Task 6 – Data Analysis**

Upon completion of the data collection period and after the database has been cleaned, verified, and compiled, the NCSC staff will analyze the data received during the data collection period. From this information, the analysis will focus on:

- Time required to process each identified case type, including times associated with each activity within each case type, and
- Time required for non-case-related work (e.g., administration, travel, committee attendance, etc.).

Three datasets will be created, one for each study group, and initial case weight and average non-case-related time will be developed for each study group, then shared with the Advisory Committee(s) at the second meeting.

## **Task 7 – Quality Adjustment**

### ***7.1 Formation of Delphi Groups***

The Court Administrator's office and/or the Advisory Committee(s) will select up to two Delphi groups for each study group, each made up of experienced employees from that study group area. The exact number of Delphi groups will be determined based upon the number of case weights included in the workload models. The Court Administrator's Office will assist in coordinating and ensuring the Delphi groups' participation in the quality adjustment sessions.

### ***7.2. Quality Adjustment Sessions***

NCSC staff will facilitate quality adjustment sessions for each Delphi group. NCSC will provide the Delphi groups with reference materials, including the preliminary case weights, the results of the Sufficiency of time Survey results, and the focus group findings. Using an iterative and consensus-based process, the Delphi groups will engage in a structured review of the preliminary case weights and recommend any necessary adjustments based on any recent statutory changes, proven effective and efficient procedures and practices, and real-world experience. The purpose of the adjustments will be to ensure that the final case weights incorporate sufficient time for

the efficient and effective performance of all judicial duties in each case. Delphi groups will be held remotely.

#### **Task 8 – Final Meeting of the Advisory Committee(s)**

The Advisory Committee(s) will reconvene, in person, for a final meeting to examine and reconcile results from all phases of the study including results from the time studies. The goal of this meeting will be to reach consensus on a set of final case weights and consensus on the deductions for non-case-related time and travel times.

#### **Task 9 – Final Report**

##### ***9.1 Draft Report***

NCSC project staff will draft a preliminary report that includes the project methodology, the results of the weighted caseload study – including the needs assessment models - and an executive summary. The Court Administrator will be responsible for coordinating the review process with the Advisory Committee(s) and other stakeholders.

##### ***9.2 Final Report***

Following the final review of the draft report, NCSC project staff will incorporate any corrections, comments, and suggestions, as appropriate, and finalize the report. NCSC will submit bound copies, if desired, in a number to be determined in consultation with the Court Administrator.

**ATTACHMENT B**  
**(Attached to and forming part of Agreement)**

**COMPENSATION**

The total fixed price for services and expenses pursuant to the Agreement shall be \$245,877.  
The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

The services rendered by the Center pursuant to this Agreement shall be payable on a quarterly basis as follows:

March 31, 2023,	\$24,589
June 30, 2023,	\$49,175
September 30, 2023,	\$49,175
December 31, 2023,	\$49,175
March 31, 2024,	\$49,175
April 30, 2024,	\$24,588

**ATTACHMENT C**

**CHANGE ORDER**

**MODIFICATION OF CONTRACT**

1. Effective Date	2. Requisition/Purchase Req. No. (if applicable)	3. Project No. (if applicable)
4. Issued by		
5. Name and Address of public body		6. Amendment of Contract dated
7. Description of Amendment/Modification and Associated Costs		
7a. Reason for modification		
7b. Total contract price increased by \$_____		
7c. Total contract price decreased by \$_____		
7d. Total contract price unchanged $\Delta$ (check)		
8. Name and Title of Signer for _____		9. Date Signed
10.  _____ (Signature of person authorized to sign) (for National Center for State Courts)		11. Date Signed



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> Aurora Municipal Court Workload Study Proposal
<b>Item Initiator:</b> Candace Atkinson, Court Administrator
<b>Staff Source/Legal Source:</b> Candace Atkinson, Court Administrator
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 1.5--Maintain an unbiased, independent municipal court

### 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:** 3/6/2023

**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.)

In order for the Court Case load study to be completed in a timely manner a delay is not advantageous to the Courts.

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.

\_\_\_\_\_  
Agenda Item Initiator Name



\_\_\_\_\_  
Late Submission Approver Name (Council Appointee or DCM)

\_\_\_\_\_  
Agenda Item Initiator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Late Submission Approver Signature

\_\_\_\_\_  
Date





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to Reappoint One (1) Member to the Election Commission
<b>Item Initiator:</b> Scott Irvin, Election Commission Chair
<b>Staff Source/Legal Source:</b> Kadee Rodriguez, City Clerk/Dave Lathers, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

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

- 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<br>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

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

The Election Commission is a nonpartisan commission that discusses and makes recommendations regarding ward boundaries and other topics related to municipal elections, as requested from City Council. The Commission establishes precincts and appoints election judges, when applicable, as provided by the Colorado Municipal Election Law. In the case of a tie vote on the election for any city office or ballot issue, the Commission determines by lot the person or persons who shall be elected or the outcome of the ballot question.

The Election Commission consists of five (5) members appointed by the Aurora City Council. The term length is four (4) years and members may serve up to two (2) terms.

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

The Election Commission currently has one (1) vacancy. The Commission received 2 applications and interviews were conducted on January 18, 2023.

Among the applicants were:

William McCartin

Mohammad Faisal

Upon conducting interviews, the Election Commission respectfully recommends the reappointment of the following candidate:

William McCartin – 2nd term beginning on 1/1/2023 and ending on 12/31/2026

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## 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.)*

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

---

## **QUESTIONS FOR COUNCIL**

Does the City Council wish to reappoint William McCartin to the Election Commission?

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## **LEGAL COMMENTS**

The Election Commission consists of 5 members appointed by City Council to staggered four year terms. The members of the Election Commission shall be registered electors of the City. They shall not currently hold any elective office, be employed by the City, or be candidates for elective office. (Article 2-2 of the City Charter)(Lathers)



## MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Scott Irvin, Chair, Aurora Election Commission

THROUGH: Tristen Sheptock, City Clerk Analyst

DATE: January 24, 2023

SUBJECT: Reappointment to the Aurora Election Commission

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**Board or Commission:** Aurora Election Commission  
**Number of Vacancies:** One

### Interview Information

**Date of Interviews:** January 18, 2023

**Names of Applicants:** William McCartin, Mohammad Faisal

**Applicants Interviewed:** William McCartin, Mohammad Faisal

### Recommendation

**Suggested Reappointment:** William McCartin

**Summary:** The Aurora Election Commission unanimously supports William “Bill” McCartin for reappointment as a commissioner. All members of the Commission have been able to work with Bill and are familiar with his dedication to the City of Aurora and the passion for fair elections. Mr. McCartin upholds the values of nonpartisanship and is always willing to discuss and work with any member of the commission regardless of any affiliation. As Chair of the Aurora Election Commission, I personally would feel out of place without Bill on our team; he has served with me as Vice Chair with excellence, and it would be difficult to replace the same level of expertise. Mr. McCartin serves with integrity and brings a thoughtful balance to the many perspectives of ambiguity and points of view that come into question before our sessions. He does not make decisions carelessly but rather demonstrates a thorough analysis to each item that

is discussed. He demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission.

**The Aurora Election Commission wholeheartedly supports the reappointment of William McCartin as a Member on the Aurora Election Commission.**

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

09/12/2021 Ward: 6 County: Arapahoe

**Name**

faisal, mohammad

**Board Name**

Election Commission

**Position**

Ward 6

**Email**

[REDACTED]

**Address**

[REDACTED]

**Resume**

[Mohammad Mahbub Ali Faisal Resume.pdf](#)

**PERSONAL INFORMATION**

**Date of Birth**

[REDACTED]

**Home Phone Number**

[REDACTED]

**Work Phone Number**

[REDACTED]

**How long have you lived in Aurora?**

6 mnths

**Are you registered to vote?**

Yes

**EDUCATION**

*Tristen Sheptock*

**Years of Education Completed**

1998

**Degree(s) Received**

Masters of Business

**College(s) Attended**

National University of Bangladesh

**EMPLOYMENT****Employer Name**

No

**Employer Address**

No

**Current Position**

No

**Years with Current Employer**

No

**Work Experience**

Emirates airlines and Turkish airlines. VSPC worker in Arapahoe county

**Certification(s)**

Public speaking for Leadership from African Leadership Group (ALG).

**COMMUNITY INVOLVEMENT AND PERSONAL INTERESTS****How are you involved in your community?**

I am executive member of Bangladesh Association of Colorado and vice chair of Colorado Bangladesh Chambers of Commerce. Advocacy member of Cross colorado disability coalition (CCDC)

**List your interests and activities.**

Social.Cultural and Charity

**Do you presently serve in any other appointed position on a board, commission or committee?**

No

**If yes, enter the board name and position**

no

**Are you currently a member and seeking reappointment on the board you are applying for?**

No

**Why do you desire this appointment?**

Back in my country I was involved with national and local election process and also involved with City of Centennial election commission appointed for 3 years terms, but recently I moved to Aurora city.

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

10 hrs

**CONFLICT OF INTEREST**

**Do you have any conflicts of interest that should be disclosed?**

No

**If yes, please explain**

no



## REFERENCES

### Reference 1: Full Name, Phone Number and Address

P K kaiser [REDACTED]

### Reference 2: Full Name, Phone Number and Address

Ruby Dickson [REDACTED]

### Reference 3: Full Name, Phone Number and Address

Jessica Campbell Swsanson [REDACTED]

### How did you hear about us?

News Aurora (water bill newsletter)

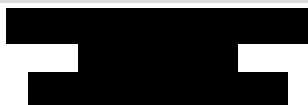
Date Received: 12/01/2022

Registered Voter & Resident of Aurora

09/12/2021 Ward: 6 County: Arapahoe

*Tristen Sheptock*

# MOHAMMAD MAHBUB ALI FAISAL



## SUMMARY

**CAREER OBJECTIVES:** Ready to accept any kind of challenges on the way to be a good executive in this highly competitive job market with a blend of hard working spirit. Dynamic sales executive, leader and consultant with 15+ years of combined experience boosting revenues, growing market share and expanding territories for a wide range of organizations. Skilled in building top-performing sales forces via development and rollout of comprehensive training programs, providing staff with the knowledge, resources, strategies and motivation to surpass objectives. Accomplished in the cultivation of productive relationships that result in new business, top brand loyalty and enhancements in competitive performance.

## SKILLS

- Client relationship management
- Revenue generation strategies
- Team development
- Sales Forecasting
- Sales development

## EXPERIENCE

### TURKISH AIRLINES

#### Senior Sales

09/2012 to 09/2014

- Core Responsibilities: Customer Handling (Reservation, booking modify, revalidation re-issuing ticket).
- Calculate Fare and offer as customer needs.
- Issuing interline and online tickets.
- Service provided to First /Business class and Gold members.
- Action to the mailbox.
- Reply all emails.
- To assist corporate sales executive for smooth service to corporate To Check every operational and update news and keep track of the action.
- Prepare and send invitations to trade partners for any sales related event/briefing.
- Maintain the records of deportees on a daily basis.
- Apply for a commercial visa other than EKH related.
- Assist the pricing officer in his daily job by applying GYM for any group movement and reply to pricing inquiries.
- Monitoring revenue contribution of low performing travel agents and do telesales call to have incremental revenue.
- Distribution of circulars to trade partners with coordination with the sales team.
- To assist corporate sales executives for smooth service to corporate.
- Prepare and send invitations to trade partners for any sales related event/briefing.
- Drafting of Monthly Sales Report to Sales Manager.
- Taking meeting minutes for the sales meeting.
- Other miscellaneous reports as & when required.
- Liaise with corporate advertisement farms for marketing development.

### EMIRATES

#### Services Agent

01/2005 to 08/2012

## EDUCATION AND TRAINING

#### MASTERS: MANAGEMENT

01/1998

National University of Bangladesh

#### BBA

01/1994

Tejgaon College, Bangladesh, Bangladesh

#### GED

01/1992

Dhaka City College, Bangladesh, Bangladesh

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**PERSONAL INFORMATION**

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Date of Birth: April 02, 1973,

Interest: Traveling and reading is my most favorite hobby. A connoisseur of Sports and Music. Watching international and local news is also a favorite way to spend leisure.

Love to engage with Community activities like charity, cultural or political activities.

---

**REFERENCES**

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REFERENCES: 1. Quazi Begum Pharmacist ( Kaiser Permanente ) (303) 929-4880 (cell)

2. Abdulla Zubair (Founder & CEO) (571) 277 3576 (Cell)

---

**LANGUAGES**

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Fluent in both Bengali and English in writing, reading and speaking.

Hindi And Urdu Can Understand and Speaking.

**Election Commission**  
**Applicant Package - Ward 6**

Election Commission - Ward 6

**Term:**01 Jan 2023 - 31 Dec 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- McCartin, William

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

06/18/2008 Ward: 6 County: Arapahoe

*Tristen Sheptock*

**Name :**McCartin, William

**Address :** [REDACTED]

**Email** [REDACTED]

**Board Name :**Election Commission

**Date of Birth :** [REDACTED]

**Home Phone Number** [REDACTED]

**Work Phone Number :**NA

**How long have you lived in Aurora? :**14 years

**Are you registered to vote? :**

Yes

**Years of Education Completed :**12+

**Degree(s) Received :**na

**College(s) Attended :**Aims College

**Employer Name :**Retired

**Employer Address :**na

**Current Position :**na

**Years with Current Employer :**na

**Work Experience :**na

**Certification(s) :**na

**How are you involved in your community? :**

Member of Aurora Election Commission, Member of Arapahoe Redistricting Commission, Former member of Aurora Youth Commission

**List your interests and activities. :**History, Politics, Trains

**Do you presently serve in any other appointed position on a board, commission or committee? :**

Yes

**If yes, enter the board name and position :**

Aurora Elections Vice Chair Arapahoe Redistricting Commission

**Are you currently a member and seeking reappointment on the board you are applying for? :**

Yes

**Why do you desire this appointment? :**

I believe there is still work to be done and my knowledge and experience would be useful to the Selection Commission

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

10 Hrs

**Do you have any conflicts of interest that should be disclosed? :**

No

**If yes, please explain :**na

**Reference 1: Full Name, Phone Number and Address :**

Francoise Bergan [REDACTED]

**Reference 2: Full Name, Phone Number and Address :**

Joe D'Agosta [REDACTED]

**Reference 3: Full Name, Phone Number and Address :**

Lori Gimelshteyn [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 :**

William Lee McCartin

**Time of Submission :**12/01/22 2:57:33 PM

**Attachments:**

- Election Commission.pdf

Accomplishments on Election Commission  
Worked on Campaign Finance  
Accomplished Ward Realignment



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to Reappoint One (1) Member to the Career Service Commission
<b>Item Initiator:</b> Ted Baird, Chair, Career Service Commission
<b>Staff Source/Legal Source:</b> Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

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

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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



☐ 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 Career Service Commission is to hear and determine appeals made by an aggrieved employee pursuant to the rules and regulations of the Charter and Ordinances of the City.

The Career Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is six (6) years and members may serve up to two (2) terms.

---

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

The Career Service Commission currently has two (2) vacancies. The Commission received one (1) application and the interview was conducted on February 6, 2023. The Career Service Commission **meets on a as needed basis. Garland Osborne's term expired 7/31/2022. The Commission will be** reconvening to hear new cases, and therefore wishes to fill the term that was left vacant in 2022.

Among the applicants were:  
Garland Osborne

Upon conducting interviews, the Career Service Commission respectfully recommends the reappointment of the following candidate:

Garland Osborne – 2nd term beginning 8/1/2022 and ending on 7/31/2028

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## 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.)*

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

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## QUESTIONS FOR COUNCIL

Does Council wish to reappoint Garland Osborne to the Career Service Commission?

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**LEGAL COMMENTS**

Article 9-3 of the City Charter establishes a Career Service Commission of five (5) civic-minded registered electors who have been residents of the City for at least one year to serve a six-year term hearing appeals made by aggrieved employees in the administrative service who have been suspended or dismissed. Pursuant to Section 102-31(c), of the City Code their power is the review of disciplinary action. The Commission may affirm, reverse, or modify, though not increase, imposed discipline.



## MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Ted Baird, 2023 Chairperson, Career Service Commission

THROUGH: Tristen Sheptock, City Clerk Analyst

DATE: February 6, 2023

SUBJECT: Re- Appointment to the Career Service Commission

---

**Board or Commission:** Career Service Commission

**Number of Vacancies:** 2

**Summary:**

Garland Osborne's term has expired, and he is requesting to be re-appointed to the Career Service Commission. Mr. Osborne takes his role on the commission very seriously and continues to demonstrate strong values regarding honesty, integrity and accountability and is committed to this commission. He has been diligent in his role in reviewing materials prior to the disciplinary hearings and his observance of witness testimonies. These qualities are a tremendous asset to this Commission. Mr. Osborne's abilities are reflected in his desire for fair and equitable treatment for all employees and his desire to follow the rules in place for disciplinary hearings.

**All three (3) of the current members on the Career Service Commission voted unanimously to support the re-appointment of Garland Osborne to the Career Service Commission.**

**Career Service**  
**Commission Applicant**  
**Package - Ward 5**

Career Service Commission - Ward 5

**Term:** 01 Aug 2023 - 31 Jul 2029

**Positions Available:** 1

**Number of applicants in this package:** 1

- Osborne, Garland

Date Received: 02/02/2023

Registered Voter & Resident of Aurora

10/07/1993 Ward: 5 County: Arapahoe

*Tristen Sheptock*

**Name :**Osborne, Garland

**Address :** [REDACTED]

**Email** [REDACTED]

**Board Name :**Career Service Commission

**Date of Birth :**

[REDACTED]

**Home Phone Number :**

[REDACTED]

**Work Phone Number :**

[REDACTED]

**How long have you lived in Aurora? :**

30 Years

**Are you registered to vote? :**

Yes

**Years of Education Completed :**

11

**Degree(s) Received :**

BA/MA

**College(s) Attended :**

Adams State College, Colorado University, University of Northern Colorado

**Employer Name :**

Denver Public Schools

**Employer Address :**

N/A

**Current Position :**

Retired

**Years with Current Employer :**

Retired

**Work Experience :**

Retired

**Certification(s) :**

Retired

**How are you involved in your community? :**

Church and other Social Activites

**List your interests and activities. :**

Wood Crafts

**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? :**

Yes

**Why do you desire this appointment? :**

Serve the Aurora Community

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

10 Hours

**Do you have any conflicts of interest that should be disclosed? :**

No

**If yes, please explain :**

N/A

**Reference 1: Full Name, Phone Number and Address :**

Ericka Richardson, [REDACTED]

**Reference 2: Full Name, Phone Number and Address :**

Donald Rice, [REDACTED]

**Reference 3: Full Name, Phone Number and Address :**

N/A

**How did you hear about us? :**

Word of Mouth

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

Garland Osborne

**Time of Submission :**02/02/23 8:41:34 AM

**Attachments:**

- Garland Osborne\_02012023\_Reappointment.pdf

Date:

**City of Aurora**  
**APPLICATION FOR APPOINTMENT**  
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

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

Commissioner At Large

Are you currently a member on this Board/Commission and requesting reappointment? ☐**PERSONAL INFORMATION:**

Garland A Osborne

30

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

11

BA/MA

Adams State College, Colorado University, University of Northern Colorado

**EMPLOYMENT:**

Denver Public Schools

Educator

32 years

Retired

;NA

Church and other social activities

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

If yes, what position:

**CONFLICT OF INTEREST:**

DO YOU HAVE ANY CONFLICTS OF INTEREST THAT SHOULD BE DISCLOSED? No

If yes, please explain:

**INTERESTS/ACTIVITIES:****Wood crafts****WHY DO YOU DESIRE THIS APPOINTMENT?****Serve the Aurora Community**

10 hours

**PLEASE GIVE THREE REFERENCES:**

Ericka Richardson

Address:

Donald Rice

Address:

Stephanie Worrell

Address:



I certify that the foregoing information is true and correct.

Garland A Osborne

(Volunteer's name printed)



(Volunteer's signature)

2/1/2023

(Date)



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

**FOR OFFICE USE ONLY:**

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

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



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to Appoint Two (2) Members and Reappoint One (1) Member to the Aurora Immigrant and Refugee Commission

**Item Initiator:** Roberto Venegas, Deputy City Manager

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

**Outside Speaker:** N/A

**Council Goal:** 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

- 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)*

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The Aurora Immigrant & Refugee Commission (AIRC) promotes the integration of the local immigrant and refugee communities into Aurora's civic, economic and cultural life.

The AIRC consists of eleven (11) voting members appointed by the Aurora City Council. The term length is two (2) years and members may serve up to three (3) terms.

---

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

The AIRC currently has three (3) vacancies. The Commission received four (4) applications and interviews were conducted on February 13th, 2023.

Among the applicants were:

Salvador Cruz

Ruthanne Orihuela

Komi Akpolo

Colleen Jennings

Upon conducting interviews, the AIRC respectfully recommends the appointment and reappointment of the following candidates:

Komi Akpolo – 1st term beginning 2/1/2023 and ending on 1/31/2025

Ruthanne Orihuela – 1st term beginning 2/1/2023 and ending on 1/31/2025

Salvador Cruz – 2nd term beginning on 2/1/2023 and ending on 1/31/2025

---

## 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.)*

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

---

## **QUESTIONS FOR COUNCIL**

Does Council wish to appoint Ruthanne Orihuela and Komi Akpolo and reappoint Salvador Cruz to the Aurora Immigrant and Refugee Commission?

---

## **LEGAL COMMENTS**

There shall be a good faith effort made to have the membership of the Aurora Immigrant and Refugee Commission fully represent the diversity of the immigrant and refugee community. The Commission shall consist of 11 members who are residents of the City of Aurora. (Section 2-878 of the City Code) (Lathers)

---

# MEMORANDUM



City of Aurora

Worth Discovering • [auroragov.org](http://auroragov.org)

**TO:** Mayor Coffman & Members of City Council

**THROUGH:** Roberto Venegas, Deputy City Manager

**FROM:** Ricardo Gambetta, Manager Office of International & Immigrants Affairs

**DATE:** February 21, 2023

**SUBJECT:** AIRC Appointment

---

February 21, 2023

Dear Mayor Coffman & Members of City Council,

The Aurora Immigrant and Refugee Commission (AIRC) consists of eleven (11) voting members appointed by the Aurora City Council. AIRC has 3 open positions that need to be filled due to term expiration and resignation of previous members. After a series of outreach efforts by AIRC and OIIA, the City Clerk's office received 4 applications. The AIRC conducted interviews with the applicants on February 13, 2023. The AIRC members were very impressed with the applicants and they would like to recommend appointment and reappointment of 3 applicants for the current openings.

On behalf of the Chair of the Aurora Immigrant and Refugee Commission, we are recommending the City Council approve the following action:

**Appointments and Reappointment of members:**

- 1) **Reappointment of Salvador Cruz** was a previous AIR Commission member and he would like another term to participate and support the immigrant and refugee commission. He has a strong connection with the Salvadoran community and consulate in Aurora.
- 2) **Appointment of Ruthanne Orihuela** would be a great addition to the Commission because of her previous work with English Language Learners at CCD, and her volunteer work with newly arrived migrants in Denver. She lives in Aurora and wants to deepen her connection to supporting immigrants and refugees in this city. She also has experience living in another country and knows what it's like to need support in a different country.
- 3) **Appointment of Komi Akpolo** is an immigrant himself from Togo. Though he has only lived in Aurora for 11 months and doesn't have many community connections yet, he will be

able to connect with any Togo immigrants in the city and with the West African communities in Aurora.

Thank you for your consideration and please let me know if you have any questions or concerns.

**Aurora Immigrant And Refugee Commission**

**Applicant Package - Ward 3**

Aurora Immigrant And Refugee Commission - Ward 3

**Term:**01 Feb 2023 - 31 Jan 2025

**Positions Available:** 2

**Number of applicants in this package:** 1

- Cazun, Salvador

Date Received: 01/03/2023

Registered Voter & Resident of Aurora

12/07/2021 Ward: 3 County: Arapahoe

*Tristen Sheptock*

**Name :**Cazun, Salvador

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :**Aurora Immigrant and Refugee Commission

**Date of Birth :** [REDACTED]

**Home Phone Number :** [REDACTED]

**Work Phone Number :** [REDACTED]

**How long have you lived in Aurora? :**4 years

**Are you registered to vote? :**

Yes

**Years of Education Completed :**All

**Degree(s) Received :**Bachelors Degree (Abroad)

**College(s) Attended :**Abroad

**Employer Name :**Littleton Public Schools

**Employer Address :**5776 S Crocker St, Littleton CO 80120

**Current Position :**Facilities Maintenance

**Years with Current Employer :**6

**Work Experience :**

Law Practice abroad. Volunteer member for more than 5 years in a non-profit "Salvadoreños Residiendo en Colorado, SARCO". Current member of the AIRC. Notary services in Notarios Salvadoreños, LLC.

**Certification(s) :**N/A

**How are you involved in your community? :**

For more than 7 years I have been volunteer and then member of the board of Non-profit SARCO, later then member of the AIRC and more recently, volunteer and Chair of the Sister Cities International of Aurora's Committee for El Salvador.

**List your interests and activities. :**

Volunteering, outdoors, hiking, running, nature, movies, technology.

**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? :**

Yes

**Why do you desire this appointment? :**

I believe in the work that the AIRC does for our Immigrant and Refugee community.



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

An average of 1 or 2 days a week.

**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 :**

Rene Mejia.

**Reference 2: Full Name, Phone Number and Address :**

Jonatahans Ortiz.

**Reference 3: Full Name, Phone Number and Address :**

William Pineda.

**How did you hear about us? :**

Word of Mouth

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

Salvador Cazun

**Time of Submission :01/03/23 12:34:12 PM**

**Attachments:**

- Salvi Resume.pdf

# Salvador Cazun

---



## Personal Information

- [Redacted]
- Place of Birth: El Salvador
- Status in the U.S.: American Citizen
- Title: Lawyer in El Salvador/Human Rights Lawyer.

## Professional Summary

Personable worker and self-motivated team player with strong attention to detail. Maintains a high level of professionalism while providing consistent and quality service.

- Two Years of Internship as a Clerk and Counselor in the Family Court in El Salvador.
- One Year of Paralegal/Lawyer Assistant in a Law Firm in El Salvador.
- One Year as a Private Practice Lawyer in El Salvador.
- Six Years as a Directive and Spokesman of a Non-Profit Organization.
- Current member of the Aurora Immigrant and Refugee Commission.

## Skills

- |                               |                           |
|-------------------------------|---------------------------|
| • Multi-tasking               | • Self-starter            |
| • Strong communication skills | • Fast learner            |
| • Strong interpersonal skills | • Bilingual (ENG/SPA)     |
| • Strong leadership skills    | • Office equipment skills |
- 

## Work History

**Internship**, 02/2010 to 02/2012

**Family Court** – Sonsonate, El Salvador

- Six months as a Clerk.
- Eighteen months as a Counselor.

**Paralegal/Lawyer Assistant**, 03/2013 to 12/2014

**Professional Buffette Law Firm** – Sonsonate, El Salvador

- Manage and keep organized the cases files.
- Proceedings at the Courts, Procecution Office, Public Department of Law, etc.
- Clients Advisor.

**Private Practice Lawyer**, 01/2015 to 04/2016

**Law Private Office & Associates** – Ahuachapan, El Salvador.

- Legal Advisory.
- Represent clients at courts in all law matters.
- Public Notary.

**Secretary and Tresury of a Non-Profit, 10/2016 to 05/2018**

**Salvadoresnos Residiendo en Colorado, SARCO – Aurora, Colorado**

- Keep records of the organization, write letters and annual informs.
- Manage the organization founds.

**Maintenance and Operations, 03/2017 to Current**

**Littleton Public Schools, District #6 – Littleton, Colorado.**

- Maintenance of facilities.
- Minor electrical, plumb and furniture repairs.
- Supervise custodial employees.
- Manage orders for maintenance and cleaning supplies.

**Mayor's Michael B. Hancock Ambassador, 07/2017 to 06/2018**

- Represent the Mayor in City events.
- Organize events for the community.
- Community outreach.

**Vicepresident of a Non-Profit, 06/2018 to Current.**

**Salvadoresnos Residiendo en Colorado, SARCO – Aurora, Colorado**

- Spokeman of the organization.
- Management of the Social Media.
- Management of events.

**Legal Advisory for Salvadoran Matters, 01/2017 to Current**

- Free legal advisory to Salvadorans (Based on Salvadoran Law).
- Ad-Honorem support to the Salvadoran consulate.

**Member of the Aurora Immigrant and Refugee Commission, 09/2020 to Current**

**Aurora Municipal Center – Aurora, Colorado.**

- Spread the word about the programs and benefits for the community.
- Support local businesses.
- Discuss and make decisions to support the immigrant and refugee community.

## **Education**

**High School Diploma: 2004**

**CENTRO ESCOLAR INSA - Santa Ana, El Salvador**

**Bachelor of Science and Humanities:**  
**UNIVERSIDAD MODULAR ABIERTA** - Sonsonate, El Salvador  
Law, 2008 - 2012.  
Human Rights, 2013.  
Criminology, 2014.  
Oratory and Orality, 2015.

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## **Personal References**

**Mike Coffman,**  
Mayor of the City of Aurora.

██

**Christian Jimenez,**  
Deputy Director at Mayor's Office of Community Outreach, Denver, Colorado.

██

**Ricardo Gambetta,**  
Director of the Office of International and Immigration Affairs, Aurora Colorado.

██

**Jhonatahans Ortiz,**  
Consul of El Salvador.

██

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## **Work References**

**Brian Ceriani,**  
Principal Assistant at Arapahoe High School, Littleton, Colorado.

██

**Jessica Slattery,**  
Principal at East Elementary School, Littleton, Colorado.

██

**Rene Mejia,**  
Salvadoreños Residiendo en Colorado, SarCO's President.

██

**Sandra Marroquin,**  
Manager at Mi Pueblo Market.

██

**Aurora Immigrant And Refugee Commission**

**Applicant Package - Ward 5**

Aurora Immigrant And Refugee Commission - Ward 5

**Term:**01 Feb 2023 - 31 Jan 2025

**Positions Available:** 2

**Number of applicants in this package:** 1

- Akpalo, Komi

Registered Voter & Resident of Aurora

01/27/2021 Ward: 5 County: Arapahoe

*Tristen Sheptock*

**Name :**Akpalo, Komi

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :**Aurora Immigrant and Refugee Commission

**Date of Birth :** [REDACTED]

**Home Phone Number :** [REDACTED]

**Work Phone Number :** [REDACTED]

**How long have you lived in Aurora? :**11 months

**Are you registered to vote? :**

Yes

**Years of Education Completed :**16 Years

**Degree(s) Received :**Bachelor of Arts in Political Science.

**College(s) Attended :**Miami University of Ohio

**Employer Name :**United Airlines

**Employer Address :**South Wacker Dr | Chicago | Illinois

**Current Position :**Flight Attendant

**Years with Current Employer :**6

**Work Experience :**

French Speaking Flight Attendant | United Airlines Inc. - Washington, DC | 02/2016 - Current Representing a worldwide brand. Overseeing flight operation in a fast paced environment, while insuring for the safety of multiple passengers. Responsible for Customer Service on many domestic and international flights. General Intern | US Senate - Michael Bennet - Washington, DC | 08/2019 - 12/2019 Served as an intern for all areas of policy. My duties also included working closely with the senator as a stand in Special Assistant. Coordinated office activities to streamline operations and promote compliance with organizational policies. Kept reception area clean and organized to offer positive first impression to every visitor. General Manager | OLOJ Enterprises - Columbus, OH | 12/2009 - 01/2016 Managed a business grossing on average between \$18,000 - 25,000 per week. Supervised new personnel training. Skills developed and enriched were: Human Resources, Customer Service, Staff Training and Management, Personnel Leadership, and Problem Solving. Oversaw the grand opening of a new store in Pataskala, Ohio. Oversaw the development of promotional programs to increase sales. Recruited all staff. Coordinated monthly budgets, managed profit and loss and consistently met desired margin targets. Encouraged, trained and disciplined employees to maximize performance. Research Associate | Costar Group Inc. - Washington, DC | 06/2014 - 02/2015 Outlined key research in documents, spreadsheets and reports. Used databases, physical records and digital resources to complete deep real estate research. Data Quality Assurance. Solved Client inquests and problems. Sales and product demonstration.

**Certification(s) :**None

**How are you involved in your community? :**

I am looking to get involved in the community. My family and I purchased our home in the city of Aurora last year. After taking some time to adjust and get comfortable in our home, I started looking for opportunities to get involved in the city of Aurora. I am now in my second year as a US grassroots referee. But I would like to do more.

**List your interests and activities. :**

Watching and Playing Soccer. Taking my daughter to Smoky Hill library for story time. Cooking at home and for my neighbors. US and World Politics. The Denver metro real estate market, as I am a realtor as well.

**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 seek this appointment because I believe that different voices and subject matter knowledge is important. I myself am an immigrant from West Africa. I know first hand what is involved in relocating to a new country, as well as, what it takes to actually settle in said country. I would like to bring my perspective to the commission in order to help it become more effective in the decisions it makes.

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

I anticipate spending as much time as needed.

**Do you have any conflicts of interest that should be disclosed? :**

No

**If yes, please explain :n/a**

**Reference 1: Full Name, Phone Number and Address :**

Jennifer Gebhardt

[REDACTED]

**Reference 2: Full Name, Phone Number and Address :**

Kendall Gebhardt

[REDACTED]

**Reference 3: Full Name, Phone Number and Address :**

Adrienne Audet

[REDACTED]

**How did you hear about us? :**

Word of Mouth

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

Komi Akpalo

**Time of Submission :11/23/22 1:45:35 PM**

**Attachments:**

# KOMI M. AKPALO

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## HEADER

Seeking an entry level position in democratic politics on or off Capitol Hill

## EDUCATION

MIAMI UNIVERSITY OF OHIO – BA POLITICAL SCIENCE, 2014

Founded The Miami University Handball Club Team – MAY 2012 - DEC 2013

Chaired The Miami University Club Funding Committee – AUG 2012 - DEC 2013

Student Body President at The Miami University John E. Dolibois European Center – Spring 2014

## EXPERIENCE

FLIGHT ATTENDANT, UNITED AIRLINES. WASHINGTON DC – FEB 2016-PRESENT

Customer Service on many domestic and international flights. Representing a worldwide brand. Overseeing flight operation in a **fast paced environment**, while insuring for the safety of multiple passengers.

RESEARCH ASSOCIATE, COSTAR GROUP. WASHINGTON DC – JUN 2014- FEB 2015

Managing a portfolio of **top level clients**. Developed client relations, and retained top level clients. **Managed the weekly news and market analysis reports for my market**. Participated in the creation of a company wide recreational inclusion program.

GENERAL MANAGER, OLOJ ENTERPRISES. COLUMBUS, OHIO – DEC 2009- JAN 2016

Became Store Manager of a Little Caesars Grossing \$15 to \$20,000 a week at 18. **Supervised new personnel training**. Skills developed and enriched were: Human Resources, Customer Service, **Staff Training** and Management, Personnel Leadership, and Problem Solving. **Oversaw the grand opening** of a new store in Pataskala, Ohio. Oversaw the **Oversaw the development of promotional programs to increase sales**. **Recruited all staff**.

## INTERNSHIP AND VOLUNTEER EXPERIENCE

PROGRAM COORDINATOR, REFUGEE CENTER. LUXEMBOURG CITY, LUXEMBOURG. – FEB TO MAY 2014

Trained, and Implemented youth programs and activities to allow refugees and asylum seekers to adapt to Luxembourg life. Served as an English tutor.

MENTOR, CAPITAL PARTNERS FOR EDUCATION. WASHINGTON DC – MAY 2018 TO FEB 2019

Mentoring, and organizing activities to aid the student in their goals and ambitions.

SOCIAL MEDIA COORDINATOR, ABDUL EL SAYED FOR MICHIGAN. REMOTE – JUN-JUL 2018





Took charge and participated in several social media outreach projects to promote the message of Michigan Democratic gubernatorial Candidate Abdul El Sayed.

LAW INTERN, GUINIGUNDO LAW LLC – JUN 2013- AUG 2013

Served as the in court intern for lawyer Billy Guinigundo in a fast paced environment. Assisted with pre-trial depositions and conferences. Helped organize and take notes.

## LANGUAGES AND SKILLS

French - Native language fluent

**Quantitative and Qualitative Data Analysis.** Project Management. Event Planning. **Customer Service.** Problem Solving. Research driven mindset. **Public Speaking.**



**Aurora Immigrant And Refugee Commission**

**Applicant Package - Ward 6**

Aurora Immigrant And Refugee Commission - Ward 6

**Term:**01 Feb 2023 - 31 Jan 2025

**Positions Available:** 2

**Number of applicants in this package:** 1

- Orihuela, Ruthanne

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

08/04/2010 Ward: 6 County: Arapahoe

*Tristen Sheptock*

**Name :**Orihuela, Ruthanne

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :**Aurora Immigrant and Refugee Commission

**Date of Birth :** [REDACTED]

**Home Phone Number :** [REDACTED]

**Work Phone Number :** [REDACTED]

**How long have you lived in Aurora? :**12 years

**Are you registered to vote? :**

Yes

**Years of Education Completed :**22

**Degree(s) Received :**

Bachelor of Arts, Spanish (1999), Master of Arts, Spanish Linguistics (2001) (Doctor of Philosophy, Higher Education Student Affairs Leadership, anticipated May 2023)

**College(s) Attended :**

University of Idaho, University of Colorado at Boulder, Simon Fraser University, University of Northern Colorado

**Employer Name :**Colorado Department of Higher Education

**Employer Address :**1600 Broadway, Ste 2200 Denver, CO 80202

**Current Position :**Director of Credential Pathways and Prior Learning Initiatives

**Years with Current Employer :**3 months

**Work Experience :**

I have worked as a Spanish language and culture teacher at the collegiate level for 13 years, then served as academic dean for six years and provost/vice president for academic affairs at Community College of Denver from 2019 through September 2022, before starting my position at the Colorado Department of Higher Education.

**Certification(s) :**

IS 100 HE: Introduction to the Incident Command System for Higher Education IS 200: ICS for Single Resources and Initial Action Incidents ICS 100: Introduction to Incident Command System ICS 402: Incident Command System Overview for Executives/Senior Officials ICS 700: National Incident Management System (NIMS) G290: Basic Public Information Officer G291: Joint Information Systems/Joint Information Center Planning for Public Information Officers

**How are you involved in your community? :**

I am interested in supporting children and families' early access to information on postsecondary opportunities and funding. I provided a webinar in Spanish to the Mexican Consulate a couple of years ago regarding how to advocate for students' access to concurrent enrollment (college courses while in high school) to save students time to certificate or degree completion and to save them and their families money along the way. I give to the Cherry Creek School District Foundation and have participated on my children's schools' PASS committee in the past, though a focus on completing my dissertation has meant I have been less engaged these past few years. I am completing my PhD and am interested in giving back and becoming more engaged with my community.

**List your interests and activities. :**

I enjoy reading, baking, and travel with my husband and two children. I am passionate about sharing my knowledge of how to effectively navigate the k-20 pipeline with others.

**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? :**

My husband is an immigrant from Mexico, and my mother was an immigrant to Canada from Germany. My maternal grandmother lost her Jewish husband in WWII and emigrated to Canada to start a new life with my mother, knowing no English. As a Spanish language and culture teacher, I am interested in and passionate about the immigrant experience for both personal and professional reasons. I was born in Canada but raised in the US (and am a U.S. citizen because my father was born in New York and applied for my birth abroad certificate). There is so much hope and so many challenges that accompany new immigrants to the United States. I would love the opportunity to support the ways Aurora leans into its responsibility to the many, many residents who are immigrants. Aurora is a diverse city, but we have to work to ensure we are inclusive and welcoming. I would like to lend my talents, knowledge, and passion to these efforts.

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

3-5 hours per month

**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 :**

Gillian McKnight-Tutein [REDACTED]

**Reference 2: Full Name, Phone Number and Address :**

Debbie McLaughlin [REDACTED]

**Reference 3: Full Name, Phone Number and Address :**

Patty Davies [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 :**

Ruthanne Keenan Orihuela

**Time of Submission :**12/01/22 3:00:49 PM

**Attachments:**

- 2022 CV Ruthanne Keenan Orihuela.pdf

# Ruthanne Keenan Orihuela

## Professional Summary

A passionate, self-aware academic administrator committed to building relationships and strategies for improved community engagement. An innovative leader with a collaborative leadership style, excellent interpersonal and organizational skills, and a commitment to engaging community members in conversations around equity, inclusion, improved outcomes, service, and support. Over twenty years of higher education teaching, management, and leadership experience.

## Education

### **Ph.D. Higher Education Student Affairs Leadership**

*University of Northern Colorado*  
Expected Graduation May 2023

*Greeley, CO*

### **Coursework completed toward M.A. Latin American Studies**

*Simon Fraser University*  
Thesis research: Cuernavaca, Morelos, Mexico, Spring 2005

*Burnaby, BC Canada*

### **M.A. Spanish Linguistics**

*University of Colorado*  
May 2001

*Boulder, CO*

### **B.A. Spanish**

*University of Idaho*  
Minors: French, International Studies  
Study Abroad: Quito, Ecuador, Academic Year 1997-1998  
Study Abroad: San Sebastian, Spain, Fall 1995  
May 1999

*Moscow, ID*

## Professional Experience

*Colorado Department of Higher Education*

*Denver, CO*

### **Director of Credential Pathways and Prior Learning Initiatives**

October 2023-Present

#### **Responsibilities**

- Lead the implementation of Senate Bill 22-192, including the development of stackable credential pathways in multiple high-need, high-demand, high-value industries at scale

- In partnership with higher education academic leaders, develop a competency framework and process for evaluating the quality of nondegree credentials and their potential inclusion in degree pathways
- Develop and oversee processes for evaluating industry and other non-degree credentials and their inclusion in course transfer frameworks and stackable credential pathways
- Lead convenings of college and university faculty, employers, workforce experts, government agencies, and other stakeholders in the development and maintenance of credential evaluation processes and pathway construction
- Contribute to efforts across agencies and with external stakeholders to develop a learner/earner owned comprehensive record of competencies, skills, experience, and credentials
- Develop policies as needed for approval by the Colorado Commission on Higher Education
- Supervise program coordinators and oversee the work of consultants

**Select Accomplishments:**

- Convened the Stackable Credential Pathways Steering Committee, consisting of representatives from higher education, industry, government agencies, K-12, and students
- Developed a Request for Proposals to award COVID relief dollars to institutions of higher education to support the buildout of stackable credential pathways to get learner/earners into high wage, high value careers sooner.
- Created Industry Leadership Teams made up of stakeholders from higher education, K-12, industry, workforce, and government agencies to build out high quality stackable credential pathways in the high need, high demand, high wage industries of behavioral health, healthcare, education (including early childhood education), cybersecurity, and programmer/developer.

*Community College of Denver*

*Denver, CO*

**Provost & Vice President for Academic Affairs**

May 2019-Present

**Responsibilities**

- Manage the college's Academic Affairs Division, providing vision, oversight and support for four academic centers as well as Excel! Zone for tutoring and digital literacy support, Teaching Learning Center, Confucius Institute, Office of Institutional Research and Planning, College Connections Office (concurrent enrollment, career and transfer), Foundational Skills Institute (offering adult basic education and ESL) and Office of the Provost personnel.
- Build and strengthen collaborative relationships and processes between the Academic Affairs, Enrollment Administration & Student Success, and Administrative Services divisions.
- Provide leadership and direct supervision for five academic deans across three campus locations as well as five directors and two additional Office of the Provost administrative leads.
- Serve as a member of the College's Executive Staff and as an active participant in the college's collaborative decision making model, providing guidance and leadership in strategic planning, program development and evaluation, and fiscal and operations planning.
- With the college's Accreditation Liaison Officer, prepare the college's accreditation report and evidence for the Higher Learning Commission four-year Open Pathways assurance review in December 2020.



- Strengthen existing partnerships and build new collaborative relationships with community organizations, business and industry.
- Manage an annual budget of \$21,500,000, an annual operating budget of \$1,300,000. Approve purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Collaborate with Colorado Community College System (CCCS) leadership to implement instructional initiatives in support of students and in alignment with System and College strategic plans.

**Select Accomplishments:**

- In 2021-22, led the Academic Affairs division in an academic program portfolio health assessment designed to improve student outcomes, increase instructional efficiencies, and make data informed decisions to continue, scale, or sunset programs within the college's portfolio.
- Led the Academic Affairs division in its work to deepen equity-minded practice and pedagogy. Provided a Fall 2019 Equity and Inclusion Professional Development Day for the division based on disaggregated student success data and faculty stories of improved outcomes through greater equity mindedness. Implemented an equity minded leadership training for department chairs in partnership with Academic Impressions, and have finalized a series of workshops and pathways-based equity leadership teams of faculty, advisors, and deans to engage with the Center for Urban Education through the 2020-21 year.
- As a member of the Denver Education Attainment Network (DEAN) leadership team, was awarded a \$7 million 5-year grant from JP Morgan Chase to improve educational outcomes and workplace attainment for graduates of Denver Public Schools. As part of JPMC's Global Career Readiness Initiative in Denver, CCD will work to improve student advising and counselor and family understanding of career pathways and opportunities in the high schools so more students can participate in and benefit from concurrent enrollment and work-based learning opportunities to accelerate their postsecondary credential attainment.
- Revised multiple processes across academic affairs and the college more broadly to ensure improved efficiency and effectiveness. Examples include revisions to our faculty qualifications and credentialing processes, development of an annual process to request and allocate faculty lines, and a revision to division leadership meetings to center progress on the college's strategic planning initiatives.
- Developed important articulation agreements with Colorado 4-year postsecondary partners to facilitate transfer, including six engineering articulations.
- Led hiring processes across the division to ensure leadership excellence. In addition to faculty hiring, brought on new deans for career and technical education and health and natural sciences dedicated to innovation and excellence in these spaces. Also hired a director for institutional research and planning with exceptional data analysis skills as well as the necessary interpersonal skills to ensure data is provided, understood, and utilized in decision-making processes across the college.
- Celebrated five years of collaboration with Warren Village, providing on-site educational opportunities to residents in order to build confidence so they can earn the postsecondary credentials necessary to move themselves and their families out of poverty and into family livable wage jobs.

- Developed a new relationship with Denver Human Services, providing on-site educational opportunities in human services and paralegal to DHS employees in order to upskill their workforce.
- Facilitated the creation and implementation of a Bachelor of Applied Science degree in Health Informatics as well as an Associate of Applied Science degree in Cannabis Business and a Bachelor of Applied Science in Cannabis Science to support the professionalization of the burgeoning cannabis industry across the state.

### **Interim President**

December 2020-January 2021

- Served as leader for the college in the interim between the previous president moving into retirement and a new president coming onboard.

### **Interim Vice President for Enrollment Administration & Student Success**

March 2020-August 2020

#### **Responsibilities:**

- Served as interim leader for the college's student services division during the COVID-19 pandemic response. Worked with student services leaders and staff to redefine and provide consistent and improved virtual services to students in a remote environment. Developed innovative programming to provide emergency aid and learning opportunities to students.
- Managed the college's Enrollment Administration and Student Success (EASS) division, providing oversight and support for the functional areas of admissions, recruitment, registration, financial aid, advising, accessibility, testing, student life, student care and conduct, TRiO Student Support Services, call center, and career and transfer services.
- Strengthened collaborative relationships among leaders in the student services division and between student services and academic affairs.
- Managed an annual budget of \$7,400,000. Approved purchasing, service agreements, monthly budget variance, student scholarship dollars, and budget reallocation processes.

#### **Select Accomplishments:**

- Led a division restructure in order to reduce redundancies and improve effectiveness of operations across the Enrollment Administration and Student Success division. This restructure resulted in significant budget savings during a time of significant budget cuts, and has also created a less hierarchical and diversified EASS leadership structure, allowing more voices at the decision-making table within the division.
- Actively engaged EASS leaders and staff to imbue equity in the college's COVID-19 response. Worked with Student Life, Financial Aid, and the CCD Foundation to develop effective mechanisms to get technology and dollars to students in greatest need throughout the spring and summer 2020 terms. Helped develop the Free Fall for 2020 DPS Graduates initiative to encourage recent Denver Public Schools graduates to come to college this fall. Also worked with leaders across the college to receive a College Opportunity Scholarship Initiative (COSI) grant to develop and implement a program to support displaced workers in attaining college credentials to quickly re-enter the workforce.
- Initiated an Appeals Committee review and restructure in order to streamline the student experience when navigating college appeals.

- Headed the college's partnership with StraighterLine, allowing outreach to students who have stopped out or melted from application to enrollment. This partnership provides would-be CCD students opportunity to complete coursework toward their intended degree at their own pace, with completed courses added to their transcripts as prior learning assessment (PLA). Allowable StraighterLine courses have been mapped to ACE courses that CCCS faculty have reviewed and deemed equivalent to courses in the Common Course Numbering System (CCNS). The program is intended to jumpstart a student's return to CCD to complete their credential.

### **Executive Dean of Arts & Humanities**

March 2017-May 2019

#### **Responsibilities:**

- Built and strengthened collaborative relationships and processes between departments in both the academic and student affairs divisions of the college. Served as a bridge between the two divisions and promoted bridge building among other stakeholders in order to provide better customer service to internal and external constituents, especially students.
- Managed the Center for Arts and Humanities, providing vision, oversight, and support for seven academic departments (College Composition and Reading, Communication and Journalism, English, English as a Second Language, Visual Arts and Graphic Design, Humanities, Journalism, and World Languages), the Confucius Institute at Community College of Denver, the College Pathways (concurrent enrollment) Office, and the recently established Intercultural Center.
- Provided leadership and direct supervision for seven department chairs, the directors of the Confucius Institute, College Pathways Office, Intercultural Center, and the Senior Data and Operations Manager for the college. Provided leadership and indirect supervision for 23 additional full-time faculty members, over 100 adjunct instructors, and five additional classified and administrative technical professional staff positions.
- Developed a strategic plan, mission, and vision for the college's new Intercultural Center. Hired and supervised the director of the Intercultural Center. Worked to increase international student enrollment, support and retention as well as improve college-wide understanding of and engagement with activities to foster our Globally Aware institutional outcome.
- Supported community outreach activities and strategic partnership development, particularly with service area school districts, City and County of Denver offices, and four-year colleges and universities.
- Represented college perspectives and priorities on committees and taskforces on Auraria Higher Education Campus (AHEC). Examples include the Auraria Library Archives Taskforce and the Emmanuel Gallery MOU Taskforce.
- Convened and oversaw numerous taskforces and committees stemming from the college's recent program prioritization process. Taskforce and committee examples include new technology platforms for improved customer service to students and improved interdepartmental communications (EAB Navigate), room utilization and course scheduling (Ad Astra), honors programming, and college operations and planning (Prioritization and Operations Group).

- Managed an annual budget of \$5,207,000, an annual operating budget of \$150,000, and several auxiliary and grant fund accounts totaling near \$120,000. Approved purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Provided oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff (Silk Road).

**Select Accomplishments:**

- Successfully launched EAB Navigate platform to improve college-wide collaboration and data access for faculty and staff across the college.
- Planned and executed a Center for Arts and Humanities Equity and Inclusion Retreat fall 2018 in order to highlight the equity gap that exists nationally, in the state of Colorado, at Community College of Denver, and within the Center for Arts and Humanities. Began conversations around next steps and how awareness of student success data disaggregated by race, ethnicity, and gender can help us discover ways to erase equity gaps in our own courses.
- Planned four annual Center for Arts and Humanities Professional Development Days, in which members of our center, college, and broader community come together to learn and share best practices for teaching and learning.
- Negotiated the college's continued ability to utilize AHEC's Emmanuel Gallery for student and faculty art exhibits when CU Denver's priorities for the gallery shifted.

**Dean, Center for Arts and Humanities**

June 2014-February 2017

**Responsibilities:**

- Managed the newly established Center for Arts and Humanities, providing vision, oversight, and support for nine academic departments (College Composition and Reading, Communication, English, English as a Second Language, Graphic Design, Humanities, Journalism, Visual Art, and World Languages) as well as the Confucius Institute at Community College of Denver.
- Provided leadership and direct supervision for nine department chairs, the director of the Confucius Institute, and the office manager. Provide leadership and indirect supervision for 23 additional full-time faculty members, over 100 adjunct instructors, and two additional administrative support positions.
- Managed an annual budget of \$5,207,000, an annual operating budget of \$150,000, and several auxiliary and grant fund accounts totaling near \$150,000. Approved purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Provided oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff.
- Served as college representative on multiple Auraria Campus and community committees and groups, including Denver Educational Attainment Network, Auraria Campus' King Center Expansion and Art Building Renovation Program Planning Committee.

**Select Accomplishments:**

- Served on the Achieving Strategic Balance Committee for program prioritization. The college had not undergone a program prioritization process in the past, but launched prioritization as a means of living into its strategic priorities of moving toward greater transparency and data informed decision-making. The planning process began in January 2016 and program reports will be evaluated based on instructional and non-instructional program rubrics. Recommendations for prioritization of programs were provided to executive leadership in December 2016 and decisions on recommendations communicated out to the college community in February 2016, in time to inform FY 2018 budget conversations.
- Worked with department chairs to improve program level assessment processes. Chairs and faculty developed program student learning outcomes, mapped those outcomes through their courses via curriculum map, then launched assessment of outcomes in the capstone course or throughout the curriculum when not sequential. By December 2016, all programs will have completed their first cycle of assessment, analysis, and action items to close the loop and begin a second cycle of assessment.
- Created a strong Center culture of respect, professionalism, unity, trust and customer service. The Center was created during a college reorganization. Half of one center and half of another were placed together under the new Center's name. Our Center shines as a positive, inclusive, innovative space. Center diversity initiatives, professional development days for and by full-time and adjunct instructors, frequent celebrations and community art installations are some ways in which we build community and support each other's teaching and learning.
- Developed a plan and framework for CCD's internationalization initiatives and the developing Intercultural Center housed under Arts and Humanities. The IC provides support for CCD's international student engagement services, ESL and world language cultural activities, faculty-led study abroad, faculty exchange, and efforts to globalize the curriculum by teaching context in context and embracing multicultural learning-centered classrooms.
- Improved concurrent enrollment partnership with Denver Public Schools. Worked to phase out over enrollment in developmental courses in the high schools and develop stronger pathways through earlier engagement with students, high school faculty and administration. Service on the committee working to receive initial accreditation of concurrent enrollment practice by the National Alliance of Concurrent Enrollment Programs (NACEP) in the spring 2018. In addition, I worked with our college partnerships director to secure several new concurrent enrollment partnerships with area charter high schools.

### **Dean, Center for Language, Arts and Behavioral Sciences**

June 2013-May 2014

#### **Responsibilities:**

- Managed the Center for Language, Arts and Behavioral Sciences, providing vision, oversight and support for eleven academic departments (College Composition and Reading, Communication and Theatre, English, English as a Second Language, Graphic Design, Human Services, Humanities, Journalism, Music, Paralegal, Social Sciences, Visual Art, and World Languages) as well as the Confucius Institute at Community College of Denver.
- Provided leadership and direct supervision for eleven department chairs, the director of the Confucius Institute, three academic advisors, the office manager and three additional

administrative support positions. Provide leadership and indirect supervision for 23 additional full-time faculty members, and over 100 adjunct instructors.

- Managed an annual budget of \$3,938,000, an annual operating budget of \$190,000 and several auxiliary and grant fund accounts totaling near \$175,000. Approve purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff.
- Served as college representative on multiple Auraria Campus and community committees and groups, including the King Center Advisory Committee, Art Building Advisory Committee, Confucius Institute at Community College of Denver Board of Directors

**Select Accomplishments:**

- Worked with department chairs to ensure understanding of the need for effective and holistic assessment of student learning. I worked collaboratively with each department chair to ensure that assessment was occurring in each department, including online, hybrid, and concurrent enrollment sections, and that assessment plans were developed to ensure results were collected, analyzed, and communicated back out to instructors in order to be able to show a cycle of improvement.
- Served as CCD representative on a tri-institutional committee charged with developing a program plan for expansion of the King Performing Arts Center and renovation of the Auraria Art Building. I worked with architects, campus planners, and project cost analysts to move through the entire process, from bids to proposals to submission for consideration by CDHE. Throughout the process I lobbied tirelessly for the regaining of appropriate and premium space for CCD students, faculty and staff which had been lost over the years. As an example, CCD has a 15% space allocation in shared buildings on Auraria Campus, yet only 4% of Art Building space is currently allotted to CCD. The program plan included 15% space allocation in Art Building, a 275% increase.
- Provided increased support to geographically isolated departments in the center. Several departments were located in King Center and Art Building and there was a sense of isolation and lack of information among faculty and staff in these buildings. I set up weekly drop in office hours in the common areas in each building and received immediate feedback about how the dean's presence boosted morale and improved information sharing both from departments up through executive administration and from executive leadership down to the departments.

*Community College of Aurora*

*Aurora, CO*

**Chair, Department of Performing Arts and Humanities**

July 2010-May 2013

**Responsibilities:**

- Taught introductory and intermediate Spanish language and culture courses; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Desire2Learn) and online textbook resources, as well as calculation of final student grades.

- Managed the Department of Performing Arts and Humanities, providing vision, oversight and support for multiple disciplines (dance, humanities, music, philosophy, theatre, translation and interpretation, and world languages).
- Provided leadership and direct supervision for three full-time faculty members and over 30 adjunct instructors.
- Managed the department's annual operating budgets, both general fund and auxiliary.
- Oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS reports, and FLAC processing), as well as hiring and onboarding of new adjunct instructors.

**Select Accomplishments:**

- Worked to build and develop relationships with our concurrent enrollment partner Aurora Public Schools. In addition to hiring, onboarding and mentoring new high school instructors to serve as adjunct instructors for the college, I increased our offerings in Spanish, Chinese, German, Humanities, and Philosophy and also increased the number of schools in which we offered the department's courses.
- Served as a member of the three-person steering committee for the college's reaccreditation efforts with the Higher Learning Commission. In this role, I was one of the lead writers, headed up college wide communications regarding the visit, attended the annual HLC Conference in Chicago in 2011 and 2012, and actively engaged in the peer reviewer site visit in 2013.
- Implemented a department wide assessment process around the institutional outcomes of aesthetics and written communication. In addition to existing course-level assessment projects in critical inquiry and other areas, this program level assessment involved collecting student data from world language, humanities, music, philosophy, and theatre disciplines. Action items based on analysis of first year results led to improved student learning in the following year's assessment cycle. The department received the college's "Outstanding Work in Assessment" award.

*Independent Study in Idaho, University of Idaho*

*Moscow, ID*

**Online Spanish & French Adjunct Instructor**

August 2007-May 2012

**Responsibilities:**

- Taught distance learning courses in basic and intermediate Spanish and French; responsible for grading, evaluation, provision of asynchronous feedback to students, and submission of final grades for all Spanish and French courses taught.
- Designed and developed distance learning courses in French 101, 102, 201 and 202, including course guidebook development, online course shell development through textbook company's online resources (Vista Higher Learning), and student learning outcomes development for each course.

*University of Idaho*

*Moscow, ID*

**Spanish Instructor**

August 2006-June 2010

**Responsibilities:**

- Taught all levels of Spanish language, culture, composition and literature; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Blackboard) and online textbook resources, as well as calculation of final student grades.
- Advised Spanish majors and minors in both academic and study abroad capacities: provided quality academic advising to around 75 advisees per semester, helping plan their progress toward graduation through the use of Banner's DegreeWorks; analyzed study abroad transcripts to determine course substitutions to the degree plan; assisted students in determining which courses to take abroad *prior* to traveling to ensure greatest number of degree applicable transfer credits upon return.
- Served as faculty advisor for the university's Association of Latin American and Iberian Students (ALI).
- Coordinated the Foreign Language and Literature Department's visiting Spanish instructor program; provided supervision and support for visiting instructors from Spain, Mexico and Ecuador, many of whom have not taught before.
- Oversaw the Foreign Language and Literature Department's dual enrollment Spanish programs.

**Select Accomplishments:**

- Developed a grant-funded hybrid accelerated introductory Spanish course (SPAN 104: Spanish Transition) for heritage speakers of Spanish and/or non-native speakers who had previous experience with language learning; successfully taught this one-semester course that covered the first two semesters of Spanish language and culture competencies.
- Developed an onboarding process for the department's visiting instructors. This included a weeklong orientation to the U.S. college classroom, common course syllabi and final exams, biweekly meetings on second language methodology, as well as yearly classroom observations of instruction.

*Tecnológico de Monterrey Preparatory School*

*Temixco, Morelos, Mexico*

**English Language Arts and Sociology Adjunct Instructor**

August 2005-June 2006

**Responsibilities:**

- Taught sociology and English language arts courses to high school students as part-time instructor in the university's preparatory school.
- Responsible for course design, syllabus development, daily instruction, grading and evaluation, and calculation of final student grades.

**Select Accomplishments:**

- Received high student evaluations of instruction each semester.
- Developed a relationship of mutual trust and respect with my adolescent students.
- In language arts and sociology, worked with students to develop effective and ethical research practice.

*Enlaces México-Canadá*

*Cuernavaca, Morelos, Mexico*

**Regional Manager**

June 2005-July 2006

**Responsibilities:**



- Maintained familiarity with the multiple study abroad programs, sites, and language schools with which Enlaces partnered across the globe; established relationships with school directors in Canada, United States and Australia.
- Maintained frequent contact with the head office in Mexico City in order to ensure prompt and accurate issuance of airline tickets and facilitation of student visas.
- Responsible for providing excellent customer service, working with students and (frequently) their parents to ensure the right program was selected for their needs and objectives.

**Select Accomplishments:**

- Through dedicated advising, I learned each student's goals, maturity, level, and level of English and/or French proficiency in order to help select the most appropriate location and program of study, including decisions around length of stay and whether to select home stay or other residential options.

*Simon Fraser University*

*Burnaby, BC, Canada*

**Spanish Instructor**

August 2003-December 2004

**Responsibilities:**

- Taught all levels of Spanish grammar, culture and composition as part-time instructor in the university's Language Training Institute.
- Responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online textbook support, and calculation of final student grades.

**Select Accomplishments:**

- Consistently high student evaluations of instruction.
- Implemented a Spanish only classroom. This improved student learning and language acquisition for all students but was especially necessary and beneficial for the large number of non-native English speakers in each class.

*Lewis-Clark State College*

*Lewiston, ID*

**Spanish Lecturer**

August 2001-June 2003

**Responsibilities:**

- Taught basic and intermediate Spanish language and culture courses; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Blackboard), and calculation of final student grades.
- Coordinated the Spanish course offerings at the college, including textbook review and adoption, adjunct instructor hiring and mentoring, and course scheduling.
- Served as faculty advisor to the Spanish Club.

**Select Accomplishments:**

- Consistently high student evaluations of instruction.
- As Spanish Club faculty advisor, I attended biweekly meetings, developed weekly Spanish conversation tables at community restaurants, and organized a semiannual Latino Night community dance sponsored by the club.
- Although there were no study abroad opportunities for LCSC students when I arrived, I developed and led a three-week summer intensive study abroad experience to Cuernavaca, Mexico in which fifteen LCSC students and community members participated.

University of Colorado

Boulder, CO

**Spanish Teaching Assistant**

August 1999-May 2001

**Responsibilities:**

- Taught at least one section of introductory grammar and culture course each semester for the university's Department of Spanish and Portuguese.
- Responsible for course design, daily instruction, grading and evaluation, use of online classroom management system (WebCT), and calculation of final student grades.

**Select Accomplishments:**

- Consistently high student evaluations of instruction.

## Teaching Experience

**HESA 668 College Student Cultures** University of Northern Colorado (Teaching Assistant), 2016

**SPA 111 Spanish Language I** Community College of Aurora, 2010-2013

**SPA 112 Spanish Language II** Community College of Aurora, 2010-2013

**SPA 211 Spanish Language III (GT: AH4)** Community College of Aurora, 2010-2013

**SPA 212 Spanish Language IV (GT: AH4)** Community College of Aurora, 2010-2013

**FREN 101 Elementary French I** Independent Study in Idaho, University of Idaho, 2010-2012

**FREN 102 Elementary French II** Independent Study in Idaho, University of Idaho, 2010-2012

**FREN 201 Intermediate French I** Independent Study in Idaho, University of Idaho, 2010-2012

**FREN 202 Intermediate French II** Independent Study in Idaho, University of Idaho, 2010-2012

**SPAN 101 Elementary Spanish I** Independent Study in Idaho, University of Idaho, 2007-2012

**SPAN 102 Elementary Spanish II** Independent Study in Idaho, University of Idaho, 2007-2012

**SPAN 201 Intermediate Spanish I** Independent Study in Idaho, University of Idaho, 2007-2012

**SPAN 202 Intermediate Spanish II** Independent Study in Idaho, University of Idaho, 2007-2012

**SPAN 101 Elementary Spanish I** University of Idaho, 2006-2010

**SPAN 102 Elementary Spanish II** University of Idaho, 2006-2010

**SPAN 104 Elementary Spanish Transition** University of Idaho, 2006-2010

**SPAN 201 Intermediate Spanish I** University of Idaho, 2006-2010

**SPAN 202 Intermediate Spanish II** University of Idaho, 2006-2010

**SPAN 301 Advanced Grammar** University of Idaho, 2008-2010

**SPAN 302 Advanced Composition** University of Idaho, 2008-2010

**SPAN 303 Advanced Conversation** University of Idaho, 2008-2010

**SPAN 308 Proficiency in Reading** University of Idaho, 2008-2010

**SPAN 404 Special Topics: Spanish Linguistics** University of Idaho, 2009-2010

**Sociology** Tecnológico de Monterrey, Preparatory School, 2005-2006

**Language Arts** Tecnológico de Monterrey, Preparatory School, 2005-2006

**SPA 101 Introductory Spanish I** Simon Fraser University, Language Training Institute, 2003-2004

**SPA 102 Introductory Spanish II** Simon Fraser University, Language Training Institute, 2003-2004

**SPAN 101 Beginning Spanish I** Lewis-Clark State College, 2001-2003

**SPAN 102 Beginning Spanish II** Lewis-Clark State College, 2001-2003

**SPAN 201 Intermediate Spanish I** Lewis-Clark State College, 2001-2003

**SPAN 202 Intermediate Spanish II** Lewis-Clark State College, 2001-2003

**SPAN 1010 Beginning Spanish I** University of Colorado Boulder (Teaching Assistant), 1999-2001  
**SPAN 1020 Beginning Spanish II** University of Colorado Boulder (Teaching Assistant), 1999-2001

## Professional Activities

2022	JP Morgan Chase’s National Skills Ready Initiative Convening, Denver, CO, attendee
2022	Western Interstate Commission on Higher Education’s Community College Alliance Meeting, Broomfield, CO, attendee
2022	Jobs for the Future Pathways to Prosperity Institute Convening, Boston, MA, attendee
2022	State Higher Education Executive Officers (SHEEO) National Conference, Indianapolis, IN, attendee and SHEEO/Gardner Institute Equity Transfer Project Colorado 2-year college representative
2022	Love x Learning Summit, Amarillo College, Amarillo, TX, attendee
2022	Credit for Prior Learning Shared Solutions Work Group Convening, Silver Spring, MD, attendee
2022	Education Design Lab’s Community College Growth Engine Fund Virtual National Convening, attendee
2021	ASU + GSV Summit, San Diego, CA, attendee
2021	J.P. Morgan Chase’s New Skills Ready Initiative Awardee Virtual Convening, participant
2021	Colorado Community College System’s Excellence through Equity-Minded Teaching Symposium, attendee
2021	Academic Impressions’ Anti-racism in Higher Education: Ensuring It’s a Movement, Not Just a Moment Conference, attendee
2020	Colorado Black Round Table: Black Cannabis Equity Initiative, attendee
2019	Worldwide Confucius Institute Annual Conference, Changsha, China, attendee
2019	Confucius Institute Board of Directors Meeting with Jinan University, Jinan, China
2019	Chinese Vocational & Technical School Agreement Meetings with Xianyang Vocational & Technical College and Shaanxi Polytechnic Institute, Xian, China
2019	National Alliance of Concurrent Enrollment Partnerships, Peer Reviewer
2019	National Alliance of Concurrent Enrollment Partnerships Annual Conference, Salt Lake City, UT, attendee
2019	Higher Learning Commission’s Community College of Denver Multi Site Visit, Denver, CO, participant/interviewee
2019	American Association of Community Colleges (AACC) Pathways Coach On-site Visit, Denver, CO, participant and facilitator
2019	American Association of Community Colleges (AACC) Pathways 2.0 Convening, New Orleans, LA, attendee
2019	Colorado Adult Learning Symposium Navigating the Landscape of Higher Education, Denver, CO, attendee
2018	National Alliance of Concurrent Enrollment Partnerships Peer Reviewer

2018	EAB Connected18 National Conference, Washington, DC, attendee
2018	Vertex Conference on Concurrent Enrollment, Denver, CO, attendee
2018	COMBASE National Conference, Denver, CO, attendee
2018	National Alliance of Concurrent Enrollment Partnerships Annual Conference, San Antonio, TX, attendee
2017	Colorado Community College System's Dean Academy, fellow
2016	Colorado Adult Learning Symposium, Denver, CO, attendee
2016	Ford Foundation Corridors of College Success Convening, New York, NY, Community College of Denver Representative
2016	Academic Management Institute Leadership Team member
2015	North American and Oceanian Confucius Institute Joint Conference, Honolulu, HI, Community College of Denver representative
2015	Denver Scholarship Foundation Counselor Breakfast, Denver, CO, speaker
2015	National Association of Concurrent Enrollment Programs Annual Conference, Denver, CO, attendee
2015	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2014-2015	Community College of Denver's Self-Study for Reaccreditation through the Higher Learning Commission, 2014-15, Criterion 3 Lead Writer
2014	Auraria Higher Education Center King Center and Arts Building Program Plan Steering Committee, member
2014	Council on International Educational Exchange's Diversity Abroad Future Leaders Summit, Baltimore, MD, participant
2014	Colorado Adult Learning Symposium, Denver, CO, attendee
2013-14	World Denver Fellow
2013	Worldwide Confucius Institute Annual Conference, Beijing, China, attendee
2013	Confucius Institute Board of Directors Meeting with East China Normal University, Shanghai, China
2013	American Council on the Teaching of Foreign Language Annual Conference, Orlando, FL, attendee
2013	Joint Conference of U.S. Confucius Institutes, Bowling Green, KY, CCD representative
2013	Colorado Adult Learning Symposium, Denver, CO, attendee
2013	Community College of Aurora's Higher Learning Commission Self Study Executive Committee member, co-writer of the College's Self Study, trainer and mentor for the College's fourteen-member Steering Committee
2012	Colorado Network of Women Leaders' Academic Management Institute, participant
2012	City of Aurora's "Night of the Stars" Talent Show judge
2012	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2011	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2011	City of Aurora's "Night of the Stars" Talent Show judge
2009	University of Idaho's Vandal Challenge Student Leadership Conference, Moscow, ID, faculty advisor
2008	External reviewer for the accreditation process for the Modern Languages Division of North Idaho College, Coeur d'Alene, ID

- 2008 Idaho Commission on Hispanic Affairs Community Forum, Moscow, ID, presenter
- 2007 American Council on the Teaching of Foreign Language Annual Conference, San Antonio, TX, attendee
- 2006 American Council on the Teaching of Foreign Language Annual Conference, Nashville, TN, attendee

## Presentations and Papers

- 2022 J.P. Morgan Chase's New Skills Ready Network Convening, Cincinnati, OH, plenary panelist: *Credit for Prior Learning*
- 2021 National Community College Hispanic Council Leadership Symposium, Long Beach, CA, panelist: *Equity in the Classroom: Faculty Matter*
- 2021 Community College of Denver's Next Level Equity: Catalyst for Change Professional Development Series, presenter
- 2021 Virtual Cannabis Research Conference, panel moderator: *Seed to Success: Community Colleges' Role in Workforce Development and Industry Partnerships*
- 2021 #REALTALK: Building a City for Everyone, panelist
- 2021 Guido, F. M., Matsumoto, C. E., & Orihuela, R. K. (in press). Review of Leadership Theories in Higher Education and Student Affairs: Shifting Perspectives. In G. R. Serna & J. M. Cohen (Eds.), *Administration, Finance, and Budgeting in Higher Education & Student Affairs: Theory, Research, & Practice*. Springfield, IL: Charles C. Thomas Publisher LTD.
- 2020 COMBASE Leaders Series, Webex, presenter: *Community College of Denver: Enrollment Strategies During a Pandemic*
- 2019 Community College of Denver's Academic Affairs Equity and Inclusion Retreat, Denver, CO, presenter and facilitator
- 2019 Colorado Community College System/EAB Regional Collaboration Conference, Denver, CO, panelist: *Involving Academic Affairs in the Student Success Collaborative*
- 2019 Colorado Community College System Diversity Recruitment Fair, Denver CO, panel moderator: *The Importance of Diversifying Our Workforce*
- 2018 Community College of Denver's Center for Arts & Humanities Equity and Inclusion Retreat, Denver, CO, presenter & facilitator
- 2018 ECMC/Jobs for the Future Growing the Dual Credit Teaching Force Professional Development Institute, presenter
- 2017 Community College of Denver's Read and Write to Succeed Celebration, Denver, CO, keynote speaker: *Finding Success: Following Pathways and Leaving Trails*
- 2017 Community College of Denver's Women's Empowerment Week, Denver, CO, speaker: *Determined to Rise!*
- 2016 Community College of Denver's Phi Theta Kappa Induction Ceremony, Denver, CO, keynote speaker: *Glass Half Full*
- 2016 Association for the Study of Higher Education Annual Conference, Columbus, OH, presenter: *Ethnographic Research in Student Affairs Pedagogy: Methodological Considerations, Challenges, and Opportunities*

2016	Community College of Denver Advisory Board, presenter: <i>Globally Aware: Building an International Center of Excellence at CCD</i>
2016	Higher Education Diversity Summit, Denver, CO, presenter: <i>Diversity on Community College Campuses: Addressing the Gaps</i>
2016	Orihuela, R. K. (2016). <i>Stumbling stones: Recalling the past, living the present, building a future</i> . Manuscript submitted for publication.
2016	University of Northern Colorado Research Night, Greeley, CO, presenter: <i>Considering Culture: An Ethnographic Case Study of Hegemony and Counterhegemony in a Graduate Course</i>
2016	Community College of Denver Center for Arts and Humanities Professional Development Day, Denver, CO, presenter: <i>Faculty Advising Tools for Improved Student Success</i>
2016	College Personnel Association of Colorado (CPAC) Annual Conference, Denver, CO, presenter: <i>Faculty Perspectives on Student Affairs</i>
2015	University of Northern Colorado Qualitative Methods Research Night, Greeley, CO, presenter: <i>Perceptions of Community College Presidential Leadership</i>
2015	American Association of Women in Community Colleges Mile High Chapter, Denver, CO, presenter: <i>Panel Discussion on Finding Work-Life Balance</i>
2015	Colorado Adult Learning Symposium, Denver, CO, presenter: <i>Improving Postsecondary Retention: Strategic Partnerships for Enhanced Early Response</i>
2015	American Association of Women in Community College Mile High Chapter, Denver, CO, presenter: <i>Reflections and Discussion around Huang's Mentoring: The Tao of Giving and Receiving Wisdom</i>
2015	Colorado Community College System, Westminster, CO, presenter: <i>Concurrent Enrollment and Higher Learning Commission Panel</i>
2014	University of Northern Colorado Higher Education Student Affairs Leadership Alumni 50 <sup>th</sup> Anniversary Celebration, Greeley, CO, presenter: <i>The History of Access to Higher Education in the United States</i>
2014	University of Northern Colorado College of Education and Behavioral Sciences Research Night, Greeley, CO, presenter: <i>Finding a New Place: The Experiences of Reverse Transfer Students</i>
2014	Colorado Diversity Council's Women in Leadership Symposium, Denver, CO, presenter: <i>Leadership through Change</i>
2011	American Council on the Teaching of Foreign Language Annual Conference, Denver, CO, presenter: <i>Challenges/Instructional Practice in the Spanish for Heritage Speaker (SHS) Classroom</i>
2011	American Council on the Teaching of Foreign Language Annual Conference, Denver, CO, presenter: <i>Promoting Student Engagement through Versatile Short Films and Other Media</i>
2011	Colorado Congress of Foreign Language Teachers Spring Conference, presenter, Loveland, CO: <i>Panel Discussion on Spanish for Heritage Speakers</i>
2009	Idaho Association of Teachers of Language and Culture Annual Conference, Boise, ID, presenter: <i>The Subjunctive Isn't a Dirty Word: Teaching and</i>

	<i>Learning Strategies to Make the Subjunctive Enjoyable for Both Teacher and Student</i>
2007	Idaho Association of Teachers of Language and Culture Annual Conference, Moscow, ID, presenter: <i>Going Hybrid: How an Online Learning Environment Benefits Face-to-Face Instruction</i>
2002	Partnerships in Education Conference, Lewiston, ID, presenter: <i>Diversity in the Foreign Language Classroom</i>
2001	Rocky Mountain Modern Language Association Annual Conference, Vancouver, BC, presenter: <i>El patriarcado español y el papel de la mujer dentro de él: Cómo se manifiesta la búsqueda interior del auto-conocimiento femenino dentro del cine español</i>
2001	Colorado Congress of Foreign Language Teachers Spring Conference, Boulder, CO, presenter: <i>Teaching Literature and Culture: How Technology Brings It All Together</i>

## Select Community Leadership and Engagement

2020-Present	Colorado Department of Higher Education General Education Council, Member
2021-2022	Colorado Community College System IT Governance Committee, Member
2019-2022	Colorado Community College System Vice Presidents Council, Member
2012-2022	American Association of Women in Community Colleges (AAWCC) Member
2019-2022	Denver Education Attainment Network (DEAN) Leadership Team Member
2021	HB20-1002 Colorado Department of Higher Education's Implementation Plan Working Group, Member
2021	Colorado Community College System ColoradoOnline@ Academic Affairs Subcommittee, Co-chair
2019	Pacific Rim Cultural Exchange/CCD Foundation Sake Tasting Fundraiser Co-Planner
2016	Auraria Library Archives Task Force Member
2016-2017	Denver Education Attainment Network (DEAN) College Transitions/Summer Bridge Action Team Member
2015-2016	Denver College Attainment Network (DenverCAN) Enhanced Early Response Action Team Co-Chair
2015-2016	Colorado Community College System Deans' Council Chair
2013-2016	Auraria Campus Arts Deans Committee Member
2013-2016	Cherry Creek School District's Peakview Elementary School Partnership for Academic Success for All Students (PASS) Committee Member
2014-2015	Auraria Campus King Center Expansion and Art Building Renovations Program Planning Committee Member
2015	Ford Foundation Southwest Denver Corridors of College Success Collective Impact Planning Committee Member
2014-2015	Colorado Community College System Deans' Council Vice Chair
2013-2015	American Association of Women in Community College Mile High Chapter Recorder

2013-2015	Colorado Community College System Deans' Council Recorder
2014	Lumina Foundation Denver Collective Impact Charter Planning Committee Member
2013-2014	Auraria Campus King Center Advisory Committee Member
2012-2013	Philanthropic Education Organization Chapter BH Treasurer
2010-2012	Aurora Fox Theater Board Member

## **Select College Leadership and Engagement**

Inclusive Excellence Leadership Team Co-convenor, Community College of Denver  
 Title IX Investigator, Community College of Denver  
 Public Information Officer, Community College of Denver  
 Prioritization and Operations Group Co-convenor, Community College of Denver  
 EAB Navigate Program Co-Lead, Community College of Denver  
 Ad Astra Schedule Program Co-Lead, Community College of Denver  
 Career and Technical Education Advisory Committee Member, Community College of Denver  
 Diversity and Inclusion Council Member, Community College of Denver  
 President's Cabinet Member, Community College of Denver  
 Higher Learning Commission Oversight Committee Member, Community College of Denver  
 Emergency Planning Committee Member, Community College of Denver  
 Higher Learning Commission Steering Committee Member, Community College of Aurora  
 Chairs Council Member, Community College of Aurora  
 Global Initiatives Committee Member, Community College of Aurora

## **Professional Affiliations (Present and Past)**

American Association of Women in Community Colleges (AAWCC)  
 Association for the Study of Higher Education (ASHE)  
 College Personnel Association of Colorado (CPAC)  
 Colorado Network of Women Leaders' Academic Management Institute (AMI)  
 American Council on the Teaching of Foreign Language (ACTFL)  
 Colorado Congress of Foreign Language Teachers (CCFLT)  
 Idaho Association of Teachers of Language and Culture (IATLC)

## **Additional Skills & Training**

Bilingual English and Spanish  
 Intermediate Reading, Writing, Speaking, and Listening Comprehension in French  
 Basic Reading, Writing, Speaking, and Listening Comprehension in Italian  
 IS 100 HE: Introduction to the Incident Command System for Higher Education  
 IS 200: ICS for Single Resources and Initial Action Incidents  
 ICS 100: Introduction to Incident Command System  
 ICS 402: Incident Command System Overview for Executives/Senior Officials



ICS 700: National Incident Management System (NIMS)

G290: Basic Public Information Officer

G291: Joint Information Systems/Joint Information Center Planning for Public Information Officers

**Aurora Immigrant And Refugee Commission**

**Applicant Package - At Large**

Aurora Immigrant And Refugee Commission - At Large

**Term:**01 Feb 2023 - 31 Jan 2025

**Positions Available:** 2

**Number of applicants in this package:** 1

- Jennings, Colleen

Date Received: 11/17/2022

Registered Voter & Resident of Aurora

03/07/2022 Ward: 3 County: Arapahoe

*Tristen Sheptock*

**Name :**Jennings, Colleen

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :**Aurora Immigrant and Refugee Commission

**Date of Birth :** [REDACTED]

**Home Phone Number :** [REDACTED]

**Work Phone Number :** [REDACTED]

**How long have you lived in Aurora? :**18 years

**Are you registered to vote? :**

Yes

**Years of Education Completed :**20

**Degree(s) Received :**

Master's in Political Science, Master's in Education Leadership, BA in Organizational Management in Christian Leadership

**College(s) Attended :**

University of Colorado Denver, NorthCentral University, Colorado Christian University

**Employer Name :**Colorado Early Colleges

**Employer Address :**321 Inverness Dr S, Englewood, CO 80112

**Current Position :**Middle School Enrichment Teacher

**Years with Current Employer :**3 months

**Work Experience :**

I teach at several different positions. I have been an adjunct at Front Range Community College for Political Science and American Government since 2020 and have recently applied to teach the same at CEC Castle Rock and Parker schools. I am also a substitute at CEC Inverness. I teach English as a Second Language online to students all over the world with Cambly, Inc since January 2020 and I taught ESL to K12 students for a Chinese company called DaDaABC for 3 & 1/2 years until the country laws changed. I have been teaching swimming at Club Greenwood since last April and I taught swimming at the Trails Recreation Center in Centennial for 13 years. I was a scorekeeper for adult softball for the City of Aurora Adult Sports & Recreation for 6 years until the position was closed. I was a homeschool mother of 5 who stayed home to teach her own, although we used the public schools and other programs to enhance our learning experience. My youngest is almost 17.

**Certification(s) :**American Red Cross CPR/First Aid English as a 2nd Language

**How are you involved in your community? :**

I have been extremely involved in the Aurora community from 2002-2018, including the following: Volunteer softball coach City of Aurora Youth Sports 3 years. My son played baseball in the City of Aurora Youth League from preschool to age 15 and I kept score regularly. I was a member of Colorado Community Church and participated as a MOPs mentor mom for 3 years, was on the worship team for over 5 years connecting with other churches and ministries and performing "At the Table" for the official City of Aurora Martin Luther King, Jr. celebration 3 years in a row. I was on the fundraising board for Prison Fellowship in the Western US for approximately 2 years. I began the women's bible study at Colorado Community Church Aurora and was the coordinator for their first women's retreat. I helped launch their Celebrate Recovery Ministry where I served as a worship and small group leader for a year before returning to college to complete my education. When we lived in Cincinnati Ohio (1992-2001), I participated in the Interfaith Jail Ministry visiting inmates on Sunday morning; I was a tutor and mentor for inner-city middle/high school students with the Cincinnati Youth Collaborative. At our church, Vineyard Community, we conducted many outreach projects and I served as a recovery group leader for our Christian 12-Step program and also as a small group leader for women. Starting in 2019 as an extension of my master's project entitled "Hungry Scholar", I incorporated an English language support system for students in Afghanistan, Pakistan and the region, engaging over 20 volunteers to communicate via WhatsApp. This comes out of a group that was formed around 2015 that we call FROGs (I can't remember why we call it that now!) that reaches out to Muslim refugees, and some members are extremely active in Colorado and other areas assisting refugees. It was my hope to establish a career assisting refugees however that path has proved quite difficult, so I still offer my services as a volunteer.

**List your interests and activities. :**

Yoga, swimming, guitar & singing, education policy, foreign policy & international relations. My research into global and local events is consistent and exhaustive.

**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 traveled to the Middle East and to Greece to research their refugee and immigration problems but in the US, we are having similar issues due to population displacement. Most Americans don't know the responsibilities that are placed on the community to welcome and integrate refugees. Most people think they are extracting social benefits and need to be educated and included in the process of integration. America is a pluralistic nation that accepts people of every race, nationality and creed according to the standards set by immigration and refugee law, but we need to do a better job of integrating new people and creating bonds with fellow citizens. I want to bring my knowledge and experience

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

6-8 hours

**Do you have any conflicts of interest that should be disclosed? :**

No

If yes, please explain :N/A

**Reference 1: Full Name, Phone Number and Address :**

Todd Steinkamp, [REDACTED]  
[REDACTED]  
[REDACTED]

**Reference 2: Full Name, Phone Number and Address :**

Ryan Bailey Aquatics Supervisor Trails Recreation Center [REDACTED]  
[REDACTED]

**Reference 3: Full Name, Phone Number and Address :**

Crystal Garland Director of Aquatics ClubGreenwood [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 :**

Colleen Jennings

**Time of Submission :**11/17/22 12:49:18 PM

**Attachments:**

- Colleen-Jennings Resume 10.22.pdf

# Colleen Jennings



Experienced Education Facilitator practiced at coaching and tutoring students with an emphasis on research and critical writing skills. Personable innovative teacher with expertise in helping students develop creative talent and persevere through educational challenges.

## Summary of Skills

- Student management
- Online course experience
- Social media proficiency
- Class presentations
- Goal setting
  
- Lesson plan development
- Multi-media instruction
- Learning strategies
- Testing and evaluation
- Individual focused

Authorized to work in the US for any employer

## Work Experience

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### **Middle School Enrichment Teacher/Substitute/Tutor**

Colorado Early Colleges - Englewood, CO  
August 2022 to Present

Teach Music Technology and Microsoft 365 Certificate Course to 7th grade homeschool students in a one day per week enrichment program. Substitute teach high school classes. Assist students with academic questions and monitor individual testing in the tutoring center.

### **Online Instructor**

PhoenixTS - Columbia, MD  
June 2022 to Present

Teacher leadership training courses to cyber-security personnel using Adobe Connect platform. Courses include topics such as Influence in the Workplace and Decision-Making for Professionals. Courses consist of 1-3 full day sessions online. Function as independent contractor.

### **Swim Instructor**

Club Greenwood - Greenwood Village, CO  
April 2022 to Present

Teach group and private lessons to students of all ages and levels. Manage private lesson schedule and communications to private lesson clients.

### **Political Science Adjunct**

Front Range Community College - Westminster, CO

August 2020 to Present

Teach political science and American government to community college students using D2L platform for content organization and Zoom for weekly lectures. Develop weekly discussion topics that guide students toward writing the APA paper and slide presentation. Courses explore a wide range of political science or American government topics to give students an overview of subjects that contribute to the field. End product is a 8 page APA paper and 10-12 slide presentation attempting to solve a political problem.

### **Online ESL Teacher**

Cambly Inc - San Francisco, CA

January 2020 to Present

Teach English as a Second Language to children and adults of all levels using Cambly online teaching platform. Manage schedule, reservations and contribute additional teaching content personalized to student curriculum.

### **Swim Teacher**

Meadowbrook Swim Club - Baltimore, MD

May 2018 to Present

- Teach group and private swim lessons to all ages and levels.
- Provide excellent customer service giving regular feedback and recommendations to parents and students.
- Prepare students for conditioning and competitive swimming.

### **Education Leader**

Jennings Homeschool - Cincinnati, OH

August 1998 to Present

and Aurora, CO

- Use a combination of education approaches including online school with five children through high school.
- Create individualized approaches to improve understanding and critical thinking with a focus on essay writing.
- Utilize a classical Socratic and dialectic learning approach toward unit study completion.
- Engage online and community programs for anytime learning and holistic outcomes.

### **ESL Teacher**

DaDa ABC - Beijing, CN

September 2018 to December 2021

China

- Teach English reading, writing and speaking to preschool and elementary Chinese students using online learning platform and Pearson's Longman curriculum.
- Provide sample class with evaluations for potential students as well as private ongoing sessions.
- Utilize body language, facial expressions and gestures to interact with students.
- Include extra activities to make lessons interesting, engaging and increase learning.

### **Swim Instructor**

Trails Recreation Center - Centennial, CO

February 2005 to May 2018

- Teach group and private swim lessons to all ages and levels including adults with fear of water and students with special needs.
- Provide customer service to an internationally diverse clientele.
- Schedule and manage private lessons and communications working closely with families to achieve goals.

### **Denver Math Fellow**

Denver Public Schools - Denver, CO

August 2016 to October 2016

- Assist in start-up IB middle school establishing Denver Fellows program with diverse student population.
- Tutor small groups of 6th grade students in math labs tracking performance and creating data reports.
- Capitalize on student strengths to overcome language and personal learning challenges.
- Work with homeroom teacher in managing personalized literacy coaching and assessment.
- Monitor and engage students in hallways and during lunch, recess and after-school detention.

### **Language Arts Tutor and Mentor**

Cincinnati Youth Collaborative - Cincinnati, OH

September 1992 to May 1994

- Work with small group of 8th grade gifted inner-city students developing composition writing skills.
- Continue mentoring relationship with two students in high school freshman year providing social and academic support.

### **Literacy and ESL Tutor**

Cypress Community College - Cypress, CA

October 1991 to May 1992

- Work in tutoring center with freshman and sophomore college students assisting academic writing for English and History courses.
- Assist ESL students from diverse backgrounds improve English reading comprehension and writing skills.

## **Education**

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### **Master of Education in Leadership**

Northcentral University - Scottsdale, AZ

2018

### **Master of Liberal Arts in Political Science**

The Learning Center of Lebanon

2018

### **Bachelor of Arts in Islamic Politics and Culture**

University of Colorado Denver - Denver, CO

2013

Colorado Christian University - Lakewood, CO

### **Leadership**

College of Adult and Graduate Studies



## Skills

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- LEARNING PLATFORMS
- ONLINE LEARNING
- ACROBAT
- ADOBE ACROBAT
- PDF

## Certifications and Licenses

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### **CPR/AED/First Aid for Professional Rescuers and Health Care Providers**

April 2018 to April 2020

### **Social Justice Training Institute**

July 2016 to Present

### **Tutoring Techniques**

September 2001 to Present

## Additional Information

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### Technical Skills

- PowerPoint and Adobe Creative Cloud InDesign presentations
- Adobe Acrobat, PDF-Xchange Editor, Microsoft Word reading, writing, editing and form-fill
- Blackboard, NCUOne, Canvas and Moodle online learning platforms
- Facebook Messenger, Skype, TeamSpeak, WhatsApp and Discord online communication platforms
- Graphic media documents and online creation



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> WETCO Farms Purchase and Sale Agreement
<b>Item Initiator:</b> Erich Fowler, Water Resource Specialist II, Aurora Water
<b>Staff Source/Legal Source:</b> Dawn Jewell, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.3--Pursue a water resource aquisition and delivery plan

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS AND REAL PROPERTY BETWEEN THE CITY OF AURORA AND WETCO FARMS, INC.

Dawn Jewell, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

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

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

### 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

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

On December 8, 2003, City Council approved a resolution ratifying, affirming, and declaring the City of Aurora's Intent to appropriate and to put to beneficial use, water rights and water storage rights in the South Platte River basin.

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

Water Resources staff has negotiated the Contract for Purchase and Sale of Water Rights of three shares of stock in the Lower Latham Ditch Company, three and one-half shares of stock in the Lower Latham Extension Ditch Company, one share of stock in the Lower Latham Reservoir Company, and 383 acres of land, as represented by certificate numbers 1507, 1634, 408, 1042 and by WETCO Farms Inc. Together, these shares are expected to yield an average of 148.7 acre-feet (AF) of consumptive use (CU) water per year, and a dry year average 124.3 AF of CU water per year. Staff has negotiated a purchase price of \$7,750,000.00 for the water and associated lands. This purchase price corresponds to a unit cost of \$18,494.00 per average AF and \$22,124.00 per dry year AF, which is consistent with market guidelines and goals set forth in the Water Acquisition Plan. This purchase has an expected closing date of March 31st, 2023.

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## 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.)*

### 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 this purchase and sale agreement will be from the Capital Improvement Program, Water Fund in the amount of \$7,750,000.00.  
Org/Account/JLC/: 52381/67300, 67210/526652

### 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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## QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora APPROVE A RESOLUTION for the Purchase and Sale Agreement for water rights and real property between the City of Aurora and WETCO Farms, Inc.?

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## **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). All water rights acquisitions of \$1,000,000 or more must be approved by formal City Council action and signed by the Mayor (Business Policy Memorandum No. 4-14) (Best).

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS AND REAL PROPERTY BETWEEN THE CITY OF AURORA AND WETCO FARMS, INC.

WHEREAS, WETCO Farms Inc. (“Sellers”) are the owners of three shares of stock in the Lower Latham Ditch Company represented by certificate numbers 1507 and 1634, three and one-half shares of stock in the Lower Latham Extension Ditch Company represented by certificate number 408, and one share of stock in the Lower Latham Reservoir Company represented by certificate number 1042, as well as the water derived therefrom and including all beneficial rights, title, and interests in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates, and all other assets, rights, title, or interests represented (collectively the “Water Rights”); and

WHEREAS, Sellers are also the owners of approximately three hundred and eighty three (383) acres of land, located in Weld County, Colorado, including all rights, benefits, privileges, easements, tenements, hereditaments, reversions, remainders, rights-of-way and other appurtenances and improvements located on the land (the “Real Property”); and

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“City”), intends to purchase both the Water Rights and Real Property and has the need and necessity for the water represented by the Water Rights and Real Property now owned by the Sellers for the purpose of supplying water for municipal uses by the City’s inhabitants; and

WHEREAS, the contemplated purchase price for both the Water Rights and Real Property is seven million seven hundred fifty thousand dollars (\$7,750,000.00); 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. All water rights acquisitions of \$1,000,000 or more must be approved by formal City Council action and signed by the Mayor (Business Policy Memorandum No. 4-14).

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

Section 1. The Purchase and Sale Agreement for Water Rights and Real Property between the City and Wetco Farms, Inc. 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

**PURCHASE AND SALE AGREEMENT  
(Water Rights and Real Property)**

This Purchase and Sale Agreement (Water Rights and Real Property) ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between WETCO Farms Inc., a Colorado corporation, whose principal place of business is located at 2055 1<sup>st</sup> Avenue, Greeley, Colorado 80631 ("Seller"), and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012-1555 ("Buyer"). Seller and Buyer shall be referred to herein as "Party", and collectively as "Parties".

**Recitals and Representations**

**WHEREAS**, Seller represents that it is the owner of unencumbered marketable title to the following: three (3) shares of stock in the Lower Latham Ditch Company, represented by certificate number(s) 1507 & 1634; three and one-half (3.5) shares of stock in the Lower Latham Extension Ditch Company, represented by certificate number(s) 408; and one (1) shares of stock in the Lower Latham Reservoir Company, represented by certificate number(s) 1042 (collectively or individually, as the context requires, the "Ditch" or "Reservoir Companies") (such shares, collectively, the "Subject Stock"), the water derived therefrom, and all beneficial rights, title, and interests in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates, and all other assets, rights, title, or interests represented by the Subject Stock (collectively with the Subject Stock, hereinafter referred to as the "Subject Water Rights"), and

**WHEREAS**, Seller represents that it is the owner of unencumbered marketable title to approximately 383 acres of land, located in Weld County, Colorado as more specifically described on Exhibit A attached hereto (the "Land"), together with Seller's interest in and to all rights, benefits, privileges, easements, tenements, hereditaments, reversions, remainders, rights-of-way and other appurtenances and improvements located on the Land (the "Real Estate"); and

**WHEREAS**, Seller represents that the water derived from the Subject Stock is and has been used to irrigate the Real Estate; and

**WHEREAS**, Buyer is a Colorado municipal corporation, and as such has a need and necessity for the Subject Water Rights and Real Estate for the purposes of supplying water for municipal and other uses to the inhabitants of the City of Aurora, Colorado (the "City") and others; and

**WHEREAS**, Buyer is desirous of purchasing the Subject Water Rights, Real Estate and any equipment, machinery, supplies, materials, entitlements, approvals, licenses, plans, specifications or permits located on or related to the Real Estate other than the Concrete Block as defined in Section 5.2.2(h) below (the "Personal Property") all upon the terms and conditions as hereinafter described.

**NOW THEREFORE**, in consideration of the foregoing recitals and representations and in consideration of the covenants, promises, payments and agreements herein set forth the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Sale and Purchase.** Subject to the terms and conditions hereinafter provided, Seller hereby agrees to sell the Subject Water Rights, Real Estate and Personal Property (the "Property") and make Seller's covenants and obligations hereunder to Buyer.

2. **Purchase Price.** The "Purchase Price" for the Property and Seller's covenants and obligations hereunder is \$7,750,000.

3. **Title and Title Review.**

3.1 The Parties agree that in order to consummate the transaction contemplated by this Contract, title to the Property must be unencumbered and marketable in Seller so the Real Estate (subject to the Permitted Exceptions as defined below), and the Water Rights may be delivered free, clear and unencumbered in any way to Buyer and that Buyer's obligations under this Contract are specifically conditioned and contingent on Seller possessing such title prior to Closing. Notwithstanding any other provisions of this Contract, if Seller does not have such free and unencumbered and marketable title in the Property, Buyer may terminate this Contract, in which case all earnest money, partial payments and any other funds placed in escrow, if any, with Escrow Agent (as defined in Section 5.1 below) by Buyer shall be immediately refunded to Buyer.

3.2 On or before the date that is five (5) days after the Effective Date (as defined in Section 39 below), Seller shall deliver to Buyer: (i) a complete copy of the certificate(s) for the Subject Stock (front and back); (ii) a copy of any and all leases or other possessory interests held by third parties in the Real Estate or the Subject Water Rights and written disclosure of any such other leases or possessory interests of which Seller has knowledge; (iii) a copy of Seller's most current title insurance information and survey of the Real Estate, if applicable, including all agreements, easements, permits, licenses, contracts or ground leases; and (iv) written consent in a form acceptable to Buyer consenting to Buyer's review of the Ditch or Reservoir Companies' records as relates to the ownership and status of the Subject Stock. Buyer may obtain a current title insurance commitment (the "Commitment") for an American Land Title Association ("ALTA") extended coverage policy (the "Title Policy"), written by the Title Company (as defined in Section 5.1 below) in the amount of the Purchase Price, agreeing to insure good and marketable title in Real Estate. Buyer agrees it will be responsible for the costs of any evaluation of any materials necessary to determine the status of the Subject Stock, Real Estate and Personal Property. Seller hereby further consents to Buyer's lawful actions in obtaining information related to notes, mortgages, deeds of trust, encumbrances, liens, taxes or any other claims upon the Property and agrees to provide to Buyer such other documents as Buyer may reasonably request to prove Seller owns the Subject Stock and that Seller can deliver the same free and clear of all encumbrances at Closing.

3.3 Buyer may give written notice to Seller, or Seller's attorney, of its disapproval, in Buyer's sole discretion, of any matter contained in the Commitment and/or a survey of the Real Estate, if obtained by Buyer ("Objection Notice"). If Buyer provides an Objection Notice to Seller on or before the expiration date of the Due Diligence Period (as defined in Section



4 below). Seller shall have ten (10) days from the receipt of such Objection Notice to cure the objections or defects so specified (which cure may include the Title Company's commitment to issue a commercially reasonable endorsement over such defect and/or Seller's commitment to cause an encumbrance to be released at Closing, including through the use of proceeds from the Purchase Price), or notify Buyer that it does not intend to cure any such objections. If Seller (i) fails to cure any objection described in an Objection Notice to Buyer's satisfaction, (ii) notifies Buyer that it does not intend to cure an objection, or (iii) fails to respond within such ten (10) day period (which failure to respond shall operate the same as if Seller had notified Buyer that it does not intend to cure any objections), then Buyer shall have five (5) business days following the end of such ten (10) day period in which to either: (I) terminate this Contract by delivery of written notice to Seller and to the Title Company so stating, whereupon any partial payments and any other funds placed in escrow, if any, with Escrow Agent by Buyer shall be immediately refunded to Buyer and this Contract shall thereafter be of no further force and effect; or (II) waive such objections or defects in writing, in which event the parties shall proceed to Closing, any such uncured objection(s) shall thereafter be deemed a Permitted Exception, and this Contract shall continue in full force and effect. Any matter of title shown on the Commitment other than those that the Title Company has agreed to remove or the Seller has agreed to remove or cure in response to an Objection Notice are referred to herein as a "Permitted Exception" to title. Seller shall cause the Commitment to be updated by the Title Company at Seller's expense, within ten (10) days prior to the Closing. Buyer shall have five (5) days after receipt of such updated Commitment in which to review the same for any exceptions on such updated Commitment that were not included on the initial Commitment reviewed and approved by Buyer ("New Exceptions"). To the extent Buyer objects to any such New Exception, then Buyer shall provide written notice to Seller of such objection within said five (5) day period after receipt of the updated Commitment, and Seller shall then have until the Closing Date in which to cause the same to be removed or cured (such cure to be as provided in subsection (c) below). If Seller is unable or unwilling to cause such New Exception to be removed or cured, Buyer shall have the right, in its sole discretion, to either: (i) terminate this Contract, whereupon any partial payments and any other funds placed in escrow, if any, with Escrow Agent by Buyer shall be immediately refunded to Buyer and this Contract shall thereafter be of no further force and effect; or, (ii) proceed to Closing and either, (A) waive such objections or defects in writing in which case such matters shall be considered Permitted Exceptions and/or (B) solely in the event that Seller voluntarily agrees to the recordation of such New Exception, apply a portion of the Purchase Price to pay off or otherwise cure any such defect or encumbrance at Closing. In the event that Buyer elects to proceed to Closing, the date scheduled for the Closing shall be extended a reasonable number of days.

3.4 If in Buyer's sole opinion, Seller's title to the Property is encumbered (except for the Permitted Exceptions) and/or not merchantable, Buyer shall give notice thereof in writing to Seller on or before the expiration of the Due Diligence Period, as defined in Section 4, below. Seller will then have ten (10) business days to correct the defects. If at the end of such ten (10) business day period, title is not rendered unencumbered (except for the Permitted Exceptions) and merchantable, in Buyer's sole good faith opinion, then Buyer shall have the right, in its sole discretion to either: (i) terminate this Contract by a written notice delivered to Seller and Title Company, whereupon all earnest money, partial payments and any other funds placed in escrow, with Escrow Agent by Buyer shall be immediately refunded to Buyer and this Contract shall thereafter be of no further force and effect; or (ii) proceed to Closing, and waive such objections or defects in writing, in which event the parties shall proceed to Closing, and this Contract shall

continue in full force and effect. Buyer shall make its election among the options described above on or before the fifth (5th) business day following the end of such ten (10) business day period.

4. Due Diligence Period.

4.1 The due diligence period runs beginning on the Effective Date (as defined in Section 39 below), until the date that is sixty (60) days thereafter (the "Due Diligence Period"). During the Due Diligence Period, Buyer may terminate this Contract for any reason or no reason.

4.2 To the extent not previously provided by Seller to Buyer, on or before the date that is ten (10) business days after the Effective Date, Seller will deliver to Buyer the following documents related to the Property to the extent they are in Seller's possession or control and are not part of public records or included in the materials delivered under Section 3 above: existing surveys; engineering studies and reports; soils, flood, and geotechnical studies, reports, and tests; seismic reports; environmental surveys and reports; warranties and guarantees; all governmental and quasi-governmental permits, approvals, entitlements, zoning documents, notices, reports, citations, non-privileged correspondence (exclusive of invoices, billing information, and similar non-substantive documents); inspection reports; operating records; a copy of any and all leases or other possessory interests held by third parties in the Property (or written disclosure of any such leases or possessory interests if such agreement is not written), and copies of any contracts affecting the Property which would be binding upon Buyer following the Closing; all documents and information related to use of the Water Rights, including historical irrigation records and dry-up reports; any other documents materially related to the Property, including any environmental assessments (collectively, the "Seller Deliveries").

5. Closing.

5.1 Closing Date. The closing on this Contract (the "Closing") is scheduled to occur on the day that is thirty (30) days following the end of the Due Diligence Period or such other date as mutually agreed to by the Parties as the same may be extended as provided for in Section 3.4 (the "Closing Date") at the offices of Land Title Guarantee Company or such other company as selected by Buyer ("Escrow Agent" and "Title Company") or such other escrow agent or title company as the Parties may mutually agree.

5.2 Closing Deliveries.

5.2.1 At Closing, Buyer shall deliver or cause to be delivered to Escrow Agent: (1) the Purchase Price, subject to prorations as provided for under this Contract; and (2) such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Contract and/or satisfy the Title Company's requirements for issuance of the Title Policy.

5.2.2 On or before the Closing Date, Seller shall deliver to the Escrow Agent each of the following items:

- (a) The original certificate(s) for the Subject Stock;

- (b) A special warranty deed for the Subject Water Rights from Seller to Buyer with respect to the Subject Stock substantially in the form attached hereto as Exhibit B (the "Deed");
- (c) A share assignment agreement for the Subject Stock from Seller to Buyer and, to the extent that title to the Subject Stock is held by a lender or other third party, an assignment from such third party either to Seller or Buyer, all in forms mutually agreed upon by the Parties and acceptable to the Ditch or Reservoir Companies, which assignment shall include the appointment of an officer of the Ditch or Reservoir Companies as attorney-in-fact with authority to change the ownership records of the Ditch or Reservoir Companies with respect to the Subject Stock (the "Share Assignment");
- (d) A special warranty deed for the Real Estate from the Seller to the Buyer, the form of which shall be agreed to by Buyer and Seller during the Due Diligence Period. Such Special Warranty Deed shall transfer the Real Estate together with all overburden, sand, gravel, aggregate and other minerals on, under or appurtenant to the Real Estate from the surface grade of the land to the bedrock ("Sand and Gravel") but reserving unto Seller all of Seller's interest in all subsurface minerals, mineral rights, hydrocarbons, oil and gas of every kind other than Sand and Gravel; provided however, such reservation of mineral rights shall not include any right for the Seller to utilize the surface estate of the Real Estate (the "Land Deed");
- (e) A bill of sale and general assignment, conveying good and marketable title to all Personal Property to Buyer in the form attached hereto as Exhibit C;
- (f) An estoppel or other documentation from the Ditch or Reservoir Companies in forms acceptable to Buyer and approved during Buyer's Due Diligence Period certifying that: (A) all assessments due with respect to the Subject Stock are paid in full; (B) the Subject Stock is validly issued and outstanding in the name of Seller; and (C) the Ditch or Reservoir Companies shall permit the transfer of the Subject Stock to Buyer;
- (g) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Contract and/or satisfy the Title

Company's requirements for issuance of the Title Policy to Buyer; and

- (h) A land license or other similar document prepared by Buyer, in the form agreed to by Buyer and Seller prior to the expiration of the Due Diligence Period, for the sole purpose of permitting Seller to remove approximately two hundred (200) tons of concrete block located in the south east corner of the Land and east of Highway 34 on the former feedlot site (the "Concrete Block"). The land license shall provide that if Seller fails to cause the Concrete Block to be removed within 1 year after the Closing Date, the Concrete Block shall become the property of Buyer.

5.2.3 Each Party shall further execute and deliver such documentation as may be reasonably requested by Escrow Agent or Title Company. Seller shall, at Seller's expense, cause the Title Company to issue the Title Policy promptly after the Closing. Title Company shall record the Deed and Land Deed.

5.2.4 Buyer's obligation to close under the Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "Buyer's Closing Conditions"):

- (a) The Title Company shall be prepared and irrevocably committed in writing to issue to Buyer the Title Policy subject only to the Permitted Exceptions and with all endorsements requested by Buyer or agreed to by Seller in satisfaction of Buyer's Objection Notice.
- (b) Seller's cure of any title matters on or before Closing, if Seller has agreed to cure such title matters.
- (c) Seller's representations and warranties in this Contract shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.
- (d) Seller shall have timely performed all covenants and obligations and timely complied with all conditions required by this Contract to be performed or complied with by Seller on or before the Closing Date, including without limitation timely delivery of all of Seller's Closing Deliveries to the Title Company.
- (e) There shall not be pending any threatened litigation which, if determined adversely, would restrain the consummation of any of the transactions contemplated by this Contract or



declare illegal, invalid, or nonbinding any of the covenants or obligations of the Seller or adversely affect the Property or Buyer's use of the Property.

- (f) Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 12 months a debtor in any bankruptcy proceeding.
- (g) There shall be no parties in possession of the Property.

5.2.5 If any of Buyer's Closing Conditions are not met, Buyer may either, in Buyer's sole discretion: (i) waive the applicable Buyer's Closing Condition and proceed to Closing on the Closing Date, (ii) extend the Closing Date to a date selected by Buyer, in Buyer's sole discretion, to allow Seller to cure or satisfy such Buyer's Closing Condition, (iii) terminate this Contract and receive a return of all earnest money, partial payments and any other funds placed in escrow, or (iv) if such failure constitutes a default by Seller, exercise any or all of its rights and remedies set forth in this Contract.

6. Ditch Assessments; Prorations; Taxes.

6.1 Seller agrees to fully pay and continue to pay, or cause to be paid, any and all ditch assessments associated with and accruing to the Subject Stock through and including the Closing Date. At Closing, Buyer agrees to assume any such future obligations for assessments incurred from and after the Closing Date.

6.2 All real and personal property taxes related to the Real Estate (if any) shall be prorated and adjusted as of 11:59 PM on the day prior to the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Seller shall pay at or before Closing all real and personal property taxes (including prorated property taxes of the current year) and special assessments, if any, which are attributable to the period before the Closing. Any amounts not so paid as of the Closing Date shall be deducted from the Purchase Price and paid to the applicable taxing authorities. All such prorations shall be final as of the Closing Date.

7. Intentionally Omitted.

8. Commissions. Seller will be solely responsible for any and all real estate or other commissions incurred in connection with the transactions contemplated under this Contract including those of the Brokers, as defined below. Seller agrees to indemnify and hold Buyer harmless from the claims of any person or entity (including the Brokers) for real estate commissions, finder's fees, or any similar fees in connection with the transactions contemplated under this Contract. Buyer acknowledges and agrees that Buyer engaged Trevor Thiel to act as the broker for the Buyer. Seller acknowledges and agrees that Seller engaged Terry Wiedeman to act as broker for the Seller. Trevor Thiel and Terry Wiedeman are, collectively, the "Brokers"

9. Closing Costs/Escrow Charges. Buyer shall pay the transfer costs, if any, imposed by the Ditch or Reservoir Companies with respect to the transfer of the Subject Stock. The Parties will each pay one-half of the closing costs of the Escrow Agent and applicable recording costs.

10. Status and Authority of Seller. Seller hereby represents and warrants the following: (a) Seller has full power and authority to enter into this Contract and to carry out the transactions contemplated by this Contract, and (b) this Contract and its execution and delivery to Buyer will not result in a breach of, or constitute a default under, any indenture, loan or credit agreement, mortgage, deed of trust or other agreement to which Seller is a party or otherwise bound.

11. Additional Representations and Warranties of Seller. In addition to Seller's other representations and warranties contained in this Contract, Seller hereby represents, warrants, and agrees that as of the Effective Date, and on the date of Closing, except as may be caused or created by Buyer:

11.1 Seller affirms the representations including those contained in the Recitals and Representations to this Contract;

11.2 Seller is, or as of the Closing shall be, the sole owner of the unencumbered marketable title to the Subject Stock, the Subject Water Rights, the Personal Property, and, subject to the Permitted Exceptions, the Real Estate;

11.3 The water derived from the Subject Stock has been historically used to irrigate the Real Estate;

11.4 There is no pending judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Property or in which Seller is or will be a party, including proceedings for or involving condemnations, eminent domain, or to the best of Seller's knowledge threatened, which in any manner affects the Property;

11.5 The execution and delivery of this Contract and the performance of all obligations hereunder by Seller do not and will not require any consent or approval of any third party, and do not and will not result in a breach of, or constitute a default under, any indenture, loan or credit agreement, mortgage, deed of trust or other agreement; and

11.6 Seller has received no written notice of any violations of any law, code, ordinance, rule or regulation or insurance policy affecting the Subject Stock or the Real Estate;

11.7 There are no leases, subleases, licenses, contracts, unrecorded easements, or other agreements, written or oral, regarding the Subject Stock or the Real Estate, or granting to any party or parties the right to use or occupy all or any portion of the Subject Stock or the Real Estate that will be effective as of the Closing Date. There are no parties in possession of or entitled to possession of the Subject Stock or the Real Estate;

11.8 Seller is not bankrupt or insolvent, and has not filed for and is not involved in any voluntary or involuntary proceeding in bankruptcy under any applicable laws; and

11.9 To the best of Seller's knowledge, the Seller Deliveries provided by Seller are materially complete, and Seller did not knowingly withhold any material Seller Deliveries from, or fail to disclose any material Seller Deliveries to, Buyer. Notwithstanding the foregoing, Seller makes no representation or warranty, express, written, oral, statutory, or implied, with respect to the accuracy of any third-party documents or reports provided by Seller as Seller Deliveries.

12. Seller's Covenants.

12.1 Seller shall provide information and records of water use concerning the Subject Water Rights to be used by Buyer in the change of water rights process in Water Court. Seller shall testify truthfully on behalf of Buyer without subpoena or payment of witness or expert witness fees at any deposition, motions hearing or trial involving the Subject Water Rights. Seller on behalf of itself, its officers, directors, employees, agents or any party controlling, controlled by or under common control with Seller agrees not to file a statement of opposition to any application filed by Buyer to change the Subject Water Rights or to any application to use the Subject Water rights as an augmentation source or source of exchange.

12.2 Between the Effective Date and the Closing Date, Seller shall promptly (but prior to the Closing) notify Buyer in writing of any fact, event, circumstance or action known to Seller (i) which, if known on the Effective Date, would have been required to be disclosed or (ii) the existence or occurrence of which would cause any of Seller's representations or warranties under this Contract not to be correct and complete. Buyer may elect, within three (3) business days after receipt of Seller's notice but prior to the Closing, to terminate this Contract by giving written notice to Seller and Escrow Agent.

12.3 Seller shall not create or consent to the creation of any lien, encumbrance, or other matter affecting title to the Subject Shares or Real Estate without Buyer's prior written consent, which may be withheld in Buyer's sole and absolute discretion.

13. Notices. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service that maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Buyer: City of Aurora  
15151 East Alameda Parkway, Suite 5300  
Aurora, CO 80012-1555  
Attn: City Attorney

with copy to City of Aurora  
15151 East Alameda Parkway, Suite 3600  
Aurora, CO 80012-1555  
Attn: General Manager, Aurora Water

with copy to      Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202-4432  
Attn: Dulcinea Z. Hanuschak, Esq.

To Seller:      WETCO Farms, Inc.  
2055 1st Ave, Greeley, CO 80631  
sales@wetrucks.com  
(970) 371-0799

Attn: Craig Sparrow

with copy to      Kreps Wiedeman  
2221 2nd Ave, Greeley, CO 80631  
krepswiedeman1@aol.com  
(970) 356-3943

Attn: Terry Wiedeman

Notices shall be effective (x) the next day following the date sent by an established express delivery service that maintains delivery records requiring a signed receipt, (y) upon receipt by the addressee of a hand delivery, or (z) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

14. No Warranty Concerning Tax Status. Although this Contract does not contemplate the payment of interest by Buyer, in the event that any interest would be paid, Buyer makes no warranty nor guarantee that any such interest paid as a result of any transaction would be excusable from gross income or federal, state or local income tax purposes.

15. Amendment. This Contract may be modified, amended, changed or terminated in whole or in part only by written agreement duly authorized and executed by each of the Parties with the same formality as this Contract and restating this Contract, as so amended, in its entirety.

16. Waiver. Any waiver of any breach of any provision of this Contract by any Party shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Contract.

17. Entire Agreement. This Contract represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Contract.

18. Headings for Convenience Only. Paragraph headings and titles contained herein are intended for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.



19. Binding Effect and Assignability. This Contract and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, if any. Seller may not assign its rights or delegate its duties hereunder without the prior written consent of Buyer, which Buyer may withhold in its sole discretion. Any assignment of the Contract by Buyer shall be in writing duly authorized and executed by the Parties with the same formality as this Contract and restating this Contract, as so amended, in its entirety memorialized by a restatement of this Contract in its entirety. Buyer shall be entitled to assign its rights and obligations hereunder without the consent of Seller.

20. Governing Law and Venue. This Contract and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Contract, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

21. Survival of Representations. Each and every representation, warranty, covenant, promise, and payment contained in this Contract shall not merge in any deed, assignment, covenant, escrow agreement, easement, lease or any other document, but shall survive each nevertheless at the Closing, and be binding and obligatory upon each of the Parties.

22. Recording. Following the execution of this Contract between Seller and Buyer, Buyer may cause this Contract, or a memorandum thereof, to be recorded with the Weld County Clerk and Recorder's Office. Notwithstanding this provision, at Closing, Buyer shall record the Deed and Land Deed with the Weld County Clerk and Recorder's Office.

23. Multiple Originals. This Contract may be simultaneously executed in any number of counterparts, each of which shall be deemed an original, but all of which constitute the same agreement.

24. Definitions and Interpretations. Except as otherwise provided herein nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

25. No Construction Against Drafter. This Contract has been prepared by the combined efforts of Seller and Buyer and their respective legal counsel as Seller and Buyer so desired, accordingly the Parties agree there shall be no construction against the drafter of this Contract should any dispute arise.

26. Sole Obligation of Utility Enterprise.

26.1 This Contract shall never constitute a general obligation or other indebtedness of the City of Aurora (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

26.2 In the event of a default by the City's Utility Enterprise of any of its obligations under this Contract, Seller shall have no recourse for any amounts owed to it against

any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Contract shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

27. Conveyance to City of Aurora. Seller hereby acknowledges and agrees that any deliveries required to be made to Buyer hereunder may, at Buyer's request, be modified to provide for delivery directly to and in the name of the City of Aurora, Colorado.

28. Specific Performance. Remedies available to both Parties regarding any action concerning this Contract will include, but not be limited to, the remedy of specific performance.

29. No Attorney's Fees and Costs. In the event of any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Contract, each Party agrees to be responsible for its own attorney's fees and other professional fees, costs and expenses associated with any such proceedings.

30. Non-Severability; Effect of Invalidity. Each Section in this Contract is intertwined with the others and are not severable unless by mutual consent of Buyer and Seller or as provided for below. If any provision or portion of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties is not destroyed or rendered ineffective thereby, the remainder of this Contract, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

31. Intent of Contract. This Contract is intended to describe the rights and responsibilities of and between Buyer and Seller and are not intended to, and shall not be deemed to, confer rights upon any person or entities other than signatories hereto, or to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of Buyer or any other governmental entity not a party hereto.

32. Non-Business Days. If any date for any action under this Contract is on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date shall be extended automatically until the next business day.

33. Further Assurances. Buyer and Seller will make, execute and deliver such documents and undertake such other and further acts in good faith as may be reasonably necessary to complete the transactions contemplated under this Contract.

34. Recitals and Exhibits. The recitals and exhibits attached hereto are hereby incorporated into this Contract.

35. Ratification by the City Council. The City Manager of the City of Aurora approves this Contract pursuant to Chapter 2, Article III, Section 2-62(b) of the Code of Ordinances of the City of Aurora, subject to the ratification of the City Council of the City of Aurora ("City Council"). Seller acknowledges and agrees that Buyer's obligations under this Contract are expressly contingent and conditioned on such ratification of this Contract by City Council by way of an ordinance or such other means as Buyer determines is necessary in accordance with the Aurora City Code, Charter, or applicable policies.

36. Authority of the City Attorney. By its ratification of this Contract as provided for in Section 35 above, City Council authorizes the City Attorney of the City of Aurora, without further action by City Council, to (i) make any such amendments or other modifications of this Contract as City Attorney may deem necessary for the purpose of extending deadlines provided for in this Contract or effecting non-substantive administrative modifications to this Contract; and (ii) exercise any elections of Buyer as provided for under this Contract; provided, however, that City Attorney may not make any such amendment or modification which is reasonably expected to increase the amount of the Purchase Price payable by Buyer hereunder.

37. Signatures. The parties agree that Buyer may execute this Contract using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature), and the same shall be deemed as a true and correct original.

38. Joint and Several Liability. If Seller consists of two or more persons or entities, then such parties shall be jointly and severally liable for Seller's covenants, representations, warranties and other obligations under this Contract and requests or demands from any one person or entity comprising Seller shall be deemed to have been made of all such persons or entities.

39. Effective Date. The "Effective Date" shall be the date on which Seller executes this Contract.

40. 1031 Exchange. Seller may consummate the sale of the Subject Stock or Real Estate as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended, provided that: (a) the Closing shall not be delayed or affected by reasons of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Seller's obligations under this Contract; (b) Seller shall effect the Exchange through an assignment of this Contract, or its rights under this Contract, to a qualified intermediary, provided that such assignment shall not release Seller of its obligations hereunder; and (c) Buyer shall not be required to take an assignment of the purchase agreement for other property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. Buyer shall reasonably cooperate in connection with the Exchange, but shall not be required to incur any additional expense or obligation (contingent or otherwise) in connection therewith. Seller shall indemnify, defend and hold harmless Buyer from and against any and all costs (including, without limitation, attorneys' fees), expenses, liabilities, losses and damages incurred by reason of the execution and/or delivery of any Exchange documents, or by reason of participating in the Exchange. The foregoing indemnity shall survive the Closing.

***[Signature Pages Follow]***

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year indicated below.

Buyer:

CITY OF AURORA, COLORADO,  
ACTING BY AND THROUGH ITS  
UTILITY ENTERPRISE

\_\_\_\_\_  
Mike Coffman, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kadee Rodriguez, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR AURORA:

*Ian J Best*

Ian J Best (Feb 23, 2023 11:31 MST)

\_\_\_\_\_  
Ian Best, Assistant City Attorney

Feb 23, 2023

\_\_\_\_\_  
Date

23006233

\_\_\_\_\_  
ACS#

*Dulcinea Z. Hanuschak*

\_\_\_\_\_  
Dulcinea Z. Hanuschak, Special Water Counsel

2/23/2023

\_\_\_\_\_  
Date

STATE OF COLORADO     )  
                                      ) ss  
COUNTY OF ARAPAHOE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Mike Coffman, 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)

Signature -1

25077996.4

SELLER:

WETCO FARMS INC.,  
a Colorado corporation

By: *[Signature]*  
PAES, its

Date: 1-9- 2023-

STATE OF WELD/CO )  
COUNTY OF WELD ) ss

The foregoing Contract was acknowledged before me this 9<sup>TH</sup> day of January 2023 by CRIG SPAN as PRESIDENT of WETCO Farms, Inc., a Colorado corporation.

Witness my hand and official seal.

*[Signature]*  
Notary Public

My commission expires: 9-29-26



Signature -2

**Exhibit – A**  
**to**  
**Purchase and Sale Agreement (Water Rights and Real Property)**

**Land**

7395 W2 & THAT PT E2 4 4 63 BEG AT SW COR SEC 4 E3121' ON E & W SEC LN N5280'  
W3121' S5280' TO BEG

Consisting of approximately 383 acres and also known by Weld County Parcel Number  
105104000001.



**Exhibit – B**  
**to**  
**Purchase and Sale Agreement (Water Rights and Real Property) Stock**

**Form of Special Warranty Deed**

When recorded return to:

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**Special Warranty Deed  
(Water Rights)**

This Special Warranty Deed, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between WETCO Farms Inc., a Colorado corporation, whose address is 2055 1<sup>st</sup> Avenue, Greeley, CO 80631 ("Grantor"), and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012-1555 ("Grantee").

**WITNESSETH**, that Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and Grantee's heirs and assigns forever all of the water rights described below (the "Water Rights"):

- (a) The water rights represented by three (3) shares of stock in the Lower Latham Ditch Company, three and one-half (3.5) shares of stock in the Lower Latham Extension Ditch Company, and one (1) shares of stock in the Lower Latham Reservoir Company, each of which is organized and existing under the laws of Colorado, which share(s) are evidenced by Stock Certificate Nos. ☐ (the "Shares") and the water derived therefrom.
- (b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in the Lower Latham Ditch Company, the Lower Latham Extension Ditch Company, and the Lower Latham Reservoir Company represented by said Shares.

**TOGETHER** with all and singular hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained Water Rights, with the hereditaments and appurtenances.





**Exhibit C**

**to  
Purchase and Sale Agreement (Water Rights and Real Property)**

**Form of Bill of Sale**

**BILL OF SALE**

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, WETCO Farms Inc., a Colorado corporation, whose address is 2055 1<sup>st</sup> Avenue, Greeley, Colorado 80631 ("Seller") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, bargains, sells, grants, and transfers to the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012-1555 ("Buyer"), all of its interest in the following personal property, goods, and chattels:

1. All of the equipment, machinery, supplies, materials, entitlements, approvals, licenses, plans, specifications, personal property, goods, fixtures, equipment, improvements, ditches, pipelines, wells, headgates, and measuring devices located on or related to the real property described on Exhibit A attached hereto including the shop, hay shed, pump shed, wells, pumps, propane tanks and the pivot sprinkler but specifically excluding the furniture and personal effects located in the residence located on such real property.
2. All books, records, files, water rights accounting, documents, reports, permits, designs, plans, specifications, blueprints, drawings, manuals, service instructions, diagrams, data, and operating procedures associated with the construction, installation, operation and maintenance of any such property.

TO HAVE AND TO HOLD the same unto the Buyer its successors and assigns forever. Seller covenants and agrees to and with Buyer, its successors and assigns, to warrant and defend the title to the personal property, goods and chattels conveyed herein against all and every person or persons whomever claiming under Seller.

***EXCEPT AS PROVIDED FOR ABOVE, THE PERSONAL PROPERTY, GOODS AND CHATTELS ARE CONVEYED TO BUYER "AS IS, WHERE IS" WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, WHATSOEVER.***

**IN WITNESS WHEREOF**, the Seller has caused this Bill of Sale to be executed and subscribed to by its duly authorized representative.

**SELLER**

**WETCO FARMS INC.,**  
a Colorado corporation

**EXHIBIT – DO NOT EXECUTE**

Date: \_\_\_\_\_

No. 408

3-1/2 (THREE & ONE-HALF) Shares

## Lower Latham Extension Ditch Company

Capital Stock \$3,300.00 PAR VALUE, \$50.00 Per Share Whole Number Share 66

The Public Trustee of Weld County, for the use of Farm Credit Services of the  
THIS CERTIFIES THAT Mountain Plains, FLCA, 1st Lienholder, and Western Equip-  
ment & Truck, Inc., Equity Owners is the

Owner of 3-1/2 (THREE & ONE-HALF) Shares of Fifty Dollars each

in the Capital Stock of **Lower Latham Extension Ditch Company**

Organized under the Laws of Colorado. Stock transferable only on the Books of the Company  
in person or by Attorney in Fact on the surrender of this Certificate.

Witness the corporate seal of said Company and the signature  
of the President and Secretary of Greeley, Colo., this 4th

day of October A. D. 1920.



Rachel Thompson

Secretary

Carl J. Ferguson

President

No. —1634—

INCORPORATED MAY 12, 1871, UNDER THE LAWS OF  
THE STATE OF COLORADO

—2— SHARES

# *The Lower Latham Ditch Company*

CAPITAL STOCK, \$20,000 TWO HUNDRED SHARES, PAR VALUE, ONE HUNDRED DOLLARS EACH

*This Certifies that* —WETCO Farms, Inc.—

is the owner of —TWO— Shares of the Capital Stock of

*The Lower Latham Ditch Company*

fully paid, transferable only on the books of the Company, in person or by attorney  
on surrender of this Certificate properly endorsed.

WITNESS The Corporate Seal of the Company and the signatures of the President  
and Secretary at the office of the Company in Kersey, Colorado, this

14th day of December A. D. 2018

*Carl Lee Hergenrother*  
SECRETARY

*James W. Paul*  
PRESIDENT

No. 1507

INCORPORATED MAY 12, 1871, UNDER THE LAWS OF  
THE STATE OF COLORADO

- 1 - SHARES

## The Lower Latham Ditch Company

CAPITAL STOCK, \$20,000. TWO HUNDRED SHARES, PAR VALUE, ONE HUNDRED DOLLARS EACH.

*This Certifies that* The Public Trustee of Weld County for the use of the Farm Credit

Services of the Mountain Plains, FLCA, as first Mortgagee and WETCO Farms, Inc. a Colorado Corporation, Equity Owner

is the owner of ONE Shares of the Capital Stock of

### The Lower Latham Ditch Company

fully paid, transferable only on the books of the Company, in person or by attorney,  
on surrender of this Certificate, properly endorsed.

WITNESS The Corporate Seal of the Company and the signatures of the President  
and Secretary at the office of the Company in Kersey, Colorado, this

11th day of October A. D. 2001

*Scott K. Thompson*

SECRETARY

*James W. Paul*

PRESIDENT

2465053



No. —1042—

ORGANIZED AUGUST 18, 1898

—1,000— SHARES

*The Lower Latham Reservoir Company*

CAPITAL STOCK, \$15,600 DIVIDED INTO ONE HUNDRED FIFTY-SIX SHARES OF ONE HUNDRED DOLLARS EACH

*This Certifies that* —WETCO Farms, Inc.—

*is the owner of* —ONE— *Shares of the Capital Stock of*

*The Lower Latham Reservoir Company*

*fully paid, transferable in person or by Attorney on the books of the Company only on surrender of this Certificate, properly endorsed. The same is assessable only pursuant to vote of the Stockholders for maintenance and superintendence, expenses and payment of necessary debts of the Company.*

*IN WITNESS WHEREOF, the said Company has caused this Certificate to be signed by its President and Secretary and its Corporate Seal to be affixed at Kersey, Colorado, this* 14th *day of* December *A. D.* 2018

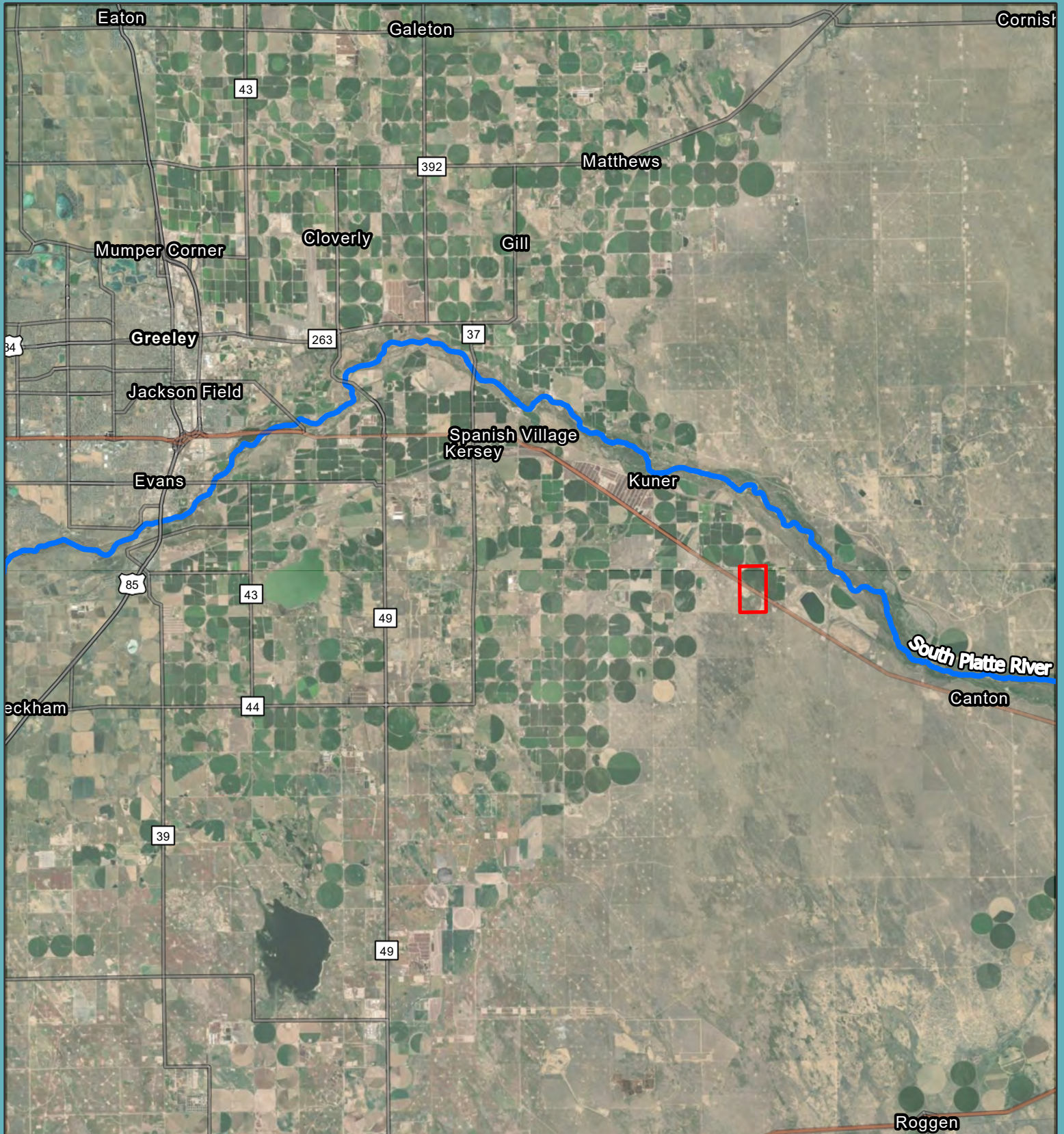
*Kevin Gerratt*

SECRETARY

*Theodore A. Burkman*

PRESIDENT





## WETCO Acquisition

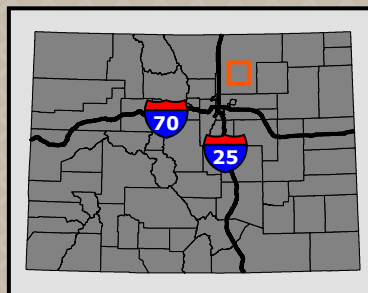
### Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA  
www.auroragov.org | 303-579-2990  
gwhitney@auroragov.org



*Aurora is Worth Discovering!*

February 11, 2023



### Legend

 WETCO

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# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> IGA with CDOT for the Advanced Traffic Signal Controller Project
<b>Item Initiator:</b> Carlie Campuzano, Traffic Manager, Public Works
<b>Staff Source/Legal Source:</b> Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

### ITEM DETAILS:

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 ADVANCED TRAFFIC CONTROLLER PROJECT

Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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### 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<br>Reason for waiver is described in the Item Details field. |  |

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### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Transportation, Airports & Public Works

**Policy Committee Date:** 11/30/2022

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



☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

On the May 28, 2020 TAPS meeting, staff presented the Regional Transportation Operations and Technology (RTO&T) Set-Aside grant opportunity and asked the Committee if they supported applying for a grant to upgrade 175 advanced traffic signal controllers. The Committee supported the grant application.

On the November 30, 2022 TAPS meeting, staff presented the Intergovernmental Agreement (IGA) between the City of Aurora and the Colorado Department of Transportation (CDOT) for the Advanced Traffic Controller Project to the Committee. The Committee supported moving the IGA to Study Session.

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

The City applied for grant funding through the Denver Regional Council of Governments (DRCOG) called the Regional Transportation Operations and Technology (RTO&T) program which is a Transportation Improvement Program (TIP) Set-Aside. This grant is administered through the Colorado Department of Transportation (CDOT). **This funding will be used to upgrade the City's** traffic signal controllers. The new controllers will have advanced functionality that can be used to monitor and control traffic signal timing more efficiently.

The City was awarded \$795,800 in federal funding which can be used this fiscal year. This type of funding does not have a local match requirement.

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**QUESTIONS FOR COUNCIL**

Does the City Council support moving forward the Resolution and Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora, Colorado for the Advanced Traffic Controller Project to the next available Regular Meeting?

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**LEGAL COMMENTS**

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (M. Gardner)

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**PUBLIC FINANCIAL IMPACT**

☒ YES ☐ NO

**If yes, explain:** Per the IGA, federal funding in the amount of \$795,800 will be utilized for this project. No local match is required.

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**PRIVATE FISCAL IMPACT**

☒ Not Applicable ☐ Significant ☐ Nominal

**If Significant or Nominal, explain:** N/A

RESOLUTION NO. R2022-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)  
FOR THE ADVANCED TRAFFIC CONTROLLER PROJECT

WHEREAS, the City of Aurora, Colorado (the “City”), and the State of Colorado Department of Transportation (“CDOT”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, On May 28, 2020, City staff presented their desire to apply for the Regional Transportation Operations and Technology (RTO&T) Set-Aside grant opportunity to upgrade 175 advanced traffic signal controllers; and

WHEREAS, City staff applied for grant funding through the Denver Regional Council of Governments (DRCOG) for the RTO&T program which is a Transportation Improvement Program (TIP) Set-Aside grant administered by the Colorado Department of Transportation CDOT; and

WHEREAS, the funding will be used to upgrade the City’s traffic signal controllers and the upgraded controllers will have advanced functionality that can be used to monitor and control traffic signal timing more efficiently; and

WHEREAS, the City was awarded \$795,800 in federal funding which can be used this fiscal year and does not require the City to provide a local match; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and CDOT regarding the Advanced Traffic Controller Project.

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

Section 1. The Intergovernmental Agreement between the City and CDOT for the Advanced Traffic Controller Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Michelle Gardner* *RLA*  
\_\_\_\_\_  
Michelle Gardner, Sr. Assistant City Attorney

## STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

### Signature and Cover Page

<b>State Agency</b> Department of Transportation		<b>Agreement Routing Number</b> 23-HA1-XC-00003	
<b>Local Agency</b> CITY OF AURORA		<b>Agreement Effective Date</b> The later of the effective date or July 12, 2022	
<b>Agreement Description</b> Advanced Traffic Controllers		<b>Agreement Expiration Date</b> July 11, 2032	
<b>Project #</b> AQC M055- 061 (25039)	<b>Region #</b> 1	<b>Contract Writer</b> SMW	<b>Agreement Maximum Amount</b> \$795,800.00

### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>LOCAL AGENCY</b> CITY OF AURORA</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Signature</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: Mike Coffman, Mayor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Stephen Harelson, P.E., Chief Engineer</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">Additional Local Agency Signature if Needed</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Signature</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">As to form: Michelle Gardner, Sr. Assistant City Attorney</p> <p style="text-align: center;">Date: _____</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Signature</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Attested By: Kadee Rodriguez, City Clerk</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Assistant Attorney General</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Department of Transportation

Effective Date: \_\_\_\_\_

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### 1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

**B. Initial Term and Extension**

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

**C. Early Termination in the Public Interest**

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

**i. Method and Content**

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

**iii. Payments**

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

**D. Local Agency Termination Under Federal Requirements**

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. AUTHORITY**



Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

#### 4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

#### 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
  - ii. **Exhibit B**, Sample Option Letter.
  - iii. **Exhibit C**, Funding Provisions
  - iv. **Exhibit D**, Local Agency Resolution
  - v. **Exhibit E**, Local Agency Contract Administration Checklist
  - vi. **Exhibit F**, Certification for Federal-Aid Contracts
  - vii. **Exhibit G**, Disadvantaged Business Enterprise
  - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
  - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
  - x. **Exhibit J**, Additional Federal Requirements
  - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
  - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
  - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
  - xiv. **Exhibit N**, Federal Treasury Provisions
  - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
  - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
  - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
  - xviii. **Exhibit R**, Applicable Federal Awards
  - xix. **Exhibit S**, PII Certification
  - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

### A. Local Agency Commitments

#### i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
  - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
  - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
  - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
  - e. Stamp the Plans as produced by a Colorado registered professional engineer.
  - f. Provide final assembly of Plans and all other necessary documents.
  - g. Ensure the Plans are accurate and complete.
  - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
  - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
  - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
    - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
    - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
    - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
    - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
    - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
    - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
      - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
  - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual ([https://www.codot.gov/business/designsupport/bulletins\\_manuals/2006-local-agency-manual](https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual)).
  - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
    - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
    - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
    - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
    - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
  - 1) Right of way acquisition (3111) for federal participation and non-participation;
  - 2) Relocation activities, if applicable (3109);
  - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes



If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**8. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

**B. Litigation Reporting**

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

**C. Performance and Final Status**

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

**D. Violations Reporting**

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

**9. LOCAL AGENCY RECORDS**

**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

**B. Inspection**

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**D. Final Audit Report**

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

### **C. Use, Security, and Retention**

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### **D. Incident Notice and Remediation**

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

## 12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and



- b. \$2,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

### 13. BREACH

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

### 14. REMEDIES

- A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

**15. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**16. NOTICES AND REPRESENTATIVES**

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**For the State**

Colorado Department of Transportation (CDOT)
Chris Vokurka, PE
2829 W. Howard Pl.
Denver, CO 80204
303.512.4058
christopher.vokurka@state.co.us

**For the Local Agency**

CITY OF AURORA
Carlie Campuzano, PE
15151 EAST ALAMEDA PARKWAY
AURORA, CO 80012
303-739-7780, 303.739.7309
ccampuza@auroragov.org

**17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

**i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

**ii. Patents**

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make,

have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such

consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

**S. Licenses, Permits, and Other Authorizations.**

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

**T. Compliance with State and Federal Law, Regulations, and Executive Orders**

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

**U. Accessibility**

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**V. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

**21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**



Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

## **22. FEDERAL REQUIREMENTS**

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

## **23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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## **EXHIBIT A**

### **SCOPE OF WORK**

Name of Project: City of Aurora FY23 Aurora Advanced Traffic Controllers

Project Number: AQC M055-061

SubAccount #: (25039)

Scope of Work is detailed on page 2 and 3 of Exhibit A

**If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.**

**If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.**

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT A  
SCOPE OF WORK

Project Description  
SA 25039 FY23 City of Aurora Advance Traffic Controllers

This project is intended to purchase a new Advance Traffic Controllers (ATC) for the City of Aurora, COA.

This project will upgrade the City's existing traffic controller to an ATC on all Denver Regional Council of Government (DRCOG) identified arterials. The following arterials are identified as SH 30/Havana St from Colfax Ave to Yale Ave, Peoria St 33<sup>rd</sup> Ave to Parker Rd, Chambers Rd from 38<sup>th</sup> Ave to Parker Rd, Airport Blvd/ from I-70 to Smoky Hill Rd, Tower Rd from 38<sup>th</sup>/40<sup>th</sup> Ave to Reservoir Rd, SH 40/Colfax Ave from Chester St to Airport Blvd, SH 30/6<sup>th</sup> Ave from Dayton St to Telluride St, Alameda Ave from Havana St to Airport Blvd/Buckley Rd, Mississippi Ave from King Soopers to Buckley Space Force Base, Iliff Ave from Parker Rd to Dunkirk Ave, Hampden Ave from Parker Rd to Picadilly St, Quincy Ave from Parker Rd to SH 30/Gun Club Rd, Arapahoe Rd from Parker Rd to Smoky Hill Rd, Smoky Hill Rd from Quincy to Arapahoe Rd, and SH 83/Parker Rd from Iliff Ave to Chambers Rd. Project components will include new ATC with the most recent version of firmware

Locations may be added or subtracted based on emergency repairs and/or construction activity.

All ATC equipment will be installed by COA staff. All ATC equipment will be owned and operated by the COA. The maintenance of the devices to be installed will be maintained by COA Staff.

**FHWA requires benefits to be reported for projects that receive CMAQ funds. The Local Agency shall coordinate with the MPO, or Transportation Planning Region TPR, to submit the federally required CMAW information to CDOT.**

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# City of Aurora ATC Upgrades

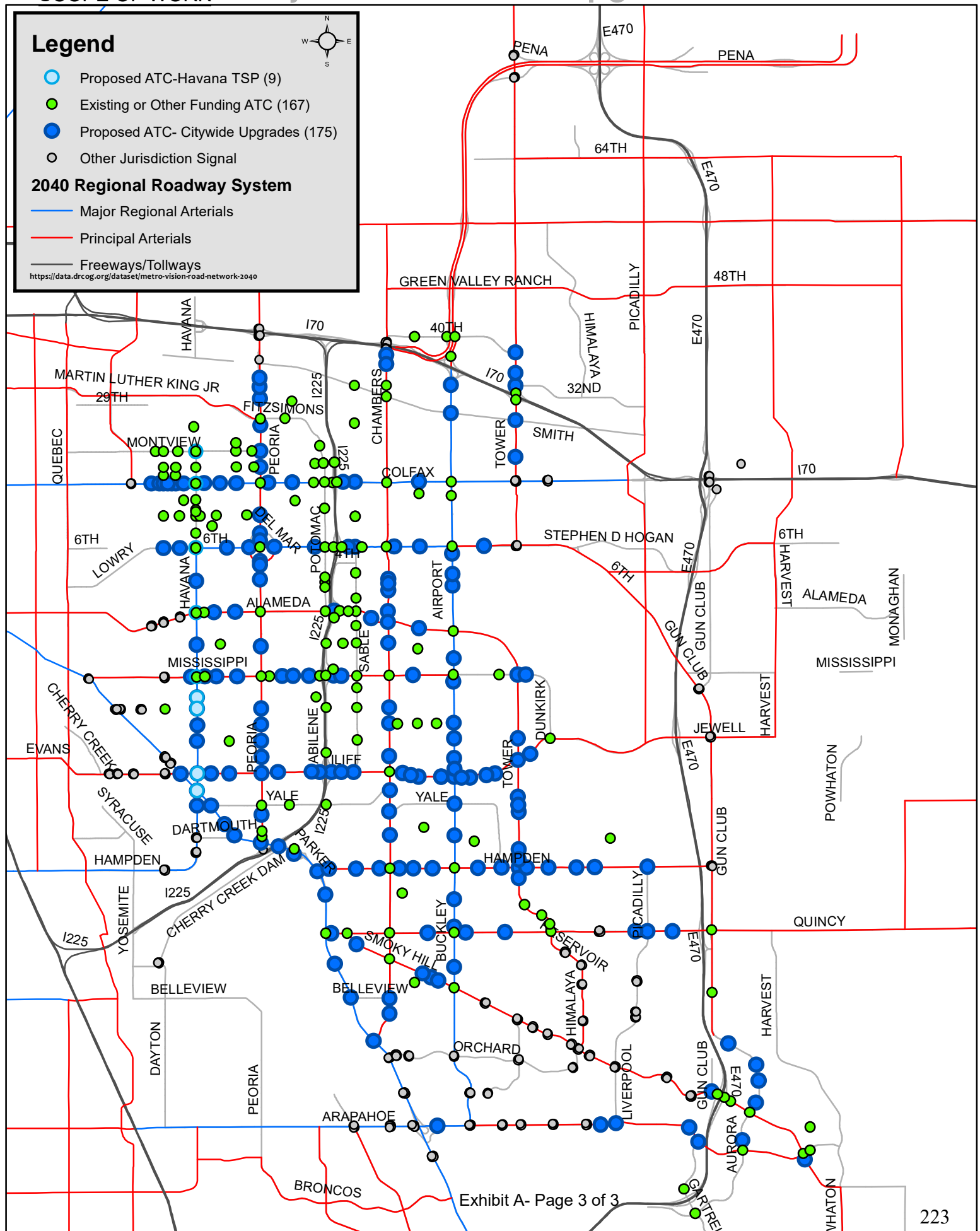
## Legend

- Proposed ATC-Havana TSP (9)
- Existing or Other Funding ATC (167)
- Proposed ATC- Citywide Upgrades (175)
- Other Jurisdiction Signal

## 2040 Regional Roadway System

- Major Regional Arterials
- Principal Arterials
- Freeways/Tollways

<https://data.drcog.org/dataset/metro-vision-road-network-2040>



## **EXHIBIT B**

### **SAMPLE IGA OPTION LETTER**

<b>Date</b>	<b>State Fiscal Year</b>	<b>Option Letter No.</b>
<b>Project Code</b>	<b>Original Agreement #</b>	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

#### **Option A**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### **Option B**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

#### **Option C**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option D**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

**STATE OF COLORADO**  
**Jared S. Polis**  
**Department of Transportation**

By: \_\_\_\_\_  
Stephen Harelson, P.E., Chief Engineer  
(For) Shoshana M. Lew, Executive Director

Date: \_\_\_\_\_

**ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

**STATE OF COLORADO**  
**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
Colorado Department of Transportation

Date: \_\_\_\_\_

## **EXHIBIT C**

### **FUNDING PROVISIONS**

**City of Aurora Project # AQC M055-061 (25039)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$795,800.00, which is to be funded as follows:

**1. FUNDING****AQC M055-061 (25039)**

a. Federal Funds (100.00% of CMAQ Award)	\$ 795,800.00
b. Local Agency Funds (0.00% of CMAQ Award)	\$ 0.00

<b>TOTAL FUNDS ALL SOURCES</b>	<b>\$</b>	<b>795,800.00</b>
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**2. OMB UNIFORM GUIDANCE**

a. Federal Award Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	TBD
d. Assistance Listing # Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	\$0.00

**3. ESTIMATED PAYMENT TO LOCAL AGENCY**

a. Federal Funds Budgeted	\$ 795,800.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$ 0.00

<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>	<b>100%</b>	<b>\$ 795,800.00</b>
<b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>	<b>0.00%</b>	<b>\$ 0.00</b>
<b>TOTAL PROJECT ESTIMATED FUNDING</b>	<b>100.00%</b>	<b>\$ 795,800.00</b>

**4. FOR CDOT ENCUMBRANCE PURPOSES****Type of Fed Funds**

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$ 795,800.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$ 0.00

<b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b>	<b>\$</b>	<b>795,800.00</b>
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Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

**Type of Fed Fund**

WBS Element 23630.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 23630.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	\$0.00



\* For CMAQ, AQC M055-061 (25039) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed

## **B. Funding Ratios**

### **CMAQ Award**

The funding ratio for the federal funds for this Work is 100.00% federal funds to 0.00% Local Agency funds, and this ratio applies only to the \$795,800.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$795,800.00, and additional federal funds are available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$795,800.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

## **C. Maximum Amount Payable**

### **CMAQ Award**

The maximum amount payable to the Local Agency under this Agreement shall be \$795,800.00. For CDOT accounting purposes, the federal funds of \$795,800.00 and the Local Agency funds of \$0.00 will be encumbered for a total encumbrance of \$795,800.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

## **D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

### **i. Expenditure less than \$750,000**

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

### **ii. Expenditure of \$750,000 or more-Highway Funds Only**

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

### **iii. Expenditure of \$750,000 or more-Multiple Funding Sources**

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

### **iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

**EXHIBIT D**

**LOCAL AGENCY RESOLUTION (IF APPLICABLE)**

**EXHIBIT E**  
Local Agency Contract Administration Checklist

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
<b>LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST</b>			
Project No. <b>AQC M055-61</b>	STIP No. SDR6744	Project Code <b>25039</b>	Region <b>01</b>
Project Location <b>City of Aurora</b>			Date <b>04/18/2022</b>
Project Description <b>FY23-AURORA ADVANCED TRAFFIC CONTROLLER</b>			
Local Agency <b>Aurora</b>	Local Agency Project Manager <b>Carlie Campuzano</b>		
CDOT Resident Engineer Benjamin Kiene	CDOT Project Manager <b>Christopher Vokurka</b>		
<p><b>INSTRUCTIONS:</b> This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463		X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"><li>Project Development</li><li>Construction Contract Administration (including Fabrication Inspection Services)</li></ul>	X X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	

**EXHIBIT E**  
**Local Agency Contract Administration Checklist**

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
<b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)	X	
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)  <b>Benjamin Kiene</b> <u>10/18/2021</u> CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
<b>ADVERTISE, BID AND AWARD</b>			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
<b>CONSTRUCTION MANAGEMENT</b>			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i> )	X	

**EXHIBIT E**  
Local Agency Contract Administration Checklist

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	<p>A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."</p> <p><b>Carlie Campuzano</b> <u>303-739-7309</u> Local Agency Professional Engineer or Phone number CDOT Resident Engineer</p>	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	<p>Prepare and Approve Interim and Final Contractor Pay Estimates</p> <p>Provide the name and phone number of the person authorized for this task.</p> <p><b>Carlie Campuzano</b> <u>303-739-7309</u> Local Agency Representative Phone number</p>	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	<p>Conduct Routine and Random Project Reviews</p> <p>Provide the name and phone number of the person responsible for this task.</p> <p><b>Benjamin Kiene</b> <u>303-512-4025</u> CDOT Resident Engineer Phone number</p>		X
<b>MATERIALS</b>			
9.1	<p>Discuss Materials at Pre-Construction Meeting</p> <ul style="list-style-type: none"> <li>Buy America documentation required <b>prior to</b> installation of steel</li> </ul>	X	
9.2	<p>Complete CDOT Form 250 - Materials Documentation Record</p> <ul style="list-style-type: none"> <li>Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project</li> <li>Update the form as work progresses</li> <li>Complete and distribute form after work is completed</li> </ul>	X X X	
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	<p>Accept Manufactured Products</p> <p>Inspection of structural components:</p> <ul style="list-style-type: none"> <li>Fabrication of structural steel and pre-stressed concrete structural components</li> <li>Bridge modular expansion devices (0" to 6" or greater)</li> <li>Fabrication of bearing devices</li> </ul>	X X X	
9.6	Approve Sources of Materials	X	
9.7	<p>Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>Generate IAT schedule</li> </ul>	X	

**EXHIBIT E**  
**Local Agency Contract Administration Checklist**

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	<ul style="list-style-type: none"> <li>Schedule and provide notification</li> <li>Conduct IAT</li> </ul>	X	
		X	
9.8	Approve mix designs <ul style="list-style-type: none"> <li>Concrete</li> <li>Hot mix asphalt</li> </ul>	X	
		X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
<b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b>			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
<b>FINALS</b>			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)	X	X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the Resident Engineer	X	
11.9	(FHWA Form 47 discontinued)	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager  
 CDOT Region Program Engineer  
 CDOT Region EEO/Civil Rights Specialist  
 CDOT Region Materials Engineer  
 CDOT Contracts and Market Analysis Branch  
 Local Agency Project Manager

**EXHIBIT F**  
**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, 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 any Federal 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## **EXHIBIT G**

### **DISADVANTAGED BUSINESS ENTERPRISE**

#### **SECTION 1.     Policy.**

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part 26 DBE requirements of the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

#### **SECTION 2.     DBE Obligation.**

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

#### **SECTION 3     DBE Program.**

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR  
PART 26



## **EXHIBIT H**

### **LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES**

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
  - b. Past performance,
  - c. Willingness to meet the time and budget requirement,
  - d. Location,
  - e. Current and projected work load,
  - f. Volume of previously awarded contracts, and
  - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

# **EXHIBIT I**

## **FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

## 2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.



#### 10. Certification of eligibility:

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification– First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL  
ACCESSROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **EXHIBIT J**

### **ADDITIONAL FEDERAL REQUIREMENTS**

Federal laws and regulations that may be applicable to the Work include:

**Executive Order 11246**

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

**Copeland "Anti-Kickback" Act**

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

**Davis-Bacon Act**

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

**Contract Work Hours and Safety Standards Act**

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

**Clean Air Act**

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

**Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**OMB Circulars**

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

**Hatch Act**

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**Nondiscrimination**

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

*The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

**ADA**

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

**Drug-Free Workplace Act**

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

**23 C.F.R. Part 172**

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

**23 C.F.R Part 633**

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

**23 C.F.R. Part 635**

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

**Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973**

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

**Nondiscrimination Provisions:**

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

**i. Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

**ii. Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

**iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

**iv. Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

**v. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

**Incorporation of Provisions §22**

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**

**Assurances for Local Agencies**

**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
(Name of Recipient)

by \_\_\_\_\_  
(Signature of Authorized Official)

DATED \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



## **EXHIBIT K**

### **FFATA SUPPLEMENTAL FEDERAL PROVISIONS**

**State of Colorado  
Supplemental Provisions for  
Federally Funded Contracts, Grants, and Purchase Orders  
Subject to  
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended  
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. “Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

**1.2. “Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

**1.3. “Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.4. “Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

**1.5. “Entity”** means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
  - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, Contractor received:
    - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

**7.1.1** Subrecipient DUNS Number;

**7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in SAM.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.

**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.


## EXHIBIT L

### SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

<b>CDOT SUBRECIPIENT RISK ASSESSMENT</b>		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
<b>Instructions: (See "Instructions" tab for more information)</b> 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
<b>EXPERIENCE ASSESSMENT</b>		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>
<b>MONITORING/AUDIT ASSESSMENT</b>		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
5	a) Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>
	b) What were the number and extent of issues in prior review?	<input type="checkbox"/> 1 to 2	<input type="checkbox"/> >3
<b>OPERATION ASSESSMENT</b>		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FINANCIAL ASSESSMENT</b>		Yes	No
		N/A	
7	a) Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>
	b) If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> >10%	<input type="checkbox"/> <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		



INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. ( *Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: <b>YES</b> = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. <b>NO</b> = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. <b>N/A</b> = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. ( *The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project ( <i>Buy America requirements</i> )? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Comments</b> - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> <div style="background-color: #ffffcc; height: 150px; border: 1px solid black;"></div>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p> <div style="display: flex; justify-content: flex-end; align-items: center;">  <span>Tool Version: v2.0 (081816)</span> </div>			

## **EXHIBIT M**

### **OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS**

**Subject to  
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and  
Audit Requirements for Federal Awards (“Uniform Guidance”),  
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
- 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
- 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.



- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,  
§§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**6.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

**6.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**7.1 Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

**8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

**9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

## **Exhibit N**

### **Federal Treasury Provisions**

#### **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

#### **2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
  - 2.1.3. "Entity" means:
    - 2.1.3.1. a Non-Federal Entity;
    - 2.1.3.2. a foreign public entity;
    - 2.1.3.3. a foreign organization;
    - 2.1.3.4. a non-profit organization;
    - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only;

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at [www.treasury.gov](http://www.treasury.gov).
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.10.2. Is not organized primarily for profit; and
  - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
  - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.



### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

### **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.



## **6. REPORTING.**

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
  - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

## **EC 1 – Public Health**

### **All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification

- v. Labor reporting

**COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

**COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

**COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

**COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

**EC 2 – Negative Economic Impacts**

**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

**Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay**

**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

**EC 5 – Infrastructure Projects**

**All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

**Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

**Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
  - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

#### **All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient DUNS Number;
- 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization DUNS Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
  - 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
  - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.8.2. Whether the project prioritizes local hires.
- 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

## **9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.



- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
  - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## **EXHIBIT O**

### **AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.



13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **EXHIBIT P**

### **SLFRF SUBRECIPIENT QUARTERLY REPORT**

#### **1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

## **EXHIBIT Q**

### **SAMPLE SLFRF REPORTING MODIFICATION FORM**

Local Agency:			Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:	CDOT			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

\_\_\_\_\_  
Local Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDOT Program Manager

\_\_\_\_\_  
Date

**EXHIBIT R**  
**APPLICABLE FEDERAL AWARDS**

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

\* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.



## **EXHIBIT S**

### **PII Certification**

#### **STATE OF COLORADO**

#### **LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT T**

### **CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

<b>Exhibit</b>	<b>Funding only from FHWA</b>	<b>Funding only from ARPA</b>	<b>FHWA and ARPA Funding</b>
<b>EXHIBIT A,</b> SCOPE OF WORK	✓	✓	✓
<b>EXHIBIT B,</b> SAMPLE OPTION LETTER	✓	✓	✓
<b>EXHIBIT C,</b> FUNDING PROVISIONS	✓	✓	✓
<b>EXHIBIT D,</b> LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
<b>EXHIBIT E,</b> LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
<b>EXHIBIT F,</b> CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
<b>EXHIBIT G,</b> DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
<b>EXHIBIT H,</b> LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
<b>EXHIBIT I,</b> FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
<b>EXHIBIT J,</b> ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
<b>EXHIBIT K,</b> FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
<b>EXHIBIT L,</b> SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
<b>EXHIBIT M,</b> OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

<b>EXHIBIT N,</b> FEDERAL TREASURY PROVISIONS		✓	✓
<b>EXHIBIT O,</b> AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
<b>EXHIBIT P,</b> SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
<b>EXHIBIT Q,</b> SLFRF REPORTING MODIFICATION FORM		✓	✓
<b>EXHIBIT R,</b> APPLICABLE FEDERAL AWARDS		✓	✓
<b>EXHIBIT S,</b> PII CERTIFICATAION	✓	✓	✓
<b>EXHIBIT T,</b> CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



## Transportation, Airports and Public Works Policy Committee

November 30, 2022



### *IGA with CDOT* *Advanced Traffic Controllers*

*Carlie Campuzano, Traffic Manager, Public Works Engineering*

# DRCOG RTO&T Application Process

- Federal grant funding administered through the Denver Regional Council of Governments (DRCOG)
- Grant is administered through the Colorado Department of Transportation (CDOT)
- Applications submitted July 2020
  - Received awards for 2 projects
- Traffic Signal System Upgrade (Fiscal Year 2022)
  - \$460,000 federal funds
- **Advanced Transportation Controller Upgrades (Fiscal Year 2023)**
  - **\$795,800 federal funds**
- **No local match required**



# RTO&T Award Information

- **Advanced Signal Controllers**
  - Federal funding requested for procurement of 175 advanced traffic signal controllers





## QUESTIONS & DISCUSSION

Does Council Committee support moving forward the Resolution and Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora, Colorado for the Advanced Traffic Controller Project to the next available Study Session?

## **Transportation, Airports and Public Works (TAPS) Policy Committee Meeting**

November 30, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair, Council Member (CM) Crystal Murillo

Others Present: Scott Bauman, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Kenna Davis, Michelle Gardner, Matthew Kozakowski, James Paral, Mindy Parnes, Julie Patterson, Laura Perry, Brian Rulla, Elly Watson, Tom Worker-Braddock

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### **1. WELCOME AND INTRODUCTION**

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### **2. APPROVAL OF MINUTES**

The minutes for the October 27, 2022 TAPS meeting were approved as written.

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### **3. CONSENT ITEMS (None)**

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### **4. GENERAL BUSINESS**

#### **4.a. A Resolution for the IGA between the City and CDOT for the Advanced Traffic Controller Project**

##### **Summary of Issue and Discussion:**

Carlie Campuzano presented an Intergovernmental Agreement (IGA) between Aurora and the Colorado Department of Transportation (CDOT) for a grant funded project for advanced signal controllers. Funding was received through the Denver Regional Council of Governments (DRCOG) Regional Transportation Operations and Technology set-aside program. Aurora applied for three projects, of which two were awarded. The other awarded project was the Traffic Signal System Upgrade which is already underway. The Advanced Traffic Signal Controller grant funding provides \$795,800 with no local match for the fiscal year 2023. This will cover 175 traffic controllers which represents almost half of the signals in the city. Currently, controllers are reaching the end of life and do not support current technology projects. New controllers will support optimizing different types of signal timing, data collection, and transit signal priority. They are the latest and greatest standard and support high-powered functionalities.

##### **Committee Discussion:**

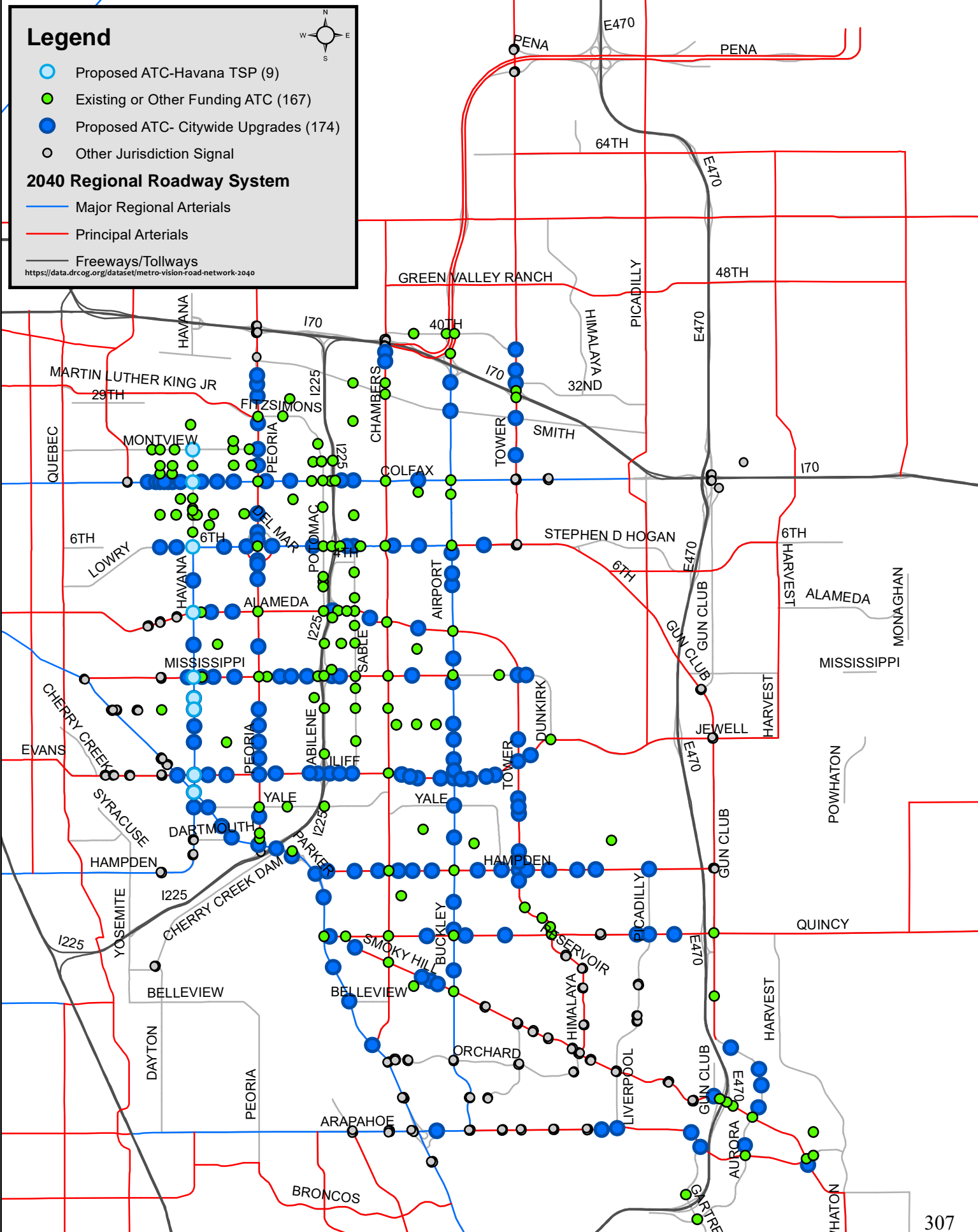
CM Marcano asked where the controllers will be deployed. C. Campuzano explained that DRCOG has specific corridors identified as regionally significant. For Aurora, this covers most arterials. She added that she will include a map when the item goes before the full Council.

**Outcome:** The Committee unanimously approved moving this item to Study Session.

**Follow-up Action:** This item will move forward to Study Session.



# City of Aurora ATC Upgrades





# CITY OF AURORA

## Fiscal Impact Form

**Item Title:** IGA with CDOT for Advanced Traffic Signal Controller Project

**Staff contact:** Carlie Campuzano, Traffic Manager

**Staff Source/Legal Source:** Carlie Campuzano, Traffic Manager / Michelle Gardner, Sr. 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.)*

This project includes federal grant funding only with no local match requirement.

### 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

<b>Item Title:</b> IGA with E-470 for Jewell Ave Temporary Traffic Signals
<b>Item Initiator:</b> Carlie Campuzano, Traffic Manager, Public Works
<b>Staff Source/Legal Source:</b> Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

### ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING TEMPORARY TRAFFIC SIGNALS AT JEWELL AVENUE AND E-470  
Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Transportation, Airports & Public Works

**Policy Committee Date:** 1/26/2023

### 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

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

On the January 26, 2023 TAPS meeting, staff presented the Intergovernmental Agreement (IGA) between the City of Aurora and the E-470 for the Jewell Ave and E-470 temporary signals project. The Committee supported moving the IGA to Study Session.

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

The proposed IGA for the Jewell Avenue and E-470 temporary signals establishes funding for the design and construction of temporary traffic signals at the Jewell Avenue and E-470 ramp terminal intersections.

These intersections are currently stop controlled exiting E-470 onto Jewell Avenue. The City previously conducted a traffic study which showed that warrants are currently met for signalization at these locations. The bridge will ultimately be widened as part of a separate expansion project. Since the ultimate expansion project is multiple years away from being constructed, the City and E-470 have decided to move forward with this separate project to install temporary span wire traffic signals at these locations for the interim condition. When the Jewell Avenue expansion project widens the bridge, the temporary traffic signals will be removed and replaced with permanent signals.

The City will complete the design for the temporary traffic signals and E-470 will fund construction. The project is anticipated to start design in 2023 and will be solicited for construction bids in 2023. Construction is expected to begin in spring 2024 and finish in 2024. The project will be managed by City staff with coordination from E-470.

Design is anticipated to be completed by the City using internal staff resources. Construction will be funded entirely by E-470 and is anticipated to cost \$1,400,000. In the event of a cost under run, the agreement provides for the savings to be returned to E-470.

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**QUESTIONS FOR COUNCIL**

Does the City Council support moving forward the resolution and Intergovernmental Agreement between E-470 and the City of Aurora, Colorado for the temporary traffic signals at E-470 and Jewell Avenue project to the next available Regular Meeting?

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**LEGAL COMMENTS**

Pursuant to Colorado Revised Statute §29-1-203(1), governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. Pursuant to City Charter §10-12, City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (M. Gardner)

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**PUBLIC FINANCIAL IMPACT**

☐ YES

☒ NO

**If yes, explain:** The City will provide, at its cost and expense, preliminary and final design services for these traffic signals. It is anticipated that the design will be done using internal staff resources. Construction of these signals will be funded by E-470.

---

**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 INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA AND THE E-470 PUBLIC HIGHWAY  
AUTHORITY REGARDING TEMPORARY TRAFFIC SIGNALS AT  
JEWELL AVENUE AND E-470

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the E-470 Public Highway Authority (“E-470 Authority”) and City of Aurora (“City”), collectively referred to as “Parties”, are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Parties and their residents, taxpayers, and customers will jointly benefit from the funding, design, construction, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Jewell Avenue at the ramp terminal intersections (the “Project”); and

WHEREAS, the Parties have determined to jointly participate in the design and construction of the Project due to the shared benefit the Project will provide to the Parties; and

WHEREAS, the intergovernmental agreement between the City and E-470 Authority for the Project establishes the funding obligations for design and construction of temporary traffic signals at the Jewell Avenue and E-470 ramp terminal intersections; and

WHEREAS, the intersections are currently stop controlled exiting E-470 onto Jewell Avenue and the City previously conducted a traffic study which showed that warrants are currently met for signalization at these locations; and

WHEREAS, the bridge will ultimately be widened as part of a separate expansion project; however, since the ultimate expansion project is several years away from being constructed, the City and E-470 Authority desire to move forward with this Project to install temporary span wire traffic signals at these locations for the interim condition; and

WHEREAS, when the Jewell Avenue expansion project widens the bridge, the temporary traffic signals installed as part of this Project will be replaced with permanent signals; and

WHEREAS, the City anticipates completing the design of the Project using internal staff resources and E-470 Authority is funding construction of the Project at a cost of \$1,400,000; and

WHEREAS, the Project is anticipated to start design in 2023 and should be solicited for construction bids in 2023; and

WHEREAS, construction for the Project is expected to begin in spring 2024 and finish in 2024; and

WHEREAS, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties' funding, design, construction, and operation obligations for the Project through the execution of an intergovernmental agreement; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and the E470 Public Highway Authority regarding temporary traffic signals at Jewell Avenue and E-470 is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner *RLA*  
MICHELLE GARDNER, Sr. Assistant City Attorney



## Transportation, Airports, and Public Works Committee

January 26, 2023

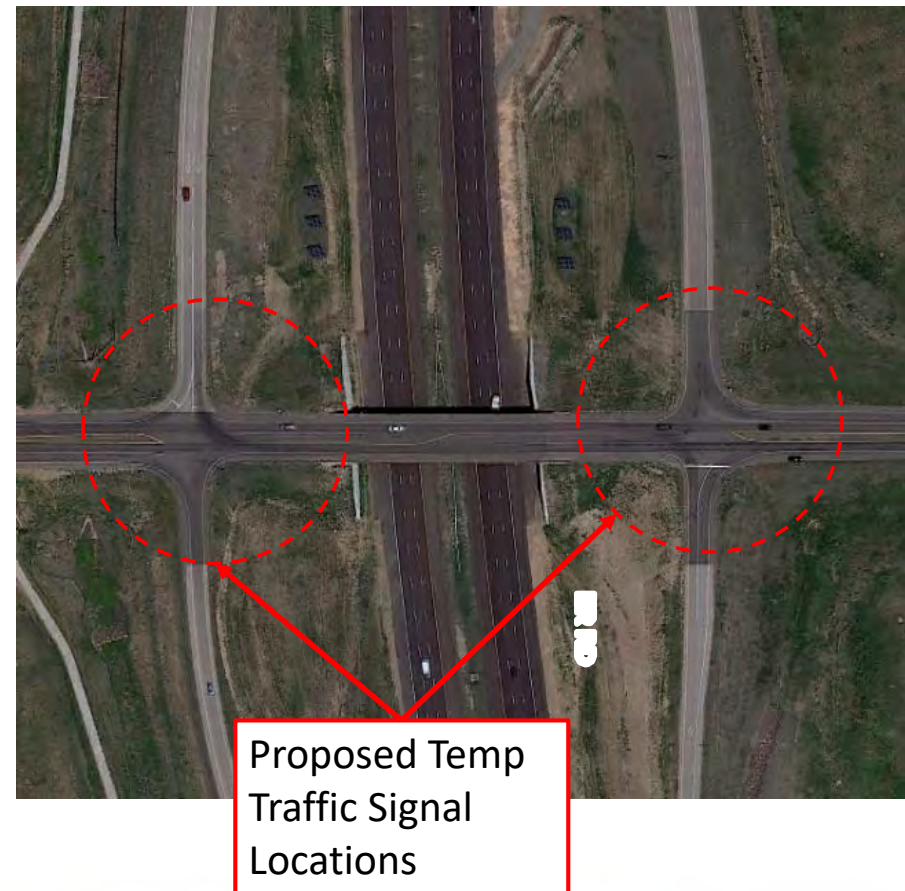
### *IGA with E-470 for Jewell Temporary Traffic Signals*

*Carlie Campuzano, Traffic Manager, Public Works Engineering*



# Temporary Signals

- Signals at E-470 & Ramp intersections currently meet warrants for signalization
  - Temporary span wire signals will be installed now and will be replaced when expansion project constructs permanent improvements
- Funding has been allocated by E-470 to install temporary signals ASAP
- **Design done by City**
- **Construction (\$1,400,000) funded by E-470**



Proposed Temp  
Traffic Signal  
Locations



## Temporary Signal Schedule

- Design 2023
- Bid Winter 2023
- **Construction start Spring 2024**



## Questions for the Committee

- Does the Committee support moving this IGA between the City of Aurora and E-470 Regarding Jewell Avenue Temporary Signal Installations (design and construction) to Study Session?





# CITY OF AURORA

## Fiscal Impact Form

**Item Title:** IGA with E-470 for Jewell Avenue Temporary Traffic Signals

**Staff contact:** Carlie Campuzano, Traffic Manager

**Staff Source/Legal Source:** Carlie Campuzano / Michelle Gardner

### 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.)

E-470 is providing funding for the construction and the City is conducting the survey and design using internal city staff. There is no fiscal impact for the City.

### 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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA  
AND  
THE E-470 PUBLIC HIGHWAY AUTHORITY  
REGARDING  
TEMPORARY TRAFFIC SIGNALS AT JEWELL AVENUE AND E-470**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the City of Aurora, a Colorado home rule municipal corporation (the “City”), and the E-470 Public Highway Authority (the “Authority”), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City; and

**WHEREAS**, the Authority was created and organized pursuant to Sections 43-4-501 *et seq.*, C.R.S. (the “Act”) for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway (“E-470”), and in this regard to carry out all or any part of those functions or activities permitted by the Act and the Authority’s establishing contract; and

**WHEREAS**, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the Parties are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

**WHEREAS**, the Parties and their residents, taxpayers, and customers will jointly benefit from the design, construction, maintenance, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Jewell Avenue (the “Jewell Intersection”) at the on/off ramps located on the southbound and northbound E-470 ramps as generally depicted in Exhibit A attached hereto and incorporated herein by this reference (the “Project”); and

**WHEREAS**, the Parties have determined to jointly participate in the design, construction, maintenance, and operation of the Project due to the shared benefit the Project will provide to the Parties; and

**WHEREAS**, the City is willing to undertake the design, construction, and maintenance of the Project, and the Authority is willing to contribute toward the cost of construction of the Project, and the City may include it in the City’s larger project work to achieve economies of scale and other efficiencies and cost savings for the Parties; and

**WHEREAS**, provided these shared interests, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties’ funding, design, construction, operation and maintenance obligations for the Project.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

## **AGREEMENT**

### **1. CITY RESPONSIBILITY FOR PROJECT DESIGN AND CONSTRUCTION.**

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, the City will provide, at its cost and expense, preliminary and final design services for the development of the Project (“Final Design”). The Authority shall be afforded the opportunity to review and comment on the design during development of the Final Design at the sixty percent (60%) and ninety percent (90%) stages of completion, as well upon full completion of the Final Design. The Authority shall have fifteen (15) days from the date the review is provided to it to review the Final Design at each such stage and to offer comments. If redesign and re-engineering specifications become necessary after construction of the Project has begun, the City shall provide the Authority with said specifications for review and acceptance as provided above. The City will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes. The Parties hereby acknowledge and agree that the Authority’s review, acceptance, and/or request for revisions to the Final Design shall not create any liability for the Authority.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the City will perform or cause to be performed all work effort required to construct the Project in accordance with the Final Design, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the “Construction Work”) and will contract with one or more qualified and experienced contractors to perform the Construction Work (the “Signal Construction Contract”).

C. Procurement & Contract Standards. The City will procure the contracts for the design, construction, and, if necessary, construction management for the Project in accordance with the City’s laws and policies regarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and the City shall ensure that the design and construction of the Project are performed in a workmanlike manner. Acknowledging that the City may design and construct the Project as a part of a larger project and that the City shall have the obligation to own and operate the Project once constructed, the City shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement. In addition to any E-470 Permit requirements, the City shall ensure that the Authority is named as an additional insured under all contracts related to the Project and that the contractors maintain insurance pursuant to the City’s standard insurance requirements. The City agrees the

Authority has the right to request and receive a certified copy of any such insurance policy and any endorsement thereto.

D. Project Administration; Modifications. The City will perform or cause to be performed all Project administration and management functions required for the Project, including awarding, letting and administration of all Project contracts. The City will apprise the Authority of the status of the Project throughout the work. The Authority will not direct the City's contractor or the work in any manner; provided, however, the Authority may comment on the Final Design pursuant to Section 1.A above and coordinate with the City regarding the timing of the Project pursuant to Section 5 below.

## 2. AUTHORITY CONTRIBUTIONS.

### A. Funding.

1. *Construction Contract Bid.* Upon completion of the Final Design and solicitation of a contractor(s) for the Signal Construction Contract in accordance with Section 1(C) of this Agreement, the City shall notify the Authority in writing of its recommendation for award of the Signal Construction Contract and the total bid figure for the Construction Work submitted therewith (the "Construction Contract Bid").

2. *Authority Funds.* If the Authority, within three (3) weeks of receipt of notification of the Construction Contract Bid, provides written notification to the City that the Authority, in its discretion, concurs with the award of the Signal Construction Contract to the contractor in the amount of the Construction Contract Bid as recommended by the City, the City may accept the Construction Contract Bid, and the City may thereafter enter into the Signal Construction Contract with its selected construction contractor on such terms and conditions as the City deems appropriate. Within thirty (30) days of the Authority's written acceptance of the Construction Contract Bid in accordance with this Section, and subject to the City's execution of the Signal Construction Contract, the Authority shall deposit an amount equal to the Construction Contract Bid (the "Authority Funds") into a designated and segregated Authority account used solely for the purpose of this Agreement (the "Authority Account"). If the Authority, within three (3) weeks of notification of the Construction Contract Bid does not notify the City it accepts the Construction Contract Bid, either Party may terminate this Agreement by notice to the other Party and have no further obligations hereunder; provided, however, in no event shall this Agreement terminate pursuant to this Section prior to a thirty-day (30) day period of negotiations by the Parties. Except to the extent authorized in accordance with duly executed Contract Price Authorizations issued pursuant to Section 2(B) of this Agreement, the amount of the Authority Funds the Authority may commit to pay under this Agreement shall not exceed **one million four hundred thousand Dollars (\$1,400,000)**. Any interest that may accrue on the Authority Funds shall be the property of the Authority and shall not increase the Authority Funds available under this Agreement.

i. *Invoices.* The City will submit invoices to the Authority's Finance Department for progress payments for portions of the completed Signal Construction Contract. The Authority's and City's mutual approval of invoices shall be a condition of payment. The Authority shall release funds to the City within thirty (30) days of receipt of approved invoices, or parts thereof. All invoices shall be addressed to the Authority as follows: "E-470 Public Highway Authority, 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ATTN: FINANCE DEPARTMENT" or sent via electronic mail to [accountspayable@e-470.com](mailto:accountspayable@e-470.com) with the name of this Agreement in the subject line. Invoices shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

3. *Construction Funds Only.* No Authority Funds shall be used for, or allocated toward, expenses associated with generating the Final Design or any modifications thereto, and no other Authority funds will be provided therefor; provided, however, the City shall not be required to incorporate any design elements into the Final Design or any changes to the Final Design required by the Authority unless the Authority agrees to fully pay for such elements or changes.

B. Modification of the Signal Construction Contract. The Parties agree that amendments, change orders, or any other forms of order or directive increasing the Signal Construction Contract price above the amount of the Authority Funds shall be subject to the prior written approval of the Authority, which approval may be granted or withheld in the Authority's discretion ("Contract Price Authorizations"). If a prior Contract Price Authorization is not obtained, the Authority shall not be responsible to pay for or share in any such costs, and the City shall be solely responsible to pay for all such costs.

C. Property Access; Permitting. The City or its contractor shall obtain the necessary E-470 Permit from the Authority for the installation, operation, maintenance, and removal of the Project. The Authority will grant an E-470 Permit to the City for access, construction, operation, and maintenance of the Project and shall include provisions authorizing the City to access the Project area immediately in the event emergency maintenance or operations are necessary. The E-470 Permit will allow the City to provide the Authority with notification of such access and/or emergency maintenance as soon as possible after the emergency has been initially addressed (rather than prior thereto). The Parties will waive any permitting and review fees applicable to the Project and any maintenance work.

D. Construction Deadline and Release of Funds. If construction of the Project is not initially accepted by the City before December 31, 2024 (the "Funding Completion Date"), all Authority Funds remaining in the Authority Account shall be retained by the Authority. After such date, the Authority shall have no remaining obligation under this Agreement. If at the City's initial acceptance of the Project construction the actual costs of the Project construction are less than the Authority Funds, the remaining Authority Funds in the Authority Account shall be retained by the Authority. Upon mutual written agreement of the Parties, the Funding Completion Date may be extended one (1) year, to December 31, 2025.



3. **FINAL ACCEPTANCE.** Upon substantial completion of construction of the Project, the City shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Project for consistency with the Final Design plans. Nothing herein shall be construed as granting to the City or any other party any rights, property or otherwise, in or to the Authority's right-of-way or multi-use easement except as otherwise granted herein.

4. **CITY PROJECT OPERATION AND MAINTENANCE OBLIGATIONS.** The City shall be the owner of the traffic signals and related equipment and appurtenances constructed during the Project and shall be responsible for its operation and maintenance until such time as the Project is removed and permanent traffic signals are installed in their place as part of the Jewell Interchange expansion. The City will coordinate the timing of the traffic signals with the Authority to ensure toll-road appropriate traffic flow on the northbound and southbound Jewell Interchange ramps and on E-470 itself.

5. **ANTICIPATED COMPLETION OF THE PROJECT.** The City will use reasonable efforts to complete the Project by December 31, 2024 but no failure by the City to complete the Project by December 31, 2024 shall constitute a breach of this Agreement.

6. **REMOVAL OF TEMPORARY SIGNALS.** Costs and responsibilities associated with the removal of the Project will be addressed in a separate agreement between the Parties regarding the construction of the Jewell Interchange expansion.

7. **BREACH AND ENFORCEMENT.** The failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

8. **INDEMNIFICATION.** The City shall cause its contractors and subcontractors performing work for the Project and upon accessing E-470's property to defend, indemnify, and hold the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain to the extent they arise from or may be alleged to arise from the intentional or negligent acts or omissions of the contractor or any of its subcontractors, material suppliers, or employees in connection with the contract and/or the contractor's work.

9. **MISCELLANEOUS.**

A. **Assignment.** Neither of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

B. **Appropriation.** Notwithstanding any other term or condition of this Agreement, all obligations of either Party under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each party's legally required budgeting, authorization, and appropriation process. Further, neither Party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made on an annual

basis. Neither Party, however, by this Agreement binds future governing bodies to make such appropriations.

C. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

D. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

E. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the City and the Authority shall be deemed to be only an incidental beneficiary under this Agreement.

F. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

G. No Personal Liability. No elected official, director, officer, agent or employee of the Authority or the City shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

H. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to the City:

City of Aurora  
Attn: Director of Public Works  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

If to the Authority:

E-470 Public Highway Authority  
Attention: Executive Director  
Administrative Headquarters Facility

22470 E. Stephen D. Hogan Parkway  
Aurora, CO 80018

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

I. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

J. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado and that Colorado law shall govern.

K. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

L. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

N. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

O. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

P. Payment of Tolls. The City understands and agrees that the City, its subcontractors, vendors, and employees shall pay be responsible for all tolls incurred by them during the term of this Agreement. A lump sum compensation amount for reimbursement of tolls may be included within the Construction Contract Bid and invoiced to the Authority in accordance with Section 2.A.2.i hereof as part of the Signal Construction Contract. If so included in the Signal Construction Contract, the Authority will make toll reimbursement installment payments to the City on a pro-rata basis.

Q. Counterpart Execution; Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[Remainder of page intentionally left blank.]**



DATE APPROVED BY THE BOARD OF DIRECTORS: \_\_\_\_\_

By: Mike Coffman  
Its: Mayor

By: Kadee Rodriguez  
Its: City Clerk

By: Michelle Gardner  
Its: Sr. Assistant City Attorney

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

## EXHIBIT A

### Project Vicinity Map Jewell Intersection



## **Transportation, Airports and Public Works (TAPS) Policy Committee Meeting**

January 26, 2023

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Angela Lawson, Vice-Chair

Others Present: Rachel Allen, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cynthia Colip, Steve Durian, Michelle Gardner, Carl Harline, Haley Johansen, Matt Kozakowski, Huiliang Liu, Jim Paral, Mindy Parnes, Julie Patterson, Laura Perry, Brian Rulla, Jeannine Rustad, Mark Smith, Elly Watson

### **1. WELCOME AND INTRODUCTION**

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### **2. APPROVAL OF MINUTES**

The minutes for the November 30, 2022 TAPS meeting were approved as written.

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### **3. CONSENT ITEMS (None)**

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### **4. GENERAL BUSINESS**

#### **4.a. Consideration to Approve a Resolution for the Intergovernmental Agreement (IGA) with E470 for Temporary Traffic Signals at Jewell and E-470.**

##### **Summary of Issue and Discussion:**

Carlie Campuzano presented an Intergovernmental agreement (IGA) with E-470 and the city of Aurora for temporary traffic signals at the Jewell Avenue interchange. The IGA presents a picture of the existing interchange at Jewell and E-470, which is currently stop-controlled on the off-ramps. City staff have been working with E-470 regarding operations of the interchange. The city of Aurora conducted a signal warrant study back in 2019 that showed that the two intersections currently meet the criteria to be signalized. Based on that and on the high traffic volumes that Aurora has seen from the ramps, the city and E-470 are prioritizing the signalization of these two locations.

This IGA is specifically for the agreement with E-470 for both the design and the construction, hence it is actually very similar to how the city of Aurora handled the E-470 and Gartrell interchange. The plan is for E-470 to fund the full amount of construction, which now is estimated to be \$1.4 million for these two signals. The design will be done by the city of Aurora using its internal staff resources. Therefore, no money will be provided by the city.

The reason that this is going to be a temporary signal with a span wire instead of a full signal is that the bridge is ultimately planned to be widened. However, the widening is not planned until the mid-2030s as per E-470's master plan. So, although the signals are temporary, they will likely be in place longer than 10 years. As for the general schedule for this project, the city of Aurora is currently



working on the design. The city's plan is to put the project out to bid by the end of 2023 and then start construction around the spring of 2024. Construction is estimated to last about a year in total, therefore the signals are expected to be operational in 2024/2025.

The question for the committee is if they support moving the IGA between the city of Aurora and E-470 regarding Jewell Avenue temporary signal installations for design and construction to the study session.

### **Committee Discussion:**

CM Marcano asked if there was an opportunity now to make changes, for example, roundabouts, that would be beneficial in the future, mainly because the IGA is a temporary solution, the cost is steep for the signals, and with increased usage, the signs will no longer be adequate to manage the intersection.

He compared the intersection to Keystone Parkway and 126th Avenue in Carmel, Indiana. He noted that Keystone is comparable, if not higher in volume in terms of total traffic flow than E-470, but the configuration that they've put together there is overall likely cheaper than signalized intersections, and it has fewer collision points which make it safer too. He asked if this is something that the Council had considered in the process so far, especially if the city of Aurora is responsible for the design and E-470 is going to be paying.

Carlie explained that the bridge right now is narrow, and, in her opinion, she hasn't seen a roundabout project on a freeway completed in a retrofit without doing some significant grading and bridge replacement and widening. So, this IGA is meant to be the most cost-effective way that Aurora could improve operations in the near term. She added that as the project goes into actual design for the widening and that level of evaluation, that could be something the city discusses with E-470.

She mentioned that E-470 has a master plan that it published around 2020, but she is currently not sure if this interchange type was already evaluated through that process with long-term traffic. However, their master plan shows all their proposed interchanges, and it could be something that they've already looked at and selected interchange alternatives. She added that knowing that the final design for the bridge widening is far out, she thinks it's something that can be re-evaluated. She also noted that she doesn't think that that would be within their current short-term fix budget because it would require so much widening to get those roundabouts in, especially with an interchange when it's accommodating trucks.

CM Marcano stated that he understands that it's probably not realistic now, but since Carlie had mentioned the bridge widening, he would be remiss if he did not continue to advocate for these kinds of improvements. He also asked if it is something that Council would be able to talk about with the E-470 authority and CDOT and whoever else needs to be involved, just to ensure that it can be considered in case it hasn't already. Carlie responded that city staff have monthly coordination meetings with

E-470 staff, so they can bring it up and see where E-470 is already at with the interchange evaluations and if it could look at other options moving forward.

CM Lawson stated that she had no questions but would support the resolution moving forward. CM Marciano stated that he too would support the resolution, moving forward.

**Outcome:** Information only

**Follow-up Action:** Further discussion with E-470 on the possibility of future beneficial changes.

#### **4.b. 20 is Plenty Initiative**

##### **Summary of Issue and Discussion:**

Carlie Campuzano, the Traffic Manager of the Public Works Department did the presentation for the 20 is Plenty Initiative.

The presentation is meant to be an informational item with some initial information, which was requested at the previous TAPS meeting. The presentation starts off with some background information on the 20 is Plenty Initiative, comparisons to peer cities, both within Colorado and then across the United States, as well as a literature review of the best practices in the country. It then goes over the fiscal impact in Aurora, the key takeaways, and the next steps for Aurora.

“20 is Plenty” is the term given to an initiative that has taken place across the United States, as well as in other countries, to advocate for lowering posted speed limits on local roadways from 25 to 20 miles per hour (mph), with the goal to improve safety, reduce crash severity, and improve the livability on the local streets. The default speed limit on local streets in Aurora and in most other municipalities is 25 mph. This is reflected in Aurora’s city code section for residential roadways.

Some areas in Colorado have recently adopted the 20-mph speed limit on residential roadways. This was adopted by Boulder, Colorado in 2020 and was implemented in 2021. It was also very recently adopted by Denver, but they have not yet implemented the 20 mph speed limits yet.

Boulder and Denver provided a lot of great information and have been great partners in research on the initiative. Both agencies reached out to other peer cities and did different levels of outreach before they adopted their programs. Outside of Colorado, Portland, Oregon, Eugene, Oregon, and Cambridge, Massachusetts have also implemented 20 mph speed limits on local roadways. These were implemented from 2018 to 2020, hence very recent as well. Out of all those agencies that have implemented 20 miles an hour on local streets, a couple of them including Boulder, Colorado, and Portland, Oregon, did very extensive before-after studies where they collected data before the speed limits were switched out, and then after the speed limits were switched out to see if changing the speed

limits impacted travel speeds. Both agencies collected a lot of data, which indicates that their data is robust and that their results are statistically significant from a data perspective.

To explain some terms, the 50th percentile speed is the speed at which 50% of vehicles are traveling at or below, and the 85th percentile speed is the speed at which 85% of people are traveling at or below. The 85<sup>th</sup> percentile speed is typically referred to when traffic engineers reference prevailing vehicle speeds. The key takeaways from both Boulder and Portland are that changing the posted speed limit signs had little to no impact on actual traveled speeds.

Going over the literature review, the documents listed in the presentation are federally accepted as guidance on how to set speed limits as well as speed management practices and best practices for slowing traffic down. The manuals indicate that the physical built environment has the largest impact on vehicle speeds.

There is extensive speed data that has been collected within the city of Aurora through its neighborhood traffic calming program. Aurora has various data points of speed data on different types of roadway sections. Graphics were presented that showed data before and after the speed limits were decreased in Boulder for two different street sections. On these roads, the “after” speed increased slightly. The main takeaway is really that on the street that's only 27 feet wide, the prevailing speed was about 20 mph. The other street was about 40 feet wide and had prevailing speeds of 29 mph. This shows that drivers will travel at the speed that they feel comfortable going which is based on the physical configuration of the roadway.

Looking at some local examples from data collected recently in the city, three different streets that had different widths were sampled. There's a 35-foot-width street on Kenton, which reflects Aurora's local street typical section. Kenton Street received a recent traffic calming application from a resident who asked about the 20 is Plenty program.

Kenton Street is 35 feet wide, and the prevailing speeds are about 27 mph with a posted speed limit of 25 mph. That is within the range of what would be expected on this type of street. Next, is 13th Avenue. 13th is a little bit different because it is parallel to Colfax, so it experiences heavier volumes of traffic as well, and people may be using it who do not directly live in the area. 13<sup>th</sup> Avenue is 40 feet wide and the prevailing speeds are about 33 mph. Then there's a collector street section, which is a common section that is seen in a lot of places in Aurora. The example shown is Uvalda Street which has two through lanes, striped bike lanes, and on-street parking. This roadway is 50 feet wide with prevailing speeds of 35 mph.

In Aurora, staff receive frequent resident concerns regarding speeding on collector roadway sections

because they are typically wide. Part of the reason for this width is to provide multimodal facilities. Striping bicycle lanes generally does not make the lanes feel narrower enough for people to drive slower.

Next, is the fiscal impact. Some of these numbers were pulled together using recent numbers from contractors. The main fiscal impact of adopting 20 is Plenty in Aurora would be switching out existing speed limit signs. The estimated number of signs in Aurora is a little over 3,000 existing signs that would need to be switched out by a contractor. New signs would then be added to increase the density, which is something that Boulder and Denver both looked at as well. Some streets, especially in older neighborhoods, might have more inconsistent speed limit postings.

The last cost shown is for education and marketing which is a big part of the 20 is Plenty Program. It would be important to provide this so that the residents know why the city is doing the program and what the goals are. The total cost if Aurora was to proceed would probably be around \$1.6 million citywide.

### **Key Takeaways:**

One key takeaway in the cities where 20 is Plenty was adopted and speed limits were decreased is that before and after speed studies showed that the actual travel speeds largely remained unchanged. Also, the data and the literature show that the street layout has the biggest impact on vehicle speeds rather than just switching out speed limit signs.

Another thing to note is that the program's goal for 20 is Plenty is to reduce severe crashes, but severe crashes rarely occur on local streets. Severe injury and fatal crashes are typically concentrated on arterials and higher volume, higher speed roadways.

### **Proposed Next Steps:**

The presentation is meant to give a high-level overview of the 20 is Plenty initiative. It also gives information on other agencies that have adopted the program and what they've done in their findings.

The proposed next steps are for staff to bring additional and more in-depth information into the future TAPS meeting. The future presentation would include more detail on a proposed speed reduction study. Denver recently prepared an elaborate study that includes considerations for different types of streets. They studied residential streets in addition to business districts, special areas, commercial areas. Staff can also consider updating the city's traffic calming toolbox, which was developed about four years ago.

Staff can also look at options for a conceptual pilot project, which would include repurposing travel lanes on an existing roadway in Aurora. Another important aspect of the 20 is Plenty initiative is what we refer to as the three E's: engineering, education, and enforcement. Future information brought to TAPS would include more detail on these items.

Staff can also prepare information on roundabouts, retrofits, and costs. There will be more information available at a future meeting on the associated costs for different types of roundabouts. Later in the year, there will be before and after speed data, once construction for three roundabouts is complete.

### **Committee Discussion:**

CM Lawson stated that lowering the speed, especially in the local areas, is a good idea. She wanted to understand, based on the two examples presented, especially Denver, what are some of the factors that came into play when the studies were done. Because as per the presentation, if the speed limit is lowered to 20, people will go at 25. She explained that people are going at 35 where she lives, despite there being a speed limit and the streets being even narrower than on Tufts.

She asked for clarification on how that enforcement was put into place, because the other cities might have more officers who are on the streets looking at traffic. She wanted to know if that was implemented into the studies compared to Aurora.

She also mentioned that she's trying to see the benefit of spending \$1.6 million if the study shows that lowering the speed is not going to have too much of an impact. She suggested a pilot for the beginning to see how it works. Carlie explained that the staff recommendation is not to lower the speed limits. However, the information from other agencies is that lowering the speed limit doesn't change anything. So, it would be a lot of money and time spent for no benefit.

Carlie clarified that the presentation was just meant to be informational and was discussed to be included in a future meeting at the last TAPS meeting in November 2022. She added that this was not meant to be a staff recommendation for lowering speed limits, but just an overview of lessons learned from other agencies.

CM Lawson stated that from her perspective, this looked like something that would be brought to a study session for consideration. Carlie explained that the goal was to give higher level information and get feedback from Council, then possibly give more information to clarify different parts of the presentation and maybe go over some of engineering, education, and enforcement. She explained that now, they were not planning to bring anything forward, unless a council member would want to in the future.

CM Lawson apologized for the misunderstanding and explained that she had thought it was something they were considering. She added that if it was to be done, they would have to really look at it especially because of the \$1.6 million cost which Carlie agreed is a big price tag. The project would mean a lot

of street revamping and things like that, considering there's narrower streets too.

CM Marcano stated that they had this conversation at their last meeting, in which one of Aurora's constituents who testified when the public was invited to be heard, asked them to investigate lowering residential speed limits. He further stated that he is familiar with the 20 is Plenty Program and had drafted an ordinance that would have lowered the limits. However, they wanted to have this presentation first.

He said that staff brought this information to them demonstrating that it's not the signage that changes any behavior, and that they had conversations about different kinds of signage last year on council and whether it would be effective. So, it's the built environment that really matters. He added that the conversations that they're going to have in the beginning of March would involve more about how they can strategically begin to alter the built environment to basically foster those lower limits. And once the environment is geared to slow people down to increase safety for folks in the residential and commercial areas as well, it also brings potential benefits for businesses in those areas with lower speed limits.

He mentioned that he's seen some information that economic activity increases when you slow folks down, or better yet get them out of their cars and get them walking or on bikes. So that's something that he sees a huge potential for, around e.g., the Havana BID. He suggested that some of this could be done on Colfax and some of the other commercial areas in the city.

He added that for the residential streets, the city took out some debt to resurface its roads and keep them in better condition. And that he's still hoping that there's opportunity for to make some minor changes to the surface use of these roads for example reconfiguring the parking sites, adding cheap physical separations and things like that to makes folks less comfortable speeding. He said that it's through methods like that that they would be better able to slow folks down in the neighborhoods and then maybe if there's a need to, they can go look at the signage after getting the behavior that they're looking for.

He further explained that the signage would be more of a reinforcement, but from his perspective, it should probably come after getting the desired result from modifications of the built environment. He agreed with CM Lawson's point that \$1.6 million is a whole lot of money for something that doesn't necessarily change behavior. He concluded by saying that he's very excited to continue the conversation later in the year.

**Outcome:** Information only

**Follow-up Action:** No follow-up needed.

#### **4.c. Overview of 2022 TAPS Policy Committee Agenda Items**

##### **Summary of Issue and Discussion:**

Cindy Colip, the Public Works Director, presented an overview of the 2022 TAPS items.

In 2022, 34 items were brought to TAPS, hence it was a busy year. Cindy Colip reviewed many of those items for the committee.

The council looked at the Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) for Havana Street Transit improvements, which is being implemented now. The city will have its first bus queue jumps on Havana very shortly. There was also a resolution through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Project (TIP) funding with the IGA for 11<sup>th</sup> Avenue and Havana Street and Del Mar Parkway. That is going to replace many of the very old traffic signals, do multimodal improvements and make it better from the multimodal and the transit perspective.

The truck route map was updated as required by code. There was an ordinance to amend Chapter 126 relating to escrow payment for traffic signals. Staff also provided an overview 2021 topics. The City of Aurora was approached by the City of Denver regarding the Colfax Bus Rapid Transit last year. An update and the recommended next steps were provided.

There was another resolution for DRCOG funding for Traffic Signal System Project. Additionally, was an IGA between the city and Colorado Department of Transportation (CDOT) for some funding for the Northwest Aurora intersection pedestrian safety enhancements which will be shortening up the pedestrian crossing distances at some of the intersections and providing better protection for the pedestrians. The city also had a funding agreement for Parker Road, Quincy Avenue, and Smoky Hill Road intersection, which is continuing in design to get those improvements out to bid for construction, probably later in the year.

The committee was given a funding update for many of the IGAs that were discussed. Denver International Airport presented an informational update. Back to the Colfax Bus Rapid Transit, Public Works worked very closely with the Planning Department to come up with ideas for station enhancements and locations for those enhancements within Aurora. There was another IGA between Aurora and CDOT for DRCOG TIP funding to complete some of Aurora's missing sidewalks. These missing sidewalk projects have been successful in terms of getting the city some dollars to fill in the gaps and make better improvements.

There was a presentation from Glydways about their network. There was discussion about roadway maintenance and what it was going to look like for the current year.

An overview of the Infrastructure Investment and Job Acts overview was also provided. Within the TIP project application, the city has successfully received five. There was also an update on Centennial Airport, and from the Chair, CM Marcano, and Council Member (CM) Murillo, about the International

Making Cities Livable Conference. An update was given on the multimodal study being done for 13<sup>th</sup> Avenue. There are additional applications for funding to do finalize design in specific the locations so that more funding can be applied to implement some construction features.

Another IGA exists between the City of Aurora and the City of Denver about the ownership and maintenance responsibilities for the Peoria crossing near 33rd Avenue. It was constructed years ago, but the operations and maintenance have finally been nailed down. There was a slight delay because of some warranty issues that had to be taken care of. Additionally, there was another IGA with CDOT for the Highline Canal, East Colfax I-70 project, which completes the last piece of the Highline Canal for connectivity throughout the city. An update was provided on the Council Chambers Renovation design to improve Americans with Disabilities Act (ADA) access within the council chambers.

Council Mayor Pro Tem Gardner gave the council an update on Mexico City's Bus Rapid Transit (BRT) System. Another IGA between the City of Aurora and the County of Denver for the Colfax BRT Project made a lot of progress last year. There was a briefing from the Colorado Energy Office on the e-bike initiatives that are statewide. Another IGA was for the Aerotropolis I-70 Corridor for the Transportation Demand Management Program Development and Implementation to evaluate different multimodal options out there.

Arapahoe County was successful in getting a Transit and Micromobility Study Grant, and Council gave the approval to put some funding towards that as well; it is kicking off this year. Carlie Campuzano updated Council on the Smart Grant Application. They also looked at alternative fuel corridors, and how those are nominated for that process. Another update on the TIP projects and the Infrastructure Investment and Jobs Act (IIJA) was provided, and we also brought forward a resolution for an Advanced Traffic Controller Project to replace the traffic controllers in the city to make them much more functional and agreeable for some of the smarter applications that are out there.

The city has a partnership with Adams County on a TIP application as well. Staff provided an overview of its Snow and Ice Control Plan for the current year. The analysis and evaluation of the on the pilot program for plowing residential streets was discussed. There's a request from Council Member Bergen to talk about plowing on residential streets and the status of street operations resources and hiring for the February 6th Study Session.

### **Committee Discussion:**

CM Lawson asked if there a way that they could get a presentation or some thoughts around looking at the transportation grid as the city is growing. She expressed her concern that the city is building, especially on the southeast side of Aurora, with no promise of any type of transit. She asked what other cities are doing; if perhaps they are working with developers to say they could chip in, or they're into public-private partnerships. She mentioned that as the city is growing, it's bringing businesses out there and she would like to know more about its growth. She added that she's aware that this could be correlated to Planning and Economic Development (PED) Committee but with transportation, she's looking at the grid and its impact on the future from maybe five to ten years. She wanted to know if



there are things that other cities have done, knowing that their transit system does not have the available money to fund growth and transit in areas that are growing like Aurora.

She asked for a possible presentation to talk about that and maybe come up with some ideas that can come forth or maybe talk to other partners. She mentioned that something has to be done otherwise, in her opinion, it's just going to create traffic. CM Marcano agreed with CM Lawson's point and said it's something that Mac and he have discussed. He said he was aware that it was something that the Arapahoe County Subcommittee for DRCOG has discussed and that Council has discussed it too in bits and pieces. He said that it will tie back to PED to some extent because part of what it does is revise the city's master plan and perhaps even the UDO for requirements on transportation considerations and planning to be done as the city is approving new development in the city.

He said that from his perspective, every city in the metro is just doing its own thing when it comes to its own growth, and it is frustrating because there's no coordination. He added that this causes inefficiencies when trying to catch up. For example, with the Colfax Bus Rapid Transit. He mentioned that he's very excited about that corridor, but the city won't be to continue dedicated bus lanes all the way through Aurora to the terminus of that line because of the way its infrastructure's currently built out. Modifying that would be very expensive at this point.

He explained that this segues into something that he wanted to bring to up to CM Lawson as Chair of FSIR, and to the committee. He gave a reference to Representative Corey Bush's Bus Rapid Transit and Light Rail Transit Acts which he pointed out he was very excited to see but it would require some serious federal dollars to be allocated towards tackling some of these issues in congruency between various jurisdictions transportation plans.

He agreed with CM Lawson that a presentation on that is necessary and mentioned that he would defer to Staff as to when that can be done. He mentioned that he wanted to bring Rep Bush's bills to the council's attention because he thinks that it warrants discussion and potential advocacy from the city's federal priorities, since all this came up after council stopped meeting last year.

CM Lawson agreed that she thinks it goes through the FISIR committee, the council committee and PED. She said that it's an issue she has always brought up about the city's grid and how its growing, and how it's doing transportation. She added that having served on the Reimagine RTD Committee previously and knowing what's happening with RTD funding levels and associated costs, it's going to be difficult to support the amount of current and future growth and development with appropriate transit services and programs throughout Aurora. Seems like a conversation in general between all three committees is warranted.

CM Marcano mentioned that he agrees it's going to be expensive whether it's done now or later, so there's no point in waiting. He added that he thinks it's something they need to start planning for now. Cindy stated that the city will be kicking off its multimodal transportation system master plan shortly. She added that to CM Marcano's point about planning, they are all great items that they have

considered and are including in the scope, which is still being refined right now.

Mac Callison stated that certainly land use and transportation are strongly linked together. There's a clear connection in terms of land use and intensity and density of those activities and the varying modal opportunities that will present themselves as the city continues to grow. He said that this is a perfect opportunity. He added that in one of the city's TIP awards, call number 2, we won a substantial amount of funding to conduct a citywide multi-modal transportation master plan covering a lot of elements that the city really needs to tie together land use transportation and varying modes, pedestrian, bicycle, vehicular, freight, transit and, micro mobility.

He added that there was a partnership with Arapahoe County, and that they're kicking off a countywide transit and micro mobility study, which he thinks will benefit the city and deliver value to sub-regional service councils that RTD have deployed quite recently as part of the state legislature review and the RTD Accountability Committee, which Council Member Murillo served as a Co-chair.

He explained that there are varying opportunities on this front, and that he likes the idea of also tying in PED and FSIR from an intergovernmental relations perspective and partnership as well as from a legislative perspective. He also stated that they are getting very close to finalizing the scope and then going through the procurement process for the city's Multimodal Transportation Master Plan. He said that it would be approximately a two-year effort on that and that's why he mentioned the Arapahoe County Transit and Micromobility Study. That study is a one-year effort and has a pilot demonstration component to it as well.

He suggested discussions on how to partner effectively with RTD moving forward. He added that you must be an optimist in this business because there may not always be funding shortfalls. He pointed out that there is strong support at the Denver Regional Council of Governments level for multimodal components in the regional transportation plan that has components throughout the city as well. He said that he's looking forward to having a collaborative effort with the committee and the others mentioned soon.

**Outcome:** Information only

**Follow-up Action:** No follow-up needed.

## 5. MISCELLANEOUS MATTERS

### 5.a. Introduction of the new Deputy Director of the new Development Review Division

#### **Summary of Issue and Discussion:**

The new Deputy Director of the new Development Review Division, Steve Durian, was introduced to the Committee. He's joining the team from Jefferson County - Public Works. Public Works is in the process of a reorganization and pulling all the development review functions together under one umbrella. Steve Durian will be

holding that large umbrella over all Public Works different disciplines within development review. This is his seventh week, and he has jumped in with both feet.

Steve Durian introduced himself as having a background in Development Review and Traffic Engineering, so a lot of the discussion that just happened was close to his heart. He also has a couple of years' experience with a commercial real estate development company, so he knows what both sides of the business are, the private side and the public side. He brings a lot of that experience to Aurora. His most recent experience is at Jefferson County, overseeing a lot of transportation and engineering functions, including being on the DRCOG Technical Advisory Committee along with Mac Callison. He feels that bringing all that experience to Aurora is very exciting and is really looking forward to working closely with all members involved. He'll be bringing IGAs to the council so they will be seeing him shortly.

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## 6. ANTICIPATED TOPICS FOR NEXT MEETING

- DRCOG's Call 4 update
- IGAs for Multimodal Master Plan; Smith Road improvements; Missing sidewalks
- 20 is Plenty

Matt Kozakowski mentioned that they are working diligently on DRCOG's call 4. As far as DRCOG is concerned for TIP projects and some of the earlier projects that were awarded in call 2, the city is getting those IGAs going. He added that council will see the IGAs for the Multimodal Master Plan, the Smith Road improvements, and the next round of missing sidewalks as well. Hopefully, they will be ready by the next meeting.

Cindy Colip stated that she would also have the update on the next steps for the 20 is Plenty at the end of March (2023).

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## 7. CONFIRM NEXT MEETING

The next meeting was confirmed for February 23, 2022, at 1:00 PM.

Approved: \_\_\_\_\_  
CM Juan Marcano, Committee Chair Date



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Amending Council Rules of Order and Procedure Regarding Voting Conflicts of Interest
<b>Item Initiator:</b> Ruben Medina, Council Member
<b>Staff Source/Legal Source:</b> Daniel Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

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

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 VOTING CONFLICTS OF INTERESTS

Sponsor: Ruben Medina, Council Member

Daniel Brotzman, City Attorney / Jack Bajorek, Deputy 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<br>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          |

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

N/A

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

This proposal is to require a Council Member who serves on an entity board to disclose that position at the time Council is voting on an issue concerning that entity.

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**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.)*

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

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**QUESTIONS FOR COUNCIL**

Does Council wish to move this item forward to a regular Council Meeting?

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**LEGAL COMMENTS**

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. B. 2. Rules of Order and Procedure for the Aurora, Colorado, City Council. (Bajorek)

RESOLUTION NO. R2023- \_\_\_\_\_

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 VOTING CONFLICTS OF INTERESTS

WHEREAS, the Aurora City Council believes the election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings”; and

WHEREAS, the Aurora City Council wants the Rules of Order and Procedure for the Aurora, Colorado, City Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office, and

WHEREAS, the Mayor and City Attorney shall use as a guide for parliamentary procedures O. Garfield Jones, Parliamentary Procedures at a Glance, unless it is in conflict with City Council’s Rules of Order and Procedure herein set forth, in which event these Rules shall prevail, and

WHEREAS, the Aurora City Council desires to make certain administrative changes to the Rules of Order and Procedure

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO THAT THE COUNCIL RULES SHALL BE AMENDED AS FOLLOWS:

Section 1. The Aurora City Council hereby amends F(6) of the Rules of Order and Procedure for the Aurora, Colorado City Council to read as follows:

Voting; Conflicts of Interest. Every Council Member present at a City Council meeting must vote on every item before City Council unless it would constitute a conflict of interest. A Council Member may abstain from a vote on the approval of the minutes if the Council Member was not present at the prior meeting. A Council Member who has a conflict of interest as otherwise defined in these rules, the City Charter, the City Code and the City’s Standards for Conduct, in any matter proposed or pending before the City Council shall disclose the fact to the members of City Council and shall not vote thereon, and shall refrain from attempting to influence the decisions of the other Members of the governing body in voting on the matter. **Even though a financial conflict of interest may not exist, a Council Member shall disclose if they sit on the board of directors or a hold a similar position before voting on a matter involving that entity.** Council Members may consult with the City Attorney to obtain an advisory opinion prior to any such vote. If a Council Member chooses to vote and utilize the notification to the Secretary of State provision found in state law and City Resolution, the

Council Member shall notify the Secretary of State pursuant to state law and notify the Mayor and other members of City Council prior to the commencement of the City Council meeting.

- a. Rule Statement. This City Council conflict of interest rule is designed to provide a procedure and identify potential conflicts of interests in decisions made by the City Council. Since it is not possible to write a rule that covers all potential conflicts, the members of City Council are expected to be alert for and avoid situations that might be construed as conflicts of interests.
- b. Conflicts of interest are specifically addressed in Section 1-44 of the Aurora Municipal Code and are defined therein.
- c. Violations of the Conflict of Interest Rule. If the City Council has reasonable cause to believe an interested person has failed to disclose an actual or possible conflict of interest, the City Attorney shall inform the interested person, provide an opportunity for explanation and investigate further, if necessary. The City Council may take appropriate disciplinary and corrective action against any interested person in violation of the conflict of interest rule as outlined in the conduct guidelines in Appendix G.

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:

\_\_\_\_\_  
DANIEL L. BROTZMAN, City Attorney



# CITY OF AURORA

## Fiscal Impact Form

**Item Title:** 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 VOTING CONFLICTS OF INTERESTS

**Staff contact** Daniel Brotzman, City Attorney

**Staff Source/Legal Source:** Daniel Brotzman, 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

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

<b>Item Title:</b> Continuation Page Civil Service Commission Hiring Update
<b>Item Initiator:</b> Councilmember Dustin Zvonek and Councilmember Juan Marcano
<b>Staff Source:</b> Jason Batchelor, Deputy City Manager
<b>Legal Source:</b> Pete Schulte, Public Safety Client Services Manager
<b>Outside Speaker:</b> N/W
<b>Date of Change:</b> 3/6/2023

### COUNCIL MEETING DATES:

**Study Session:** 3/6/2023

**Regular Meeting:** 3/13/2023

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### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

From the discussion at Study Session on March 6<sup>th</sup> on the Civil Service Hiring Update item, Council Members Marcano and Zvonek requested a resolution be presented for consideration at the March 13, 2023 meeting. The resolution,

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO MOVE ALL BACKGROUND INVESTIGATOR POSITIONS FROM THE CIVIL SERVICE COMMISSION TO THE DEPARTMENT OF HUMAN RESOURCES UTILIZING THE SPRING BUDGET SUPPLEMENTAL ORDINANCE AND TO REITERATE THE COUNCIL'S DIRECTION TO THE CIVIL SERVICE COMMISSION FOR THE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS TO COMPLY WITH THE MANDATES OF THE CONSENT DECREE

is now included.

RESOLUTION NO. R2023- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO MOVE ALL BACKGROUND INVESTIGATOR POSITIONS FROM THE CIVIL SERVICE COMMISSION TO THE DEPARTMENT OF HUMAN RESOURCES UTILIZING THE SPRING BUDGET SUPPLEMENTAL ORDINANCE AND TO REITERATE THE COUNCIL'S DIRECTION TO THE CIVIL SERVICE COMMISSION FOR THE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS TO COMPLY WITH THE MANDATES OF THE CONSENT DECREE

WHEREAS, on December 19, 2022, the Aurora City Council unanimously approved Resolution number R2022-236, titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO SETTING FORTH ITS DESIRE TO PURSUE A RESULT THAT WOULD MOVE THE HIRING PROCESS OF AURORA FIRE RESCUE AND AURORA POLICE BASIC ENTRY-LEVEL EMPLOYEES TO THE HUMAN RESOURCES DEPARTMENT IN COORDINATION WITH AURORA FIRE RESCUE AND AURORA POLICE BY DIRECTING THE CITY MANAGER TO WORK COOPERATIVELY WITH THE AURORA CIVIL SERVICE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS;" and

WHEREAS, in Resolution R2022-036, it was clear that Council's direction to the Civil Service Commissioners was that the hiring process for basic police and fire-rescue employees should be accomplished by changing the Commission's Rules and Regulations to state that the Commission "shall accept applications for employment for fire and police civil service positions, administer an examination to those applicants in order to produce a ranked list of the applicants, and then to certify a ranked list of applicants to be delivered to the Human Resources Department for further evaluation for employment." This will conclude the Commission's direct role in the hiring process, except for appeals of disqualifications, for basic civil service positions and result in the Police and Fire-Rescue Departments having the final say on which candidates are hired; and

WHEREAS, the Civil Service Commission is an important provider of oversight of the overall hiring process of basic civil service positions and are not to be making the decision on which candidates for civil service positions are hired; and

WHEREAS, following the unanimous passing of Resolution R2022-036, the Civil Service Commission has held several meetings to discuss changing their Rules and Regulations regarding hiring of basic civil service positions; and

WHEREAS, the result of these meetings was agreement by the majority of the Civil Service Commissioners that their Rules and Regulations did not need to be changed at all; and

WHEREAS, at the last special Civil Service Commission meeting held on February 28, 2023, the only change to the Commission's Rules and Regulations related to hiring of basic civil service positions was a rule that would "require the Commission's background investigator positions to remain with the Civil Service Commission for a period of one year." No other changes

to the Commission's Rules and Regulations related to hiring of basic civil service positions as directed by Council was done; and

WHEREAS, the Consent Decree that the City is currently bound identified the issues with the way the City currently hires new basic entry-level members of Aurora Fire Rescue and Aurora Police solely through the Commission and it was ordered by the Decree:

"To implement this Consent Decree and the policies and goals it requires, this [hiring] process will be reworked so that Aurora Police and Aurora Fire Rescue, with coordination and assistance from the Aurora Human Resources Department, will assume a much more active role in the hiring of candidates from the eligibility lists prepared by the Commission and have the final say on which candidates are hired. The new procedures will require a change and recodification of the current Rules and Regulations of the Civil Service Commission."

Consent Decree & Judgment, VII(C)(1), p. 27; and

WHEREAS, the Consent Decree includes a deadline for the Commission to amend their Rules and Regulations to meet the mandates of the consent decree no later than May 15, 2023; and

WHEREAS, the Aurora City Charter identifies that the Commission has the following responsibilities in the hiring of basic entry-level members of Aurora Fire Rescue and Aurora Police:

"The Civil Service Commission shall be responsible for examination and certification of all applicants to positions in the Civil Service."

See, Sec. 3-17(3), Aurora City Charter; and

WHEREAS, the Commission does not have the authority to employ employees beyond the Civil Service Administrator without the express approval of City Council (See, Sec. 3-17(3), Aurora City Charter); and

WHEREAS, the Commission is the sole author of their Rules and Regulations, and can amend those rules by an affirmative vote of a majority of the Commission, as stated in the Charter:

"The Commission shall have the power to make and enforce rules for the purposes of carrying out the provisions of this Charter, which rules shall be printed for distribution."

See, Sec. 3-17(3), Aurora City Charter; and

WHEREAS, the members of the Commission are appointed by the City Council and "all members of the Civil Service Commission shall serve at the pleasure of Council and may be removed at any time, with or without cause, upon an affirmative vote of eight (8) members of City Council" (See, Sec. 3-17(1), Aurora City Charter); and

WHEREAS, the City Council expects the Commissioners on the Civil Service Commission to follow the specific direction from the City Council and are subject to removal from the Commission if they fail to do so.

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

Section 1. To allow time for compliance with the Council Rule requiring a fiscal note for an ordinance amending the budget, the City Manager shall include such a note with the Spring Supplemental Budget Ordinance along with an item to immediately move all background investigator positions assigned to the Civil Service Commission to the Department of Human Resources. The City Manager, the Director of Finance, and the Budget Officer are hereby authorized to take whatever action is necessary to implement and carry out this policy.

Section 2. The Aurora City Council again specifically directs the Aurora Civil Service Commission to amend their Rules and Regulations to move the hiring process of basic entry-level members of Aurora Fire Rescue and Aurora Police from a list of certified applicants prepared by the Commission to the Human Resources Department with coordination of Aurora Fire Rescue and Aurora Police. The Rules and Regulations shall state that the Commission shall accept applications for employment for fire and police civil service positions, administer an examination to those applicants in order to produce a ranked list of the applicants, and then to certify a ranked list of applicants based on the examination scores to be delivered to the Human Resources Department for further evaluation for employment. The Commission's role in the hiring process of basic civil service positions from that point shall be one of only oversight, including hearing any appeal(s) of applicants disqualified from the hiring process, with the Human Resources Department administering the hiring process and Police and Fire-Rescue Departments having the final say on which candidates are hired, as mandated by the Consent Decree.

Section 3. The Aurora Civil Service Commission is directed to fulfill City Council's direction and to change their Rules and Regulations as outlined in Section 2 no later than April 15, 2023.

Section 4. The Commission may request assistance from city staff to assist them in meeting this mandate from the City Council by the deadline.

Section 5. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 6. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



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PETER A. SCHULTE, Public Safety Client Group Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Civil Service Commission Hiring Update
<b>Item Initiator:</b> Jason Batchelor, Deputy City Manager
<b>Staff Source/Legal Source:</b> Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Manager
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** 11/21/2022

**Regular Meeting:** 12/19/2022

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

- 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

R2022-236 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO SETTING FORTH ITS DESIRE TO PURSUE A RESULT THAT WOULD MOVE THE HIRING PROCESS OF AURORA FIRE RESCUE AND AURORA POLICE BASIC ENTRY-LEVEL EMPLOYEES TO THE HUMAN RESOURCES DEPARTMENT IN COORDINATION WITH AURORA FIRE RESCUE AND AURORA POLICE BY DIRECTING THE CITY MANAGER TO WORK COOPERATIVELY WITH THE AURORA CIVIL SERVICE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS.

Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Services Manager

### 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 type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only                      |  |

- ☐ Approve Item with Waiver of Reconsideration  
Reason for waiver is described in the Item Details field above.

---

## PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 11/10/2022

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

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

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

City Council approved Resolution R2022-236 on December 19, 2023. The resolution laid out **City Council's** preferred direction for civil service basic entry-level employees, and directed the City Manager to work with the **Civil Service Commission to amend the Commission's Rules and Regulation to accomplish the desired results of** the resolution. The resolution directed staff to provide regular updates to the full City Council on that work.

Civil Service Commission staff presented at the January 10, 2023 Civil Service Commission meeting on R2022-236 and the commission discussed next steps.

City staff from HR presented at the February 14, 2023 Civil Service Commission meeting on the HR Public Safety Division's organization, process, and procedures for conducting background investigations.

City staff presented at the February 28, 2023 Civil Service Commission meeting on the City's proposed revisions to the Entry Level Hiring Process. The Commission voted to retain background investigations in the Civil Service Commission for a period of one year.

---

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

Staff will provide a presentation on the proposed revisions to the Civil Service Entry Level Hiring Process. The proposed process complies with the direction in Resolution R2022-236, the Consent Decree, and City Charter.

---

## FISCAL IMPACT

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> 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.)

### 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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**QUESTIONS FOR COUNCIL**

Does Council have any questions for staff? Does Council support the proposed revisions to the Civil Service Entry Level Hiring Process?

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**LEGAL COMMENTS**

Attorney enters legal comments here.

# City of Aurora

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## Civil Service Entry Level Hiring Process Proposed Revisions

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**Study Session  
March 6, 2023**

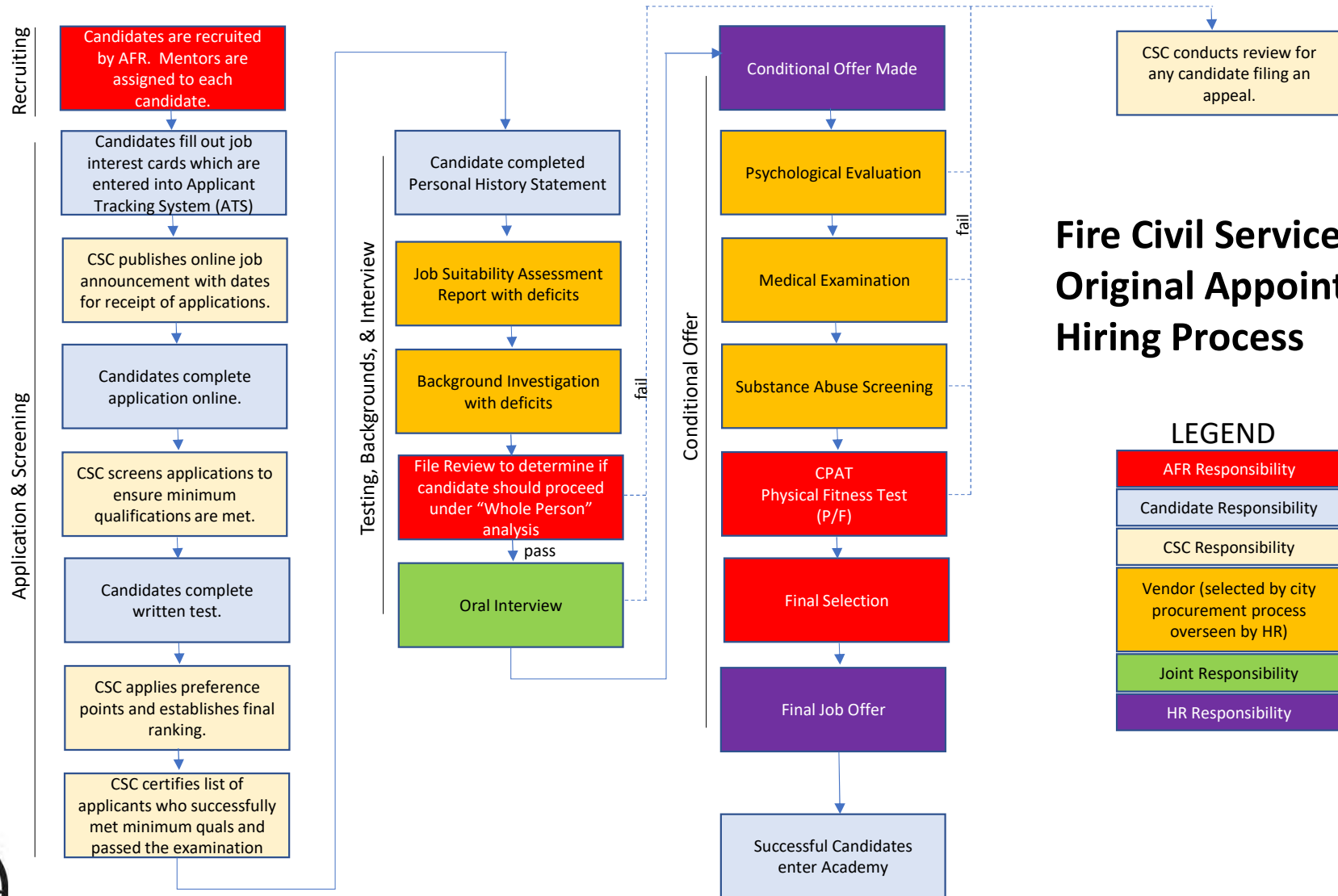
*City of Aurora*



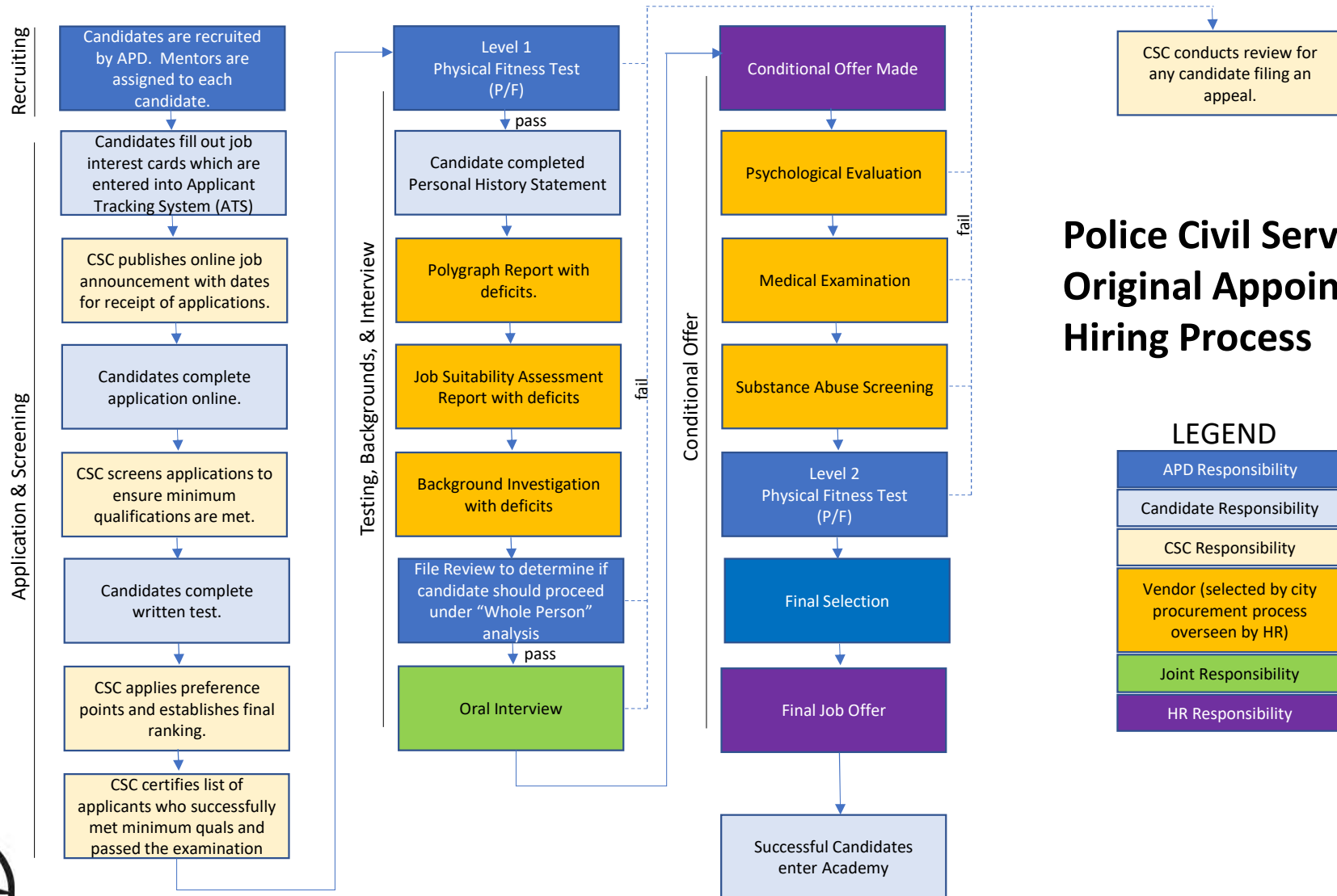
# Proposed Entry Level Hiring Process

- Proposal largely follows Consent Decree Monitor independent expert's recommendation
- Proposal meets Charter requirements
- Proposal meets Consent Decree requirements
- Proposal provides for transparency throughout the process
- Proposal provides for an appeals process to Civil Service Commission to any applicant who is disqualified or does not move forward





## Fire Civil Service Original Appointment Hiring Process



## Police Civil Service Original Appointment Hiring Process

# Recruiting

Recruiting

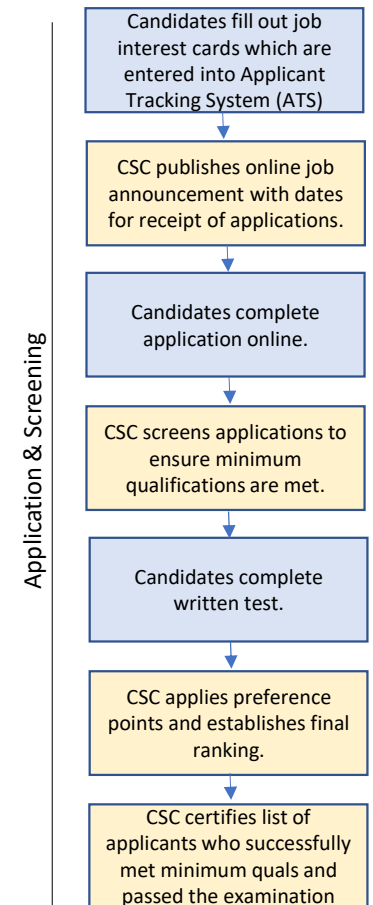
Candidates are recruited by  
APD/AFR. Mentors are  
assigned to each candidate.

- Hiring department responsible for recruiting efforts
- HR responsible for job description and coordinating with hiring department and Civil Service Commission
- Hiring department and HR Public Safety Group responsible for mentor and follow up with candidates



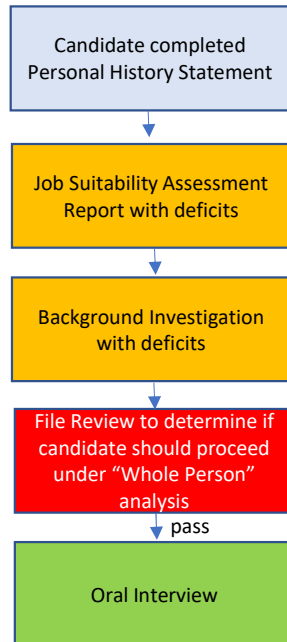
# Application and Screening

- Civil Service Commission responsibility
- Hiring department and HR Public Safety group responsible for coordinating with CSC
- Phase concludes with Civil Service Commission certifying the list of applicants who successfully met minimum qualifications and passed the examination
- HR responsible for coordinating with CSC to receive and track demographic information for all applicants entering and continuing in the process



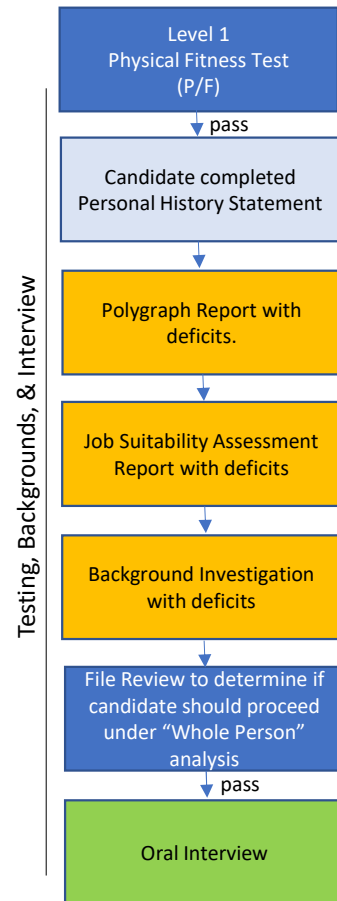
# Testing, Background, & Interviews

## Fire



- Hiring department and HR responsibility
- Civil Service Commission to hear any appeals
- Hiring department and HR provide regular communication to candidates throughout this phase
- HR Public Safety Group responsible for background investigations
- HR and hiring department are responsible for promulgating and publishing standards for each requirement
- Hiring department conducts file review and provides written results to Civil Service Commission
- CSC may flag any decision for reconsideration
- Oral interviews are 3 reps from hiring department, 2 community reps appointed by CSC.

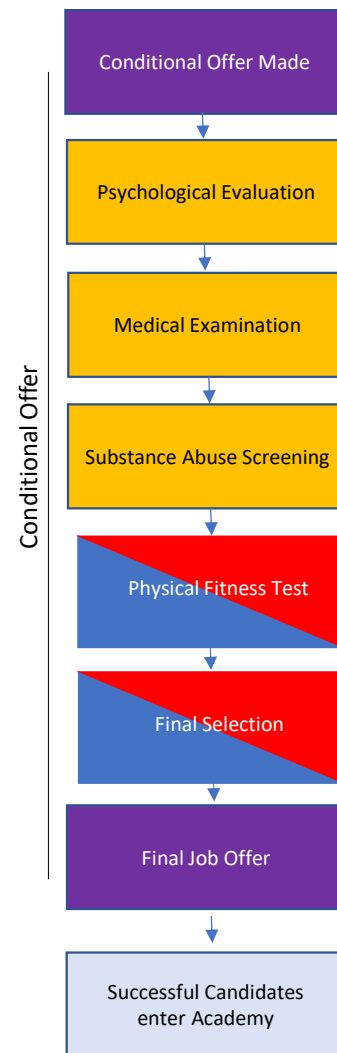
## Police





# Conditional Offer

- Hiring department and HR responsibility
- Civil Service Commission to hear any appeals
- Hiring department and HR provide regular communication to all candidates
- HR Public Safety Group responsible for background investigations
- HR and hiring department are responsible for promulgating and publishing standards for each requirement
- Hiring department conducts final hiring decision and provides written results to Civil Service Commission, HR extends the final job offer
- CSC may flag any decision for reconsideration
- HR responsible for providing demographic reporting on entire process



# Appeals Process

CSC conducts review for any candidate filing an appeal.

- Civil Service Commission responsibility
- CSC will promulgate rules and hearing process
- Hiring department and HR will participate and provide information as required by CSC
- Applicants with sustained appeals shall re-enter the hiring process



## Additional Points

- All current Civil Service Commission FTE remain in current positions to administer new hiring process, promotion process, appeals process, and disciplinary appeals process
- Need discussion with CSC Administrator to determine if one or two background investigators are required to conduct review for minimum qualifications



10

# Questions?





# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> CONTINUATION PAGE: Civil Service Commissioners Classification and Compensation
<b>Item Initiator:</b> Ryan Lantz, Director of Human Resources (on behalf of Civil Service Commission)
<b>Staff Source:</b> Ryan Lantz, Director of Human Resources
<b>Legal Source:</b> Kim Skaggs, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Date of Change:</b> <a href="#">Click or tap to enter a date</a>

### COUNCIL MEETING DATES:

**Study Session:** 2/6/2023

**Regular Meeting:** 2/27/2023

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### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

As a result of the discussion at the February 6, 2023 study session, City Council provided direction as reflected in the following four items:

1. Civil Service Commissioners will continue to be considered Volunteers
2. **Commissioners' hourly pay will be discontinued and replaced with a monthly stipend of \$375** for each calendar month in which they are appointed
3. Commissioners will receive a daily stipend of \$184.43 for each day in which a member serves on a disciplinary appeal hearing panel
4. Beginning in January 2024, the monthly and daily stipend amounts shall be modified annually in an amount equal to either the average cost of living increase or decrease occurring during January through September of the previous calendar year as determined by the United States Department of Labor Consumer Price Index for the region which includes the Denver metropolitan area or the average increase or decrease given to all full-time city employees not part of the civil service system, whichever is less.

Question for Council: Does City Council approve of the Ordinance that implements the above revisions to City Code Sec. 102-69?

Legal Statement: Each member of the Civil Service Commission shall receive such compensation as shall be established by resolution of the City Council. (City Charter Art. 3-17(2)) Members of the civil service commission shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum. (ACC Sec. 102-69) (Skaggs)

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION  
OF MEMBERS OF THE CIVIL SERVICE COMMISSION

WHEREAS, the City Council wishes to remove any potential lack of clarity in City Code as to the status of Civil Service Commissioners as volunteers for the City of Aurora, consistent with the City's practice and all other appointed members of boards and commissions for the City; and

WHEREAS, the City Council recognizes the important civic service that the Civil Service Commissioners perform for the City of Aurora and wishes to provide the Commissioners a nominal fee for their voluntary services.

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

Section 1. Amend Section 102-69 of the City Code of the City of Aurora, Colorado, as follows:

Sec. 102-69. - Compensation.

Members of the civil service commission **are volunteers who receive a monthly stipend of \$375 for each calendar month in which they are appointed. In addition, for any day in which a disciplinary appeal hearing is convened, members who serve on the hearing panel shall receive a daily stipend of \$184.43.** ~~shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum. Said hourly rate, and minimum and maximum daily payment, and disciplinary hearing rate~~ **Beginning in January 2024, the monthly and daily stipend amounts** shall be modified annually in an amount equal to **either the average** cost of living increase or decrease occurring during **January through September** of the previous calendar year as determined by the United States Department of Labor Consumer Price Index for the region which includes the Denver metropolitan area or the average increase or decrease given to all **full-time** city employees **not part of the civil service system**, whichever is less.

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

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance 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.

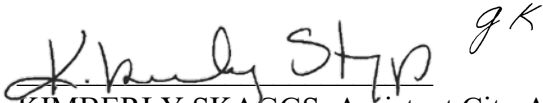
PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 gk  
\_\_\_\_\_  
KIMBERLY SKAGGS, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Civil Service Commissioners Classification and Compensation
<b>Item Initiator:</b> Ryan Lantz, Director of Human Resources (requested by Matt Cain, Civil Service Administrator)
<b>Staff Source/Legal Source:</b> Ryan Lantz, Director of Human Resources / Kim Skaggs, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### COUNCIL MEETING DATES:

**Study Session:** 12/20/2022

**Regular Meeting:** N/A

### ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION  
Ryan Lantz, Director of Human Resources / Kim Skaggs, 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<br>Reason for waiver is described in the Item Details field. |  |

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Management & Finance

**Policy Committee Date:** 12/20/2022

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

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



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

Two questions were asked by Matt Cain (Civil Service Administrator) on behalf of the Civil Service Commissioners:

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?

Council Evaluation Committee deferred these questions to the Management and Finance Policy Committee to address.

HR and Legal presented at the November 22, 2022 Management and Finance Policy Committee Meeting providing information related to City Charter, City Practice and City Code. M&F Policy Committee requested HR to gather information related to two questions:

1. What are other Civil Service Commissions doing with Commissioner's compensation?
2. What is the recommendation for Civil Service Commissioner compensation?

The information related to the questions were presented at the December, 20, 2022 M&F Policy Committee Meeting, and approved to move forward to Study Session.

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

As a result of the presentations and discussions at the November 22, 2022 and December 20, 2022 Management and Finance Policy Committee Meetings, the Committee supports the following recommendations:

1. Civil Service Commissioners should be considered volunteers and not employees
2. Civil Service Commissioners should not receive the inflation stipend that was provided to City Employees in 2022
3. Civil Service Commissioners should transition from being paid an hourly rate to receiving a monthly stipend of \$375 per month and receive \$184.43 per day of hearings

---

**QUESTIONS FOR COUNCIL**

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?
3. What compensation should the Civil Service Commission receive?

---

**LEGAL COMMENTS**

Type legal comments here

# Questions From the Civil Service Commission

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?



# City Charter

- Charter Article 3-17 creates the Civil Service Commission, but does not state whether members are employees or volunteers
- Charter Article 3-11 states that City Council “shall appoint . . . all members of the boards and commissions” and those members “shall serve at the pleasure of council and may be removed at any time, with or without cause.”
- Charter Article 3-17(2) states same specific to the Civil Service Commission members
- Charter Article 3-10 withholds from City Council the power to “direct or request the appointment of any person to, or his removal from employment by the city manager.”
- If CSC members were employees, City Council should not be able to appoint or remove them



# City Practice

- City has, in practice, recruited CSC members as volunteers

## FOR IMMEDIATE RELEASE



City of Aurora

**Date:** Oct. 30, 2018

**Media Contact:** Julie Patterson  
Senior Public Information Officer  
303.739.6617  
jpatters@auroragov.org

*Worth Discovering • [auroragov.org](http://auroragov.org)*

## City looking for **volunteers** to serve on Civil Service Commission

AURORA, Colo. – The city of Aurora is accepting applications now for a vacancy on its Civil Service Commission, which will open in February:





# City Practice

- The City has, in practice, recruited CSC members as volunteers
  - Prospective members apply through the City Clerk's Office, as with other volunteer board and commission members, not the Human Resources department

Date: <div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div>	<b>City of Aurora</b> <b>APPLICATION FOR APPOINTMENT</b> PLEASE TYPE OR PRINT CLEARLY	Ward No. <div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div>			
<b><u>Application kept for One Year. May Attach Resume.</u></b>					
Board/Commission Applying For: <div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div>					
<p>I certify that the foregoing information is true and correct.</p> <table style="width: 100%;"><tr><td style="width: 33%; text-align: center;"><div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's name printed)</b></td><td style="width: 33%; text-align: center;"><div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's signature)</b></td><td style="width: 33%; text-align: center;"><div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Date)</b></td></tr></table> <p style="text-align: center;"><b>SEND COMPLETED FORM TO:</b> <b>CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012</b> <b>PHONE: 303-739-7094 FAX: 303-739-7520.</b></p>			<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's name printed)</b>	<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's signature)</b>	<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Date)</b>
<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's name printed)</b>	<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Volunteer's signature)</b>	<div style="border: 1px solid black; height: 20px; width: 100%; background-color: #cccccc;"></div> <b>(Date)</b>			



# City Code Sec. 102-69

- “Members of the civil service commission shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum.”
- Fair Labor Standards Act (FLSA) requires employees be paid for all hours worked, and a premium rate for overtime hours, which would be inconsistent with City Code
- FLSA allows a public entity to pay volunteers a stipend



# Questions From the Civil Service Commission

## **1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?**

- a. If Council wishes to treat CSC members as employees, changes to the Code and to practice are needed

## **2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?**

- a. Charter Article 3-17(2) empowers Council to set CSC member compensation by resolution



# Civil Service Commission Compensation Information

## Civil Service Commissioner Pay and Hours

Year	Hourly Rate	Per Hearing/Day	Avg. Monthly Pay	Avg. Hours/Month
2022	\$13.19	\$184	\$371.16	23.13
2021	\$12.32	\$179	\$435.37	24.14
2020	\$12.00	\$174	\$407.42	24.25

Average monthly pay includes hourly rate plus compensation for hearings  
2022 average pay and hours reflect January to October





# Questions From Management & Finance Policy Committee

## 1. What are other Civil Service Commissions doing with Commissioner's compensation?

- Colorado Springs – No Compensation
- Denver – \$100 per meeting (maximum \$100 per 24 hours)
- Ft. Collins – No Compensation
- Pueblo - \$250 per month

## 2. What is the recommendation for Civil Service Commissioner compensation?

- Monthly stipend: \$375 per month
- Per hearing: \$184.43 per day of hearing

Stipends adjusted annual in amount of Consumer Price Index or average pay change for all full-time city employees, whichever is less



ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION  
OF MEMBERS OF THE CIVIL SERVICE COMMISSION

WHEREAS, the City Council wishes to remove any potential lack of clarity in City Code as to the status of Civil Service Commissioners as volunteers for the City of Aurora, consistent with the City's practice and all other appointed members of boards and commissions for the City; and

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

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance 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.

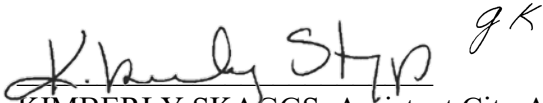
PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 gk  
\_\_\_\_\_  
KIMBERLY SKAGGS, Assistant City Attorney



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> Civil Service Commissioners Classification and Compensation
<b>Item Initiator:</b> Ryan Lantz, Director of Human Resources (requested by Matt Cain, Civil Service Administrator)
<b>Staff Source/Legal Source:</b> Ryan Lantz, Director of Human Resources   Kim Skaggs, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### 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:** 2/6/2023

**Regular Meeting:** N/A

### EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Due to unconventional scheduling, there are only two Study Sessions in the first two months of 2023. If this item is not addressed in the February 6, 2023 Study Session, then it will have to wait until March 6, 2023.

This item has a financial impact on the decision of how Civil Service Commissioners are compensated by the city.

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.

Ryan Lantz  
Agenda Item Initiator Name

  
Agenda Item Initiator Signature

1/23/2023  
Date

Laura Perry  
Late Submission Approver Name

  
Late Submission Approver Signature

1/23/2023  
Date



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Painted Prairie N. Orleans St. ROW Vacation
<b>Item Initiator:</b> Aja Tibbs, Senior Planner
<b>Staff Source/Legal Source:</b> Aja Tibbs, Senior Planner, City Management / Daniel L. Money, Senior Assistant City Attorney
<b>Outside Speaker:</b> Chris Fellows, Painted Prairie Owner, LLC
<b>Council Goal:</b> 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 2/27/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☒ No

### ITEM DETAILS:

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)  
Aja Tibbs, Senior Planner, City Management / Daniel L. Money, Senior Assistant City Attorney

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

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

### 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.)*

This is a request to vacate a segment of street right-of-way of Orleans Street. Street vacations are not subject to Planning Commission review and are directly the responsibility of the City Council.

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

The applicant, Painted Prairie Owner, LLC., proposes to vacate a segment of Orleans Street located along the south side of 58th Avenue. The street vacation request is part of a plan to facilitate the approval of the Painted Prairie Phase 6 Site Plan and Plat.

The right of way to be vacated is a small stub of Orleans Street that was originally intended to be the intersection at 58th Avenue. It was dedicated, designed and constructed with the Painted Prairie Phase I improvements. The Phase 6 site plan submission proposes to shift this intersection north along 58th Avenue, so the previous street stub and existing infrastructure will relocate to the new location upon the approval and construction of Phase 6.

As this portion of right-of-way and the existing utility infrastructure has been constructed and accepted by the city, the Council must grant approval of the vacation. Staff has received submittal documents for a utility easement that will remain over the existing infrastructure until it is removed and relocated.

The proposed right-of-way vacation meets the criteria found in Section 146-5.4.2.B.3.C for a street right-of-way vacation because it will not restrict access to any parcels and will not reduce the quality of public service to any adjacent property. The proposed right-of-way vacation will allow for a more cohesive design and allow development of the area to proceed.

Therefore, staff recommends approval of the right-of-way vacation.

---

## 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.)*

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

---

## QUESTIONS FOR COUNCIL

Does Council wish to approve the ordinance to vacate the described portion of Orleans Street?

---

## LEGAL COMMENTS

The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not:

1. Create any landlocked parcels;
2. Restrict access to any parcel so that access is unreasonable or economically prohibitive;
3. Vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity);
4. Reduce the quality of public services to any property; or
5. Be inconsistent with any transportation plan adopted by the City.

(Code Sec. 146-5.4.2.B.3.C) (Money)





**Painted Prairie Phase Six  
Street Vacation**

Case Number: 2022-8008-01  
Development Application: #1556-31



*Aurora is  
Worth Discovering!*



**City of Aurora, Colorado**

Feet 0 420 840

**Planning &  
Development Services**  
15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.733.7217  
GIS@auroragov.org



February 8, 2023

Aja Tibbs  
Senior Planner  
Office of Development Assistance  
15151 E. Alameda Parkway, Suite 5200  
Aurora, Colorado 80012

Re: Painted Prairie Phase 6

Dear Aja:

We are pleased to be submitting the rights of way vacation documents that are required for the Painted Prairie Phase Six project. The following documents are included for your review: Rights of Way Vacation Exhibit, Legal Description, Closure Report, and Property Owner Authorization.

The Painted Prairie Development is an exciting new community with a mix of residential and commercial buildings. The site is located near the Denver International Airport and is adjacent to the Gaylord Rockies Resort & Convention Center. Painted Prairie is currently working toward completing construction on the first 1000 homes in Filings 1, 2, and 3.

Painted Prairie Phase 6 is a 13.5 acre traditional neighborhood development organized around a highly connected street and pedestrian network. This phase is located in PA-22, and the eastern portion of PA-21 within the Painted Prairie Master Plan. The northeast corner of this phase is located at the intersection of Picadilly Rd and E. 57<sup>th</sup> Avenue. Its northern boundary runs along 58<sup>th</sup> Avenue, south of High Prairie Park, and is adjacent to the southeastern portion of Phase One (CN 2017-4005-00).

Painted Prairie Phase Six includes 81 residential lots/units and interconnected parks and open spaces. The lot layout requires that a portion of previously dedicated rights of way (ROW) be vacated. The intersection of N. Orleans Street and E. 59<sup>th</sup> Avenue was constructed with Phase One, but due to site plan changes, it will be moved further east. This change requires a vacation of the current ROW to remove the curb cut. New ROW will be dedicated on the Filing 8 Subdivision Plat to realign the intersection in its correct location. There is an existing City of Aurora watermain within the proposed vacated area. A utility easement will be granted over this watermain until it can be removed during construction.

Thank you for your time, consideration, and review of this project. I look forward to working with you to get this project to completion. Please contact me if you have any questions.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

A handwritten signature in black ink that reads "Alina Randall". The script is cursive and fluid, with the first name "Alina" and last name "Randall" clearly distinguishable.

Alina Randall, P.E.  
Project Manager

# PAINTED PRAIRIE PHASE 6 STREET VACATION

*Project No: DA-1556-31*

*Aurora City Council*

*February 27, 2023*







# PROJECT LOCATION







PAINTED PRAIRIE

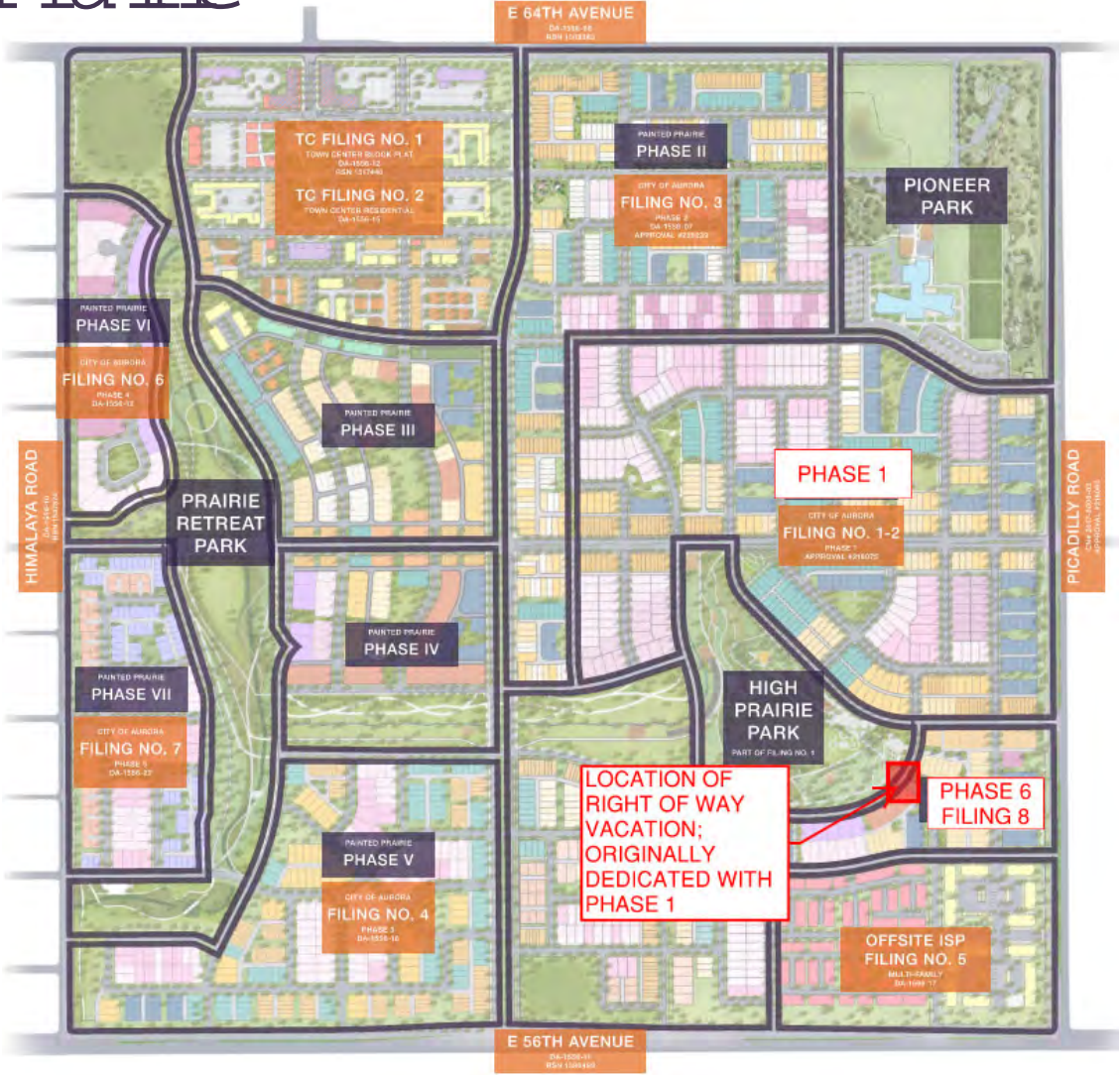
# Painted Prairie Filing 8 Phase 6 ROW Vacation Presentation

LIVE.  
UNEXPECTED.  
FRESH. URBAN LIVING.



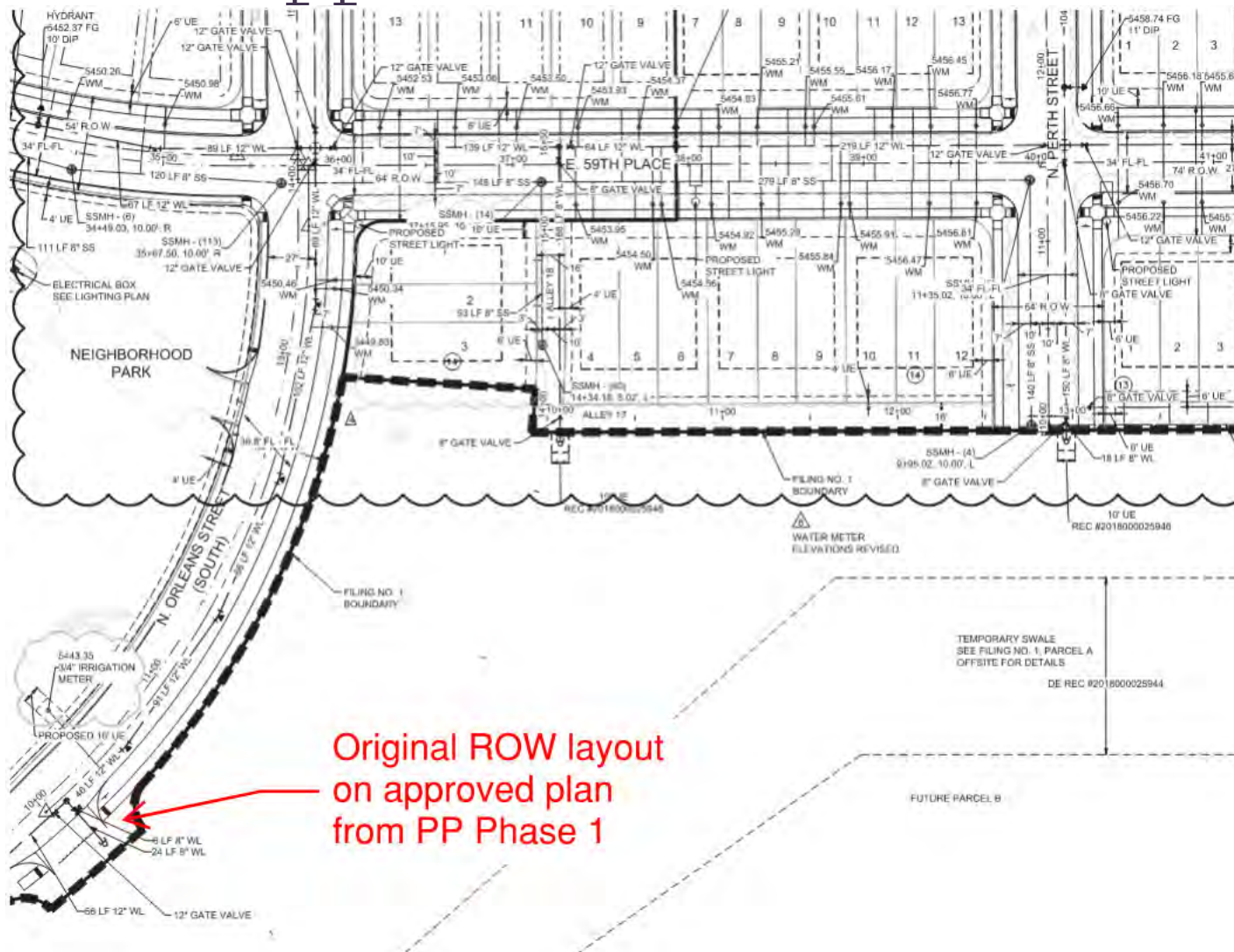


# Painted Prairie



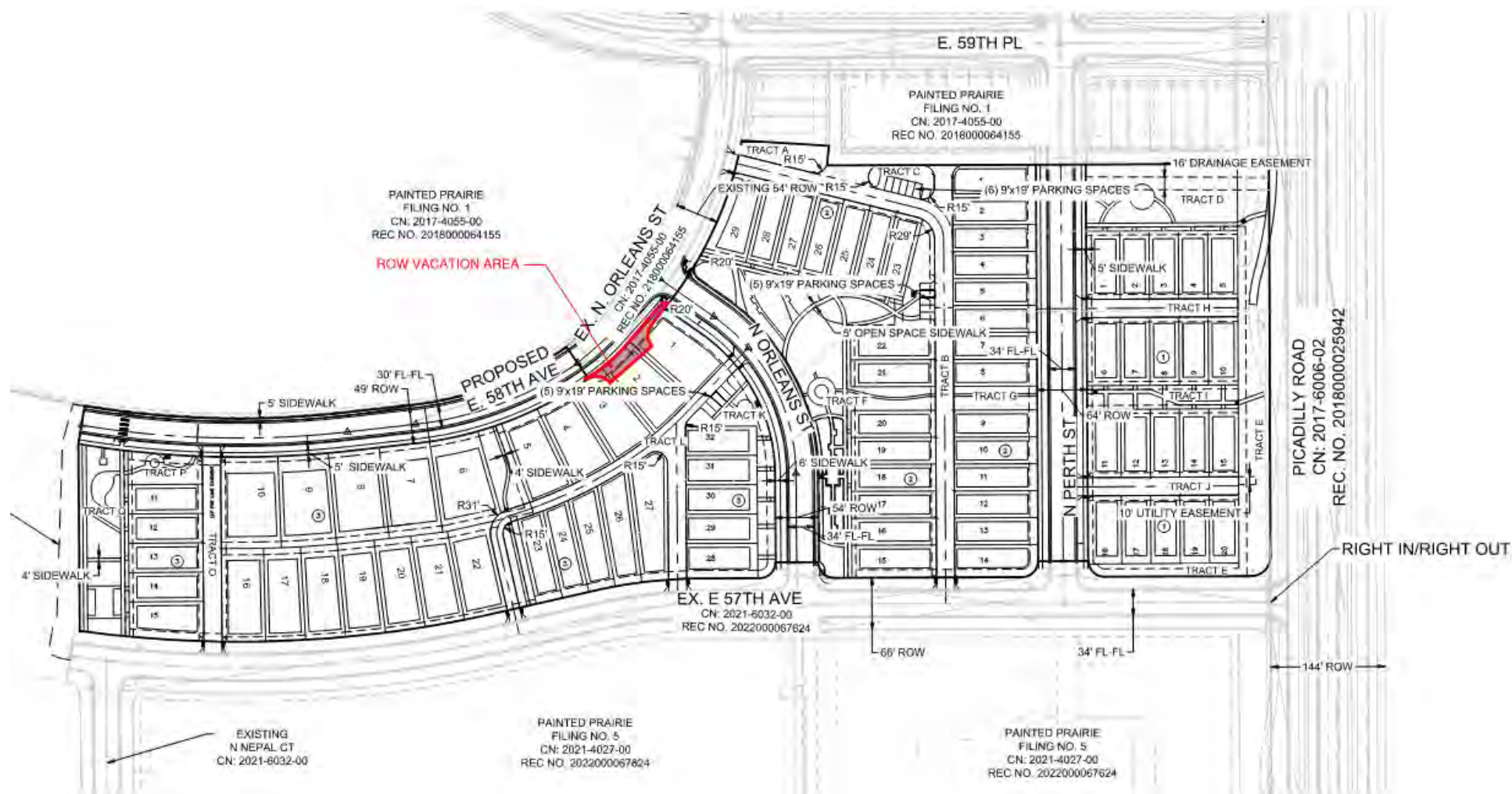


# Phase 1 Plan Approval

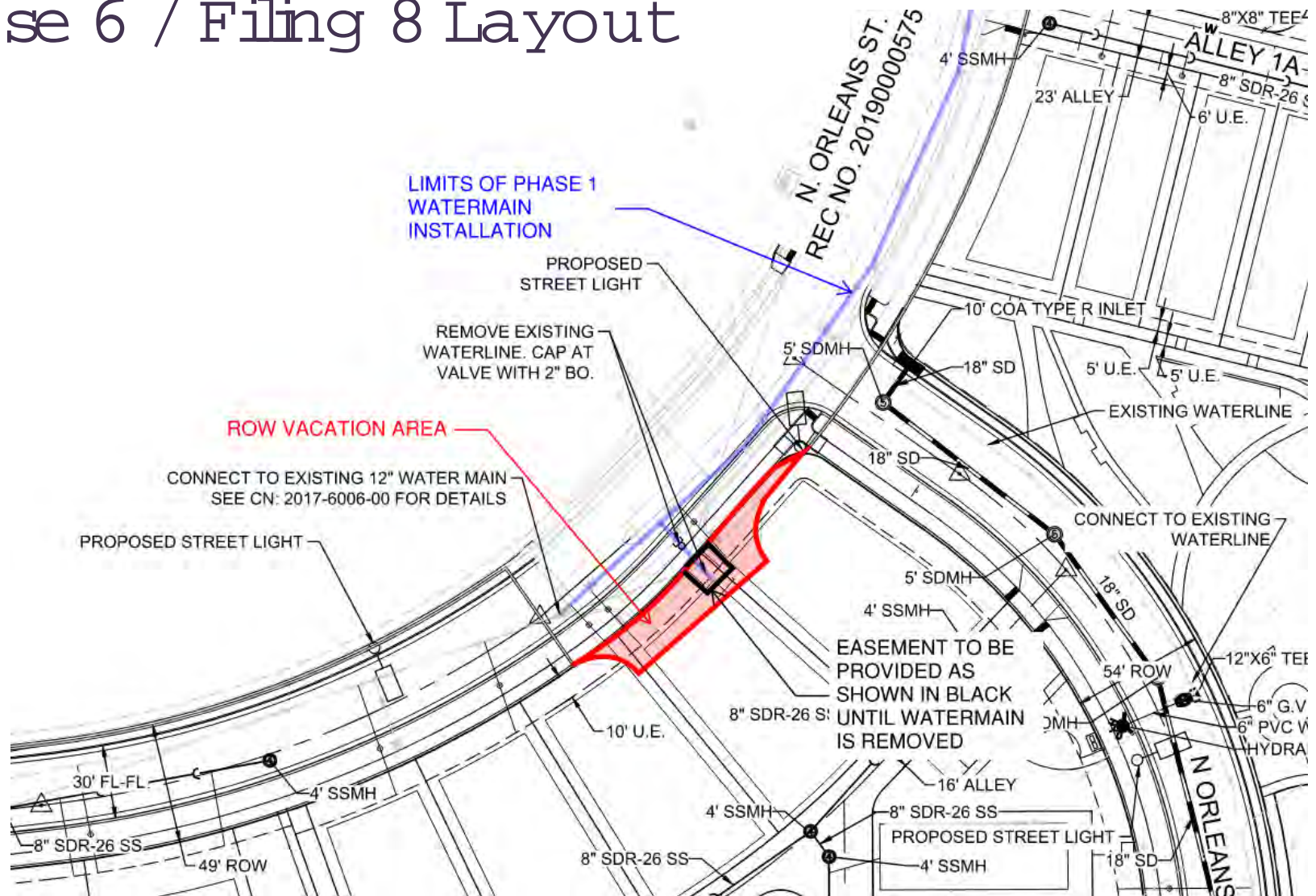




# Phase 6 / Filing 8 Layout



# Phase 6 / Filing 8 Layout





ORDINANCE NO. 2023 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)

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

Section 1. The public right-of-way for a portion of N. Orleans St., located within Section 11, Township 3 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Daniel L Money* RLA  
\_\_\_\_\_  
DANIEL L. MONEY, Senior Assistant City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

RIGHT OF WAY DEDICATED TO THE CITY OF AURORA BY PAINTED PRAIRIE SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2018000064155 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, TO BE VACATED, SAID RIGHT OF WAY BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "BOWMAN CONSULTING T3S 11/12/14/13 R66W 2019 PLS 38272" IN A RANGE BOX, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "CVL CONSULTANTS T3S R66W 1/4 S11/S12 2021 PLS 34591" IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00°13'50" WEST, A DISTANCE OF 2658.63 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 33°12'14" WEST A DISTANCE OF 1567.85 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF N. ORLEANS STREET BEING RECORDED IN PAINTED PRAIRIE SUBDIVISION FILING NO. 1, AT RECEPTION NO. 2018000064155 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 48°52'00" WEST, A DISTANCE OF 70.00 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°08'59", AN ARC LENGTH OF 29.02 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'28" WEST, A DISTANCE OF 26.54 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, BEING A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 00°35'33", AN ARC LENGTH OF 4.85 FEET, THE CHORD OF WHICH BEARS NORTH 54°48'16" EAST, A DISTANCE OF 4.85 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 12°41'43", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS NORTH 48°09'38" EAST, A DISTANCE OF 55.28 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 41°48'47" EAST, A DISTANCE OF 56.86 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 47°50'52", AN ARC LENGTH OF 12.53 FEET, THE CHORD OF WHICH BEARS NORTH 65°44'13" EAST, A DISTANCE OF 12.17 FEET, TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY, BEING A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 02°47'51", AN ARC LENGTH OF 22.90 FEET, THE CHORD OF WHICH BEARS SOUTH 40°47'08" WEST, A DISTANCE OF 22.90 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO A POINT OF REVERSE CURVATURE;



## EXHIBIT A

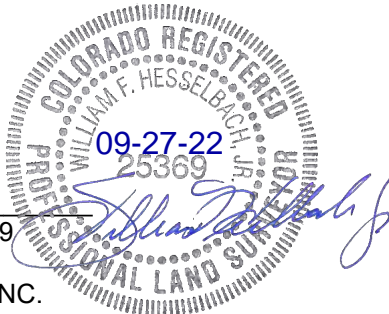
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF  $83^{\circ}56'02''$ , AN ARC LENGTH OF 29.30 FEET, THE CHORD OF WHICH BEARS SOUTH  $00^{\circ}13'02''$  WEST, A DISTANCE OF 26.75 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO THE **POINT OF BEGINNING**,

SAID RIGHT OF WAY CONTAINING A CALCULATED AREA OF 1,707 SQUARE FEET OR 0.039 ACRE, MORE OR LESS.

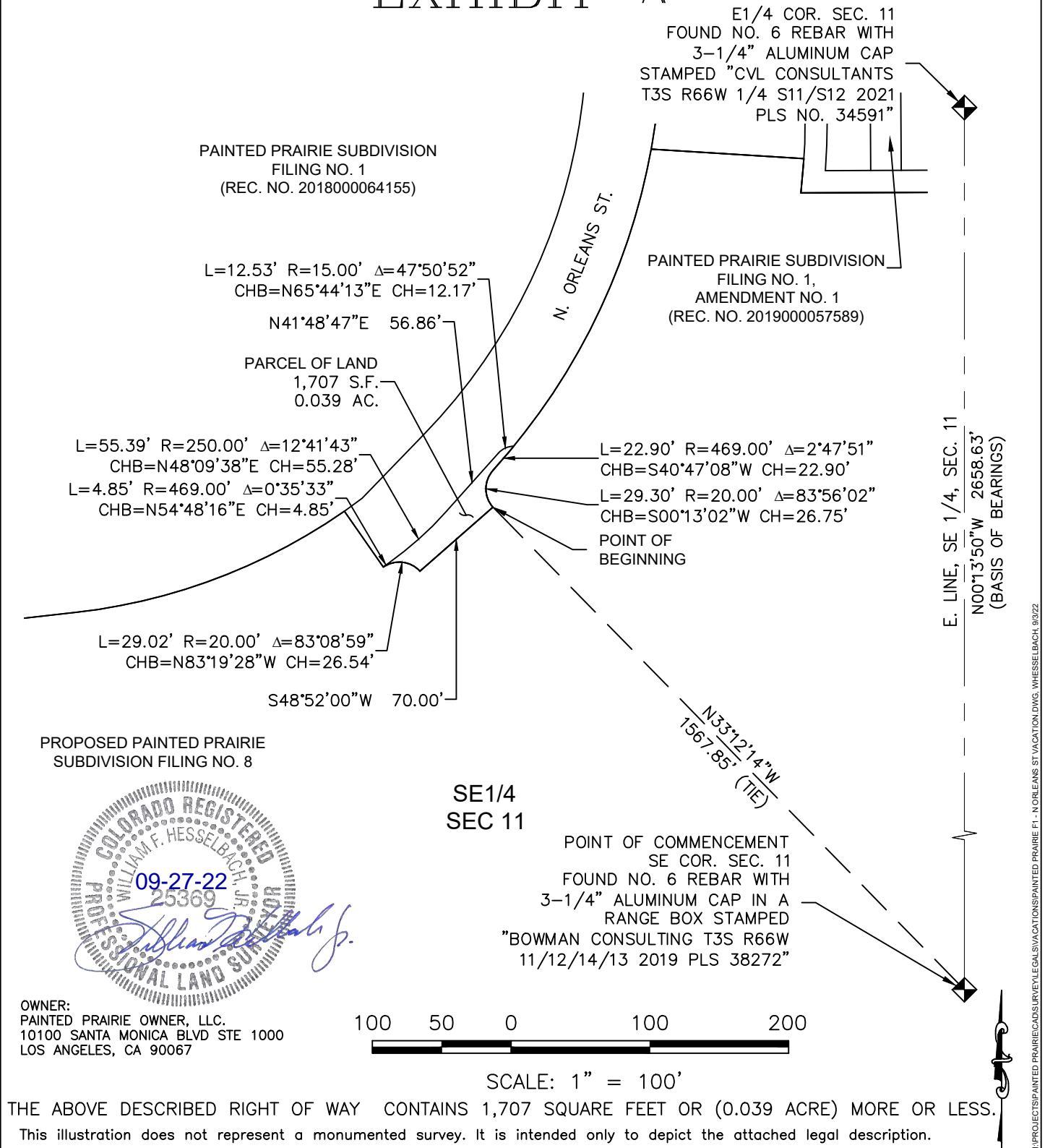
THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH, JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH, JR., P.L.S. 25369  
FOR AND ON BEHALF OF  
WESTWOOD PROFESSIONAL SERVICES, INC.  
10333 E. DRY CREEK ROAD, SUITE 240  
ENGLEWOOD, CO 80112



# ILLUSTRATION FOR EXHIBIT A



CITY OF AURORA, COLORADO

A RIGHT OF WAY, TO BE VACATED, SITUATED  
WITHIN PAINTED PRAIRIE SUBDIVISION FILING NO.  
1, SITUATED WITHIN THE SOUTHEAST QUARTER  
OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF  
AURORA, ADAMS COUNTY, COLORADO.

BY: MJP	SCALE: 1" = 100'	R.O.W.
CK'D: WFH	DATE: 09/02/2022	JOB NO. 30155402



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Kings Point South PA 1-4 Zoning Map Amendment
<b>Item Initiator:</b> Erik Gates, Planner
<b>Staff Source/Legal Source:</b> Erik Gates, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 3/27/2023

**Item requires a Public Hearing:** ☒ Yes ☐ No

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

- 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 PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

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

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



---

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Planning and Zoning Commission

**Policy Committee Date:** 2/8/2023

**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.)*

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on February 8, 2023 and voted unanimously (7-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit D) and this details the discussion and Planning Commission action on this item.

---

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

The applicant, Lennar, is requesting approval of a Zoning Map Amendment to rezone approximately 33 acres from Residential – Medium Density (R-2) to Residential – Low Density Single-Family (R-1). The subject property is located within Subarea C, at the southern end of Aurora, north of the intersection of E-470 and Cottonwood Drive. The anticipated use for this property following a rezoning to R-1 would be single-family dwellings.

The property is located within the Established Neighborhood Placetype within the Aurora Places Comprehensive Plan. The proposed R-1 zone district is well compatible with the designated placetype and permits compatible uses, which are primarily identified to be residential uses in the Comprehensive Plan.

The proposal is being driven by the Kings Point South PAS 1-4 Site Plan and Plat application (DA-1628-06), which proposes single-family detached dwellings in the proposed rezoned area. A rezone was required for that proposed site plan layout in order to avoid splitting individually platted lots between zone districts. The referenced application is still under review with City Staff.

Ten adjacent property owners and sixteen registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during Staff review. Therefore, no neighborhood meeting was held.

---

**FISCAL IMPACT**

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> 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.)*

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

---

**QUESTIONS FOR COUNCIL**

Does the City Council wish to approve the Zoning Map Amendment from the R-2 District to the R-1 District?

**LEGAL COMMENTS**

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

- (1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
- (2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
  - (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
  - (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
  - (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

(City Code Sec. 146-5.4.1.C) (Money)

---



**King's Point South  
Zoning Map Amendment**

Case Number: 2000-2014-03  
Development Application: #1628-07



*Aurora is  
Worth Discovering!*

**City of Aurora, Colorado**

Feet  
0 1,000 2,000

**Planning &  
Development Services**  
15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.730.7217  
GIS@auroragov.org





2953 South Peoria Street, Suite 101  
Aurora, Colorado 80014  
303.770.7201 fax 303.770.7132

January 5, 2023

Mr. Erik Gates  
City of Aurora Planning Department  
15151 E. Alameda Parkway  
Aurora, CO 80012

Dear Mr. Gates,

THK Associates, on behalf of Lennar is applying for a rezoning of Kings Point South Planning Areas 1-4. Currently, there is a concurrent Site Plan (DA-1628-06) under review by the City of Aurora for this parcel. The Site Plan meets dimensional standards of R-1 zoning in areas that are being proposed for a zoning map adjustment.

We look forward to working with the City during this process. Please don't hesitate to contact me with any questions or comments.

Regards,

A handwritten signature in blue ink, appearing to read "Julie Gamec".

Julie Gamec | THK Associates, Inc. | Principal  
303-770-7201

## REZONING JUSTIFICATION

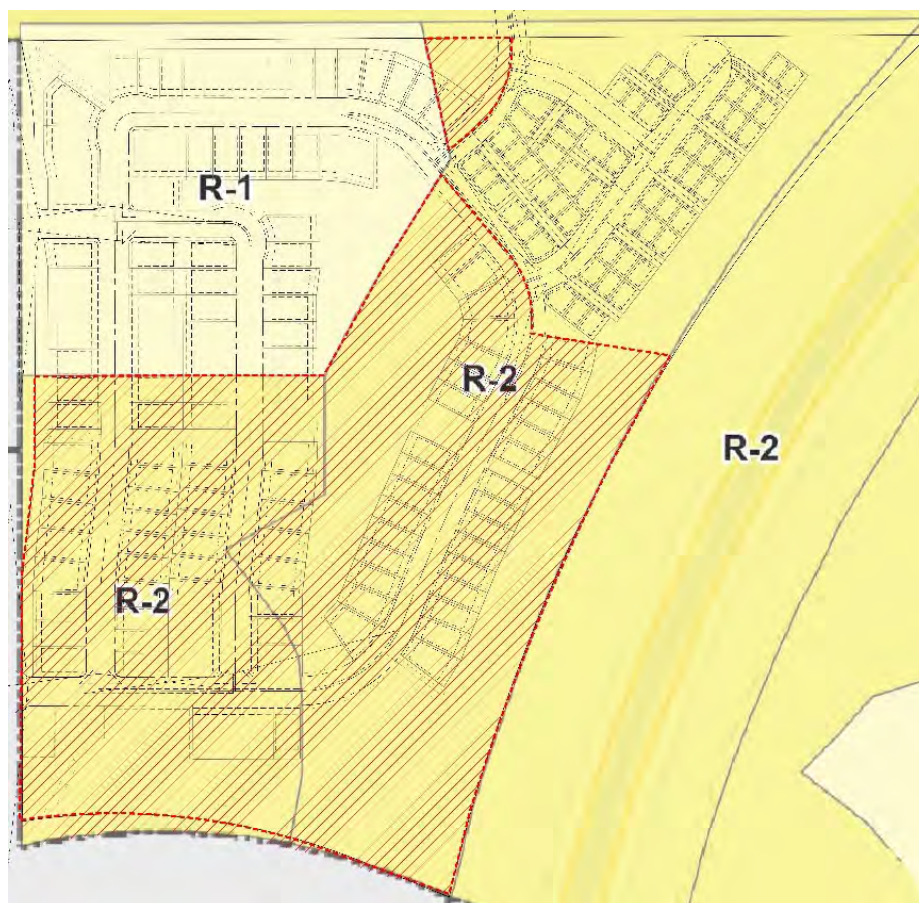
### Kings Point South PA 1-4

Per the Unified Development Ordinance (UDO) the Criteria for Approval listed in Article 146-5.4.1.C.3.a states the following criteria must be met:

1. The change to the Zoning Map is needed to correct an error
2. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
  - a. The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
  - b. The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
  - c. The application demonstrates that the change in zoning will not create significant dislocation of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The request to change the zoning map is not needed to correct an error.

The applicant is proposing to rezone +/- 33 acres of a +/- 60 acre site. Currently, the site is undeveloped, and zoned R-1 Low-Density Single-Family Residential District and R-2 Medium-Density Residential District. The rezoning will encompass generally the central and south areas of the site. The northwest corner of the site is currently zoned R-1 and will remain. The northeast corner of the site is currently zoned R-2 and will also remain.



**\*\*hatched areas to be rezoned to R-1\*\***

The applicant proposes that the site be rezoned from R-2 Medium-Density Residential District to a R-1 Low-Density Single-Family Residential District zoning in the areas noted. This request is to respect the neighbors in the adjacent Valley Hi neighborhood in unincorporated Douglas County. Note that all adjacent zoning to the north and east of the site is R-2. The site to the south is within the Town of Parker and zoned commercial.

The proposed initial zoning changing from R-2 to R-1 is consistent with the intent of the Comprehensive Plan. The Comprehensive Plan notes the Placetype in this area as Established Neighborhood. The primary land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Single-Family Detached Residential

- Single-Family Attached Residential
- Multifamily Residential

The supporting land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Restaurant
- Commercial Retail
- Office
- Institutional
- Parks and Open Space
- Community Garden

The Placetype of Established Neighborhood encompasses the use and feeling of both R-1 and R-2 zoning. The new zoning encourages blending of new development with existing development by limiting density through dimensional standards as defined in the UDO.

Per the UDO, the purpose of the R-1 district is to promote and preserve safe and attractive low-density single- Family residences. The district would prohibit all commercial activities except permitted home occupations. The R-1 district is generally comprised of medium to large suburban lots.

The Dimensional Standards of the proposed rezone are compatible with the surrounding development, as that is already zoned R-2. All of Kings Point South development is subject to the Kings Point South Framework Development Plan which outlines its own development standards, above and beyond the city code. Zone districts are realigned to utilize proposed lot lines or the center line of proposed roads and does not bisect any lots or tracts.

Currently, the site is undeveloped and so no dislocations of tenants or occupants will occur. The rezoning of this property would allow for future development to be consistent with the Comprehensive Plan, and surrounding development.

The applicant has filed a Zoning Inquiry Application Form under the reference #:1672758 dated December 1, 2022.



**EXHIBIT "A"****LEGAL DESCRIPTION**

TWO PARCELS OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS SOUTH 00°07'05" EAST, A DISTANCE OF 2594.48 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

**PARCEL 1**

THENCE NORTH 89°35'36" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 225.49 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°38'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 759.54 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°38'25" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 196.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°25'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°11'12", AN ARC LENGTH OF 240.80 FEET;

THENCE SOUTH 50°36'55" WEST, A DISTANCE OF 65.28 FEET;

THENCE NORTH 12°18'25" WEST, A DISTANCE OF 259.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.754 ACRES, (32,843 SQUARE FEET), MORE OR LESS.

**PARCEL 2**

THENCE SOUTH 08°27'16" EAST, A DISTANCE OF 758.92 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DEDICATED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2019034589 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°52'48" EAST, A DISTANCE OF 631.56 FEET;

THENCE NORTH 31°54'51" EAST, A DISTANCE OF 534.88 FEET;

THENCE SOUTH 39°23'05" EAST, A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°44'33", AN ARC LENGTH OF 203.95 FEET;

THENCE SOUTH 82°38'32" EAST, A DISTANCE OF 325.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,969.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°56'12" EAST, BEING A POINT ON THE WESTERLY

RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED AS PARCEL TK-31-1 IN THE DOCUMENT RECORDED IN BOOK 1698 AT PAGE 1250 IN SAID RECORDS;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}41'11''$ , AN ARC LENGTH OF 1,294.68 FEET;
2. SOUTH  $13^{\circ}22'37''$  WEST, A DISTANCE OF 30.49 FEET TO THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 801 AT PAGE 471 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES;

1. NORTH  $67^{\circ}52'57''$  WEST, A DISTANCE OF 213.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}48'47''$ , AN ARC LENGTH OF 773.34 FEET TO THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2019034590 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES;

1. NORTH  $00^{\circ}07'05''$  WEST, A DISTANCE OF 503.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 730.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}02'19''$ , AN ARC LENGTH OF 89.68 FEET;
3. NORTH  $06^{\circ}55'14''$  EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}02'16''$ , AN ARC LENGTH OF 99.50 FEET TO THE SOUTHEAST CORNER OF SAID PORTION OF KINGS POINT WAY AS DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 2019034589;

THENCE NORTH  $00^{\circ}07'05''$  WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 157.12 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 31.380 ACRES, (1,366,927 SQUARE FEET), MORE OR LESS.

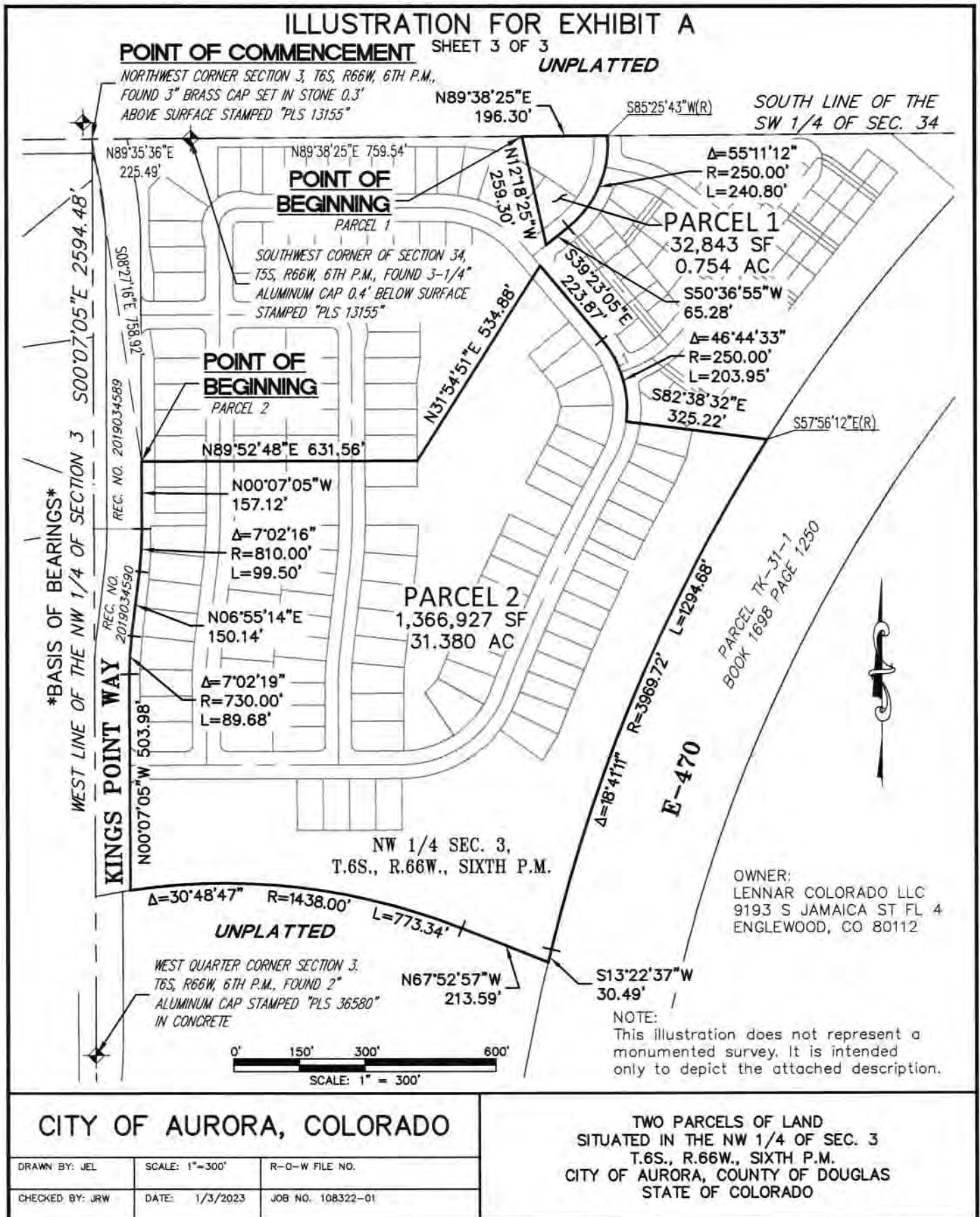
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898









**Planning and Zoning Commission Meeting Minutes  
February 8, 2023**

**Commissioners Present**

**Garrett Walls  
Becky Hogan  
Robert Gaiser  
Sondra Banka  
Gayle Jetchick  
Melvin Bush  
Garrett Ahern**

- 1. Study Session –No Study Session Scheduled**
- 2. Regular Meeting – Call to Order 6:10 p.m.**
- 3. Roll Call**
- 4. Pledge of Allegiance**

Not Conducted Due to Virtual Meeting

- 5. Approval of the Planning Commission Minutes  
5.a. January 25, 2023, Draft Minutes**

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

THE MINUTES WERE APPROVED UNANIMOUSLY.

- 6. Adoption of Agenda**

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



**Planning and Zoning Commission Meeting Minutes  
February 8, 2023**

**7. General Business**

**7a. KINGS POINT SOUTH PA 1-4 – ZONING MAP AMENDMENT**

The applicant, Lennar, is requesting approval of a Zoning Map Amendment to rezone approximately 33 acres from Residential – Medium Density (R-2) to Residential-Low-Density Single-Family (R-1). The subject property is located within Subarea C, at the southern end of Aurora, north of the intersection of E-470 and Cottonwood Drive. The anticipated use for this property following a rezoning to R-1 would be single-family dwellings.

The property is located within the Established Neighborhood Placetype within the Aurora Places Comprehensive Plan. The proposed R-1 zone district is compatible with the designated placetype and permits compatible uses, which are primarily identified as residential uses in the Comprehensive Plan.

The proposal is driven by the Kings Point South PAS 1-4 Site Plan and Plat application (DA-1628-06), which proposes single-family detached dwellings in the rezoned area. A rezoning was required for that proposed site plan layout to avoid splitting individually platted lots between zone districts. The referenced application is still under review with city staff.

Ten adjacent property owners and 16 registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during the review, therefore, no neighborhood meeting was held. Staff received no additional comments because of the Planning and Zoning Commission Public Hearing Notice and sign posting.

**Testimony Given at the Hearing:**

Erik Gates, Case Manager, gave a presentation of the item, including the staff recommendation. Commissioner Hogan asked for clarification on public notification, requesting if adjacent jurisdictions are notified other than by signposting.

Mr. Gates confirmed that adjacent residents receive public notification and adjacent counties receive referrals during the review.

Commissioner Hogan asked if a Site Plan would be brought to Planning Commission for review for this proposal.

Mr. Gates responded because this proposal is in Subarea C; a Site Plan would not be heard by the Planning Commission unless an adjustment is requested by the applicant.

Julie Gamec, THK Associates Inc, 2953 S Peoria Street STE 101, Aurora, CO 80014, agent representing the applicant, was available for questions. Ms. Gamec responded to Commissioner Hogan's question, indicating that a Site Plan will be brought to the Planning Commission due to a request for adjustment for a setback.

There was no public comment.



**Planning and Zoning Commission Meeting Minutes  
February 8, 2023**

**Planning Commission Results**

**AGENDA ITEM 7a – ZONING MAP AMENDMENT**

A MOTION WAS MADE BY COMMISSIONER AHERN AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT TO THE CITY COUNCIL TO REZONE THE SUBJECT PROPERTY FROM R-2 TO R-1 BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS IN CODE SECTION 146-5.4.1.C.1.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN;
2. THE ZONING MAP AMENDMENT IS COMPATIBLE WITH THE SURROUNDING AREAS, ZONING DISTRICTS, AND USES; AND,
3. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

**Further Discussion:**

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



## Planning and Zoning Commission Meeting Minutes February 8, 2023

### 8. Public Invited to be Heard

There was no public comment.

### 9. Commissioner Comments/Miscellaneous Items of Business

Chairman Walls notified the commission of a meeting held with staff, Commissioner Hogan, Co-Chair, and himself. Chairman Walls asked for commissioners' thoughts on topics discussed during this meeting.

One topic of concern was a proposal to align the Planning and Zoning Commission processes with that of the City Council by changing the time allotment for public testimony from five minutes to three minutes.

Commissioner Ahern voiced support for this proposal noting it brings consistency across City Council and the commission.

Commissioner Gaiser agreed with Commissioner Ahern, further noting that three minutes allows adequate time for public testimony. Commissioner Jetchick also agreed with Commissioner Ahern and Gaiser.

Chairman Walls noted that the commission appears in agreement with this proposal. Chairman Walls asked staff for confirmation on the appropriate course of action to move on this item.

Brandon Cammarata, Planning Manager, noted that staff will need to make a text amendment to the preamble for meetings on expectations for public testimony.

Daniel Money, City Attorney, noted that this requested change would require an amendment to the bylaws. Mr. Money stated that this request to change the bylaws can be made by staff and brought back to the commission as an agenda item for amendment of the bylaws for the next meeting.

Commissioner Hogan indicated a recommendation was given to staff for review of a year's worth of study session items. Commissioner Hogan noted, pending this review, a schedule would be presented to the commission on future study sessions.

Commissioner Hogan also indicated that it was discussed when the best time would be to have study sessions: leave as is; select an off Wednesday at 6:00 pm; or change the current study session start time from 5:00 pm to 5:30 pm.

Commissioner Banka noted she is not in support of moving the study session to an off Wednesday. Commissioner Bush agreed with Commissioner Banka further noting this change may prove to be a schedule conflict with other obligations. Commissioner Gaiser agreed with Commissioner Banka and Bush also noting that the proposal to change the existing timing of study sessions may be problematic by leading to late meetings.

Commissioner Ahern and Commissioner Jetchick agreed with Commissioner Gaiser. Commissioner Jetchick voiced support for leaving the study session scheduling as is.



## **Planning and Zoning Commission Meeting Minutes February 8, 2023**

Commissioner Hogan noted it was also discussed moving to in-person versus virtual meetings, noting that it is the City Manager who has the authority to decide the meeting format. Commissioner Hogan asked the commission for their preference on meeting format so that may be communicated to the City Manager.

Commissioner Jetchick, Commissioner Ahern, Commissioner Gaiser, and Commissioner Bush voiced support for a virtual meeting format for the commission.

Commissioner Banka also noted her personal preference for virtual meetings.

Chairman Walls voiced support for a virtual meeting format for convenience. However, Chairman Walls noted a virtual meeting format may be problematic for the public who do not have access to technology but would like to speak on an agenda item. Chairman Walls posed for consideration a pared-down hybrid model in which public comment at the Aurora Municipal Center would be permitted if deemed necessary.

Commissioner Gaiser noted that the public may have access to a telephone to participate in virtual meetings via conference call.

Chairman Walls cautioned there may be members of the public who do not have telephone or internet access who would like to provide testimony.

Commissioner Hogan requested that staff communicate the preference of the Planning Commission for a virtual meeting format should questions about the preference of meeting format be made by the City Manager.

Commissioner Hogan asked Jeanine Rustad, Director of Planning and Development, and Mr. Cammarata, Planning Manager, that a draft schedule of study sessions be provided to the commission upon completion of their review.

Mr. Cammarata noted staff will review the requests of the commission and are available to support them.

Chairman Walls asked the commission if any members are having difficulty accessing their city credentials, including email, OneDrive, and SharePoint. Commissioner Walls indicated that he is available to aid the commission regarding access to these programs.

Commissioners Hogan, Commissioner Gaiser, and Commissioner Banka noted that they are having some difficulty accessing city email and documents. Chairman Walls indicated that he would work individually with each commissioner having difficulty, ensuring they are able to gain access.

Commissioner Ahern asked for clarification on the responsibilities of the commission to complete cyber training.

Chairman Walls replied that completion of this training is not required however can be helpful for general cyber-security knowledge. Mr. Cammarata agreed.



## Planning and Zoning Commission Meeting Minutes February 8, 2023

### 10. Reports

#### 10a. Report by Planning Division Manager

Brandon Cammarata, Planning Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include E-470 and 6<sup>th</sup> Parkway – Infrastructure Site Plan and Kings Point South – Master Plan Amendment.

Mr. Cammarata commented that on February 22, 2023, there is a study session for the commission that begins at 4:30 pm – 6:00 pm. Mr. Cammarata indicated an outside consultant will conduct the study session. Mr. Cammarata encouraged the commission to reach out to staff with any questions pertaining to this training and topics for discussion.

Commissioner Hogan asked if this is a joint presentation between the city attorney's office and an outside attorney.

Jeannine Rustad, Director of Planning, indicated that an outside attorney will be conducting the training. Ms. Rustad encouraged attendance.

#### 10b. Report by City Attorney

Dan Money, City Attorney, was available for questions. Mr. Money noted on January 30<sup>th</sup> that the City Council agreed to opt into Housing Initiative 108 which stipulates that monies will be made available to the city through taxation by the State of Colorado for the purpose of providing additional affordable housing.

Commissioner Banka ask for additional information on Ballot Measure 123 which recently passed, indicating she would reach out separately to Mr. Money.

Ms. Rustad noted that Amendment 123, and Initiative 108, are used interchangeably and refer to the same measure. Ms. Rustad noted there are implications of opting in and staff will discuss the 90-day approval period required for affordable housing for this initiative. Mr. Money agreed.

Chairman Walls asked if this initiative creates a separate process for affordable housing projects.

Ms. Rustad noted that this is to be determined and the commission will be updated as information becomes available.

Commissioner Hogan asked if there is other legislation that will affect the commissioners on the horizon.

Ms. Rustad noted she has heard discussions of horizontal development and inclusionary zoning but no concrete legislative proposals impacting the Planning Commission.

Mr. Money noted developers have asked for different density concepts to include horizontal multi-family. These would be single-family rentals that are not attached, going across. Mr. Money stated that this could impact zoning, changing the definition of low-density zoning.



## Planning and Zoning Commission Meeting Minutes February 8, 2023

Commissioner Ahern asked if these legislative priorities are driven by the city council.

Mr. Rustad responded yes that is the case.

Mr. Money noted these considerations are also driven by the State of Colorado.

Chairman Walls thanked Commissioner Bush for his work and leadership on the Planning and Zoning Commission.

Commissioner Bush thanked Chairman Walls and the commission for their work.

Commissioner Hogan thanked Commissioner Jetchick for her work as CO-Chair.

### 11. Adjournment

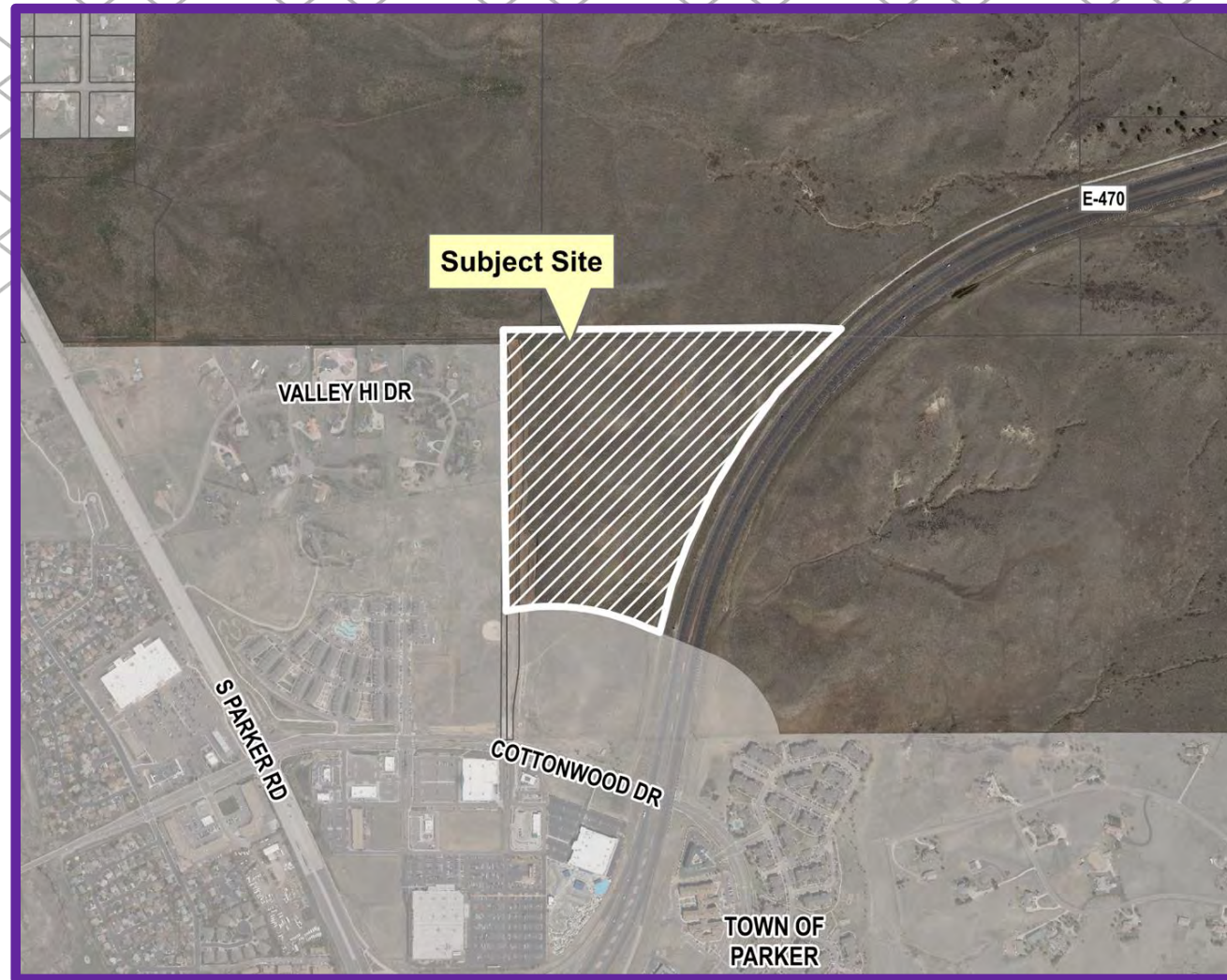
Chairman Walls adjourned the meeting at 6:57 p.m. until Wednesday, February 22, 2023.

Minutes approved

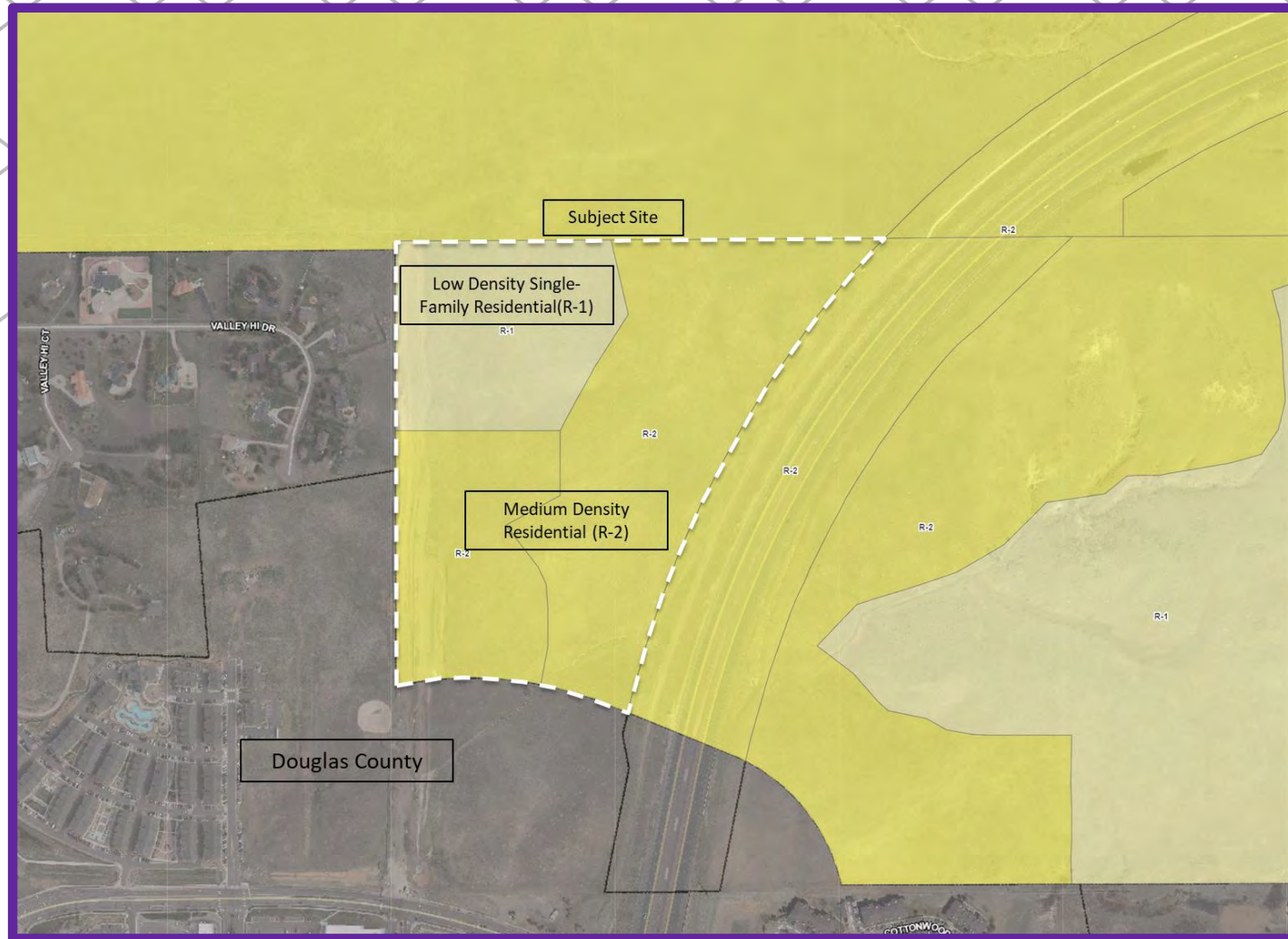
A handwritten signature in cursive script, likely belonging to Chairman Walls, positioned above the "Minutes approved" text.



# VICINITY MAP

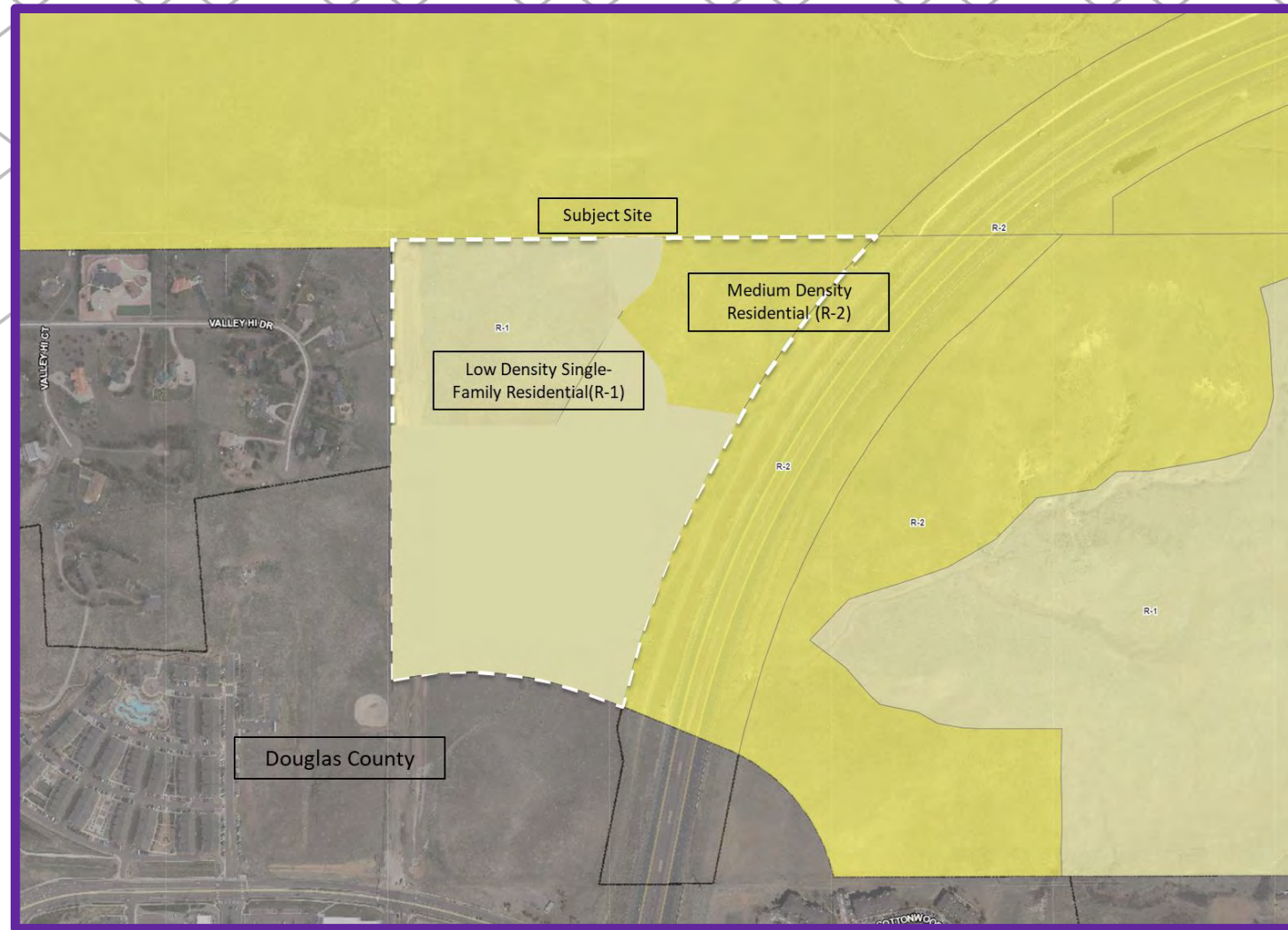


# CURRENT ZONING MAP





# PROPOSED ZONING MAP



ORDINANCE NO. 2023 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that 33-acres of land, more or less, located north of E-470 and Cottonwood Dr., City of Aurora, County of Douglas, State of Colorado, be rezoned from Medium-Density Residential Zone District (R-2) to Low-Density Single-Family Zone District (R-1); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the rezoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on February 8, 2023, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the parcels.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcels, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Low-Density Single-Family Residential Zone District (R-1) and the zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Daniel L Money* RLA  
\_\_\_\_\_  
DANIEL L. MONEY, Senior Assistant City Attorney

**EXHIBIT "A"****LEGAL DESCRIPTION**

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THENCE SOUTH 82°38'32" EAST, A DISTANCE OF 325.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,969.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°56'12" EAST, BEING A POINT ON THE WESTERLY



RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED AS PARCEL TK-31-1 IN THE DOCUMENT RECORDED IN BOOK 1698 AT PAGE 1250 IN SAID RECORDS;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}41'11''$ , AN ARC LENGTH OF 1,294.68 FEET;
2. SOUTH  $13^{\circ}22'37''$  WEST, A DISTANCE OF 30.49 FEET TO THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 801 AT PAGE 471 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES;

1. NORTH  $67^{\circ}52'57''$  WEST, A DISTANCE OF 213.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}48'47''$ , AN ARC LENGTH OF 773.34 FEET TO THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2019034590 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES;

1. NORTH  $00^{\circ}07'05''$  WEST, A DISTANCE OF 503.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 730.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}02'19''$ , AN ARC LENGTH OF 89.68 FEET;
3. NORTH  $06^{\circ}55'14''$  EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}02'16''$ , AN ARC LENGTH OF 99.50 FEET TO THE SOUTHEAST CORNER OF SAID PORTION OF KINGS POINT WAY AS DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 2019034589;

THENCE NORTH  $00^{\circ}07'05''$  WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 157.12 FEET TO THE **POINT OF BEGINNING**.

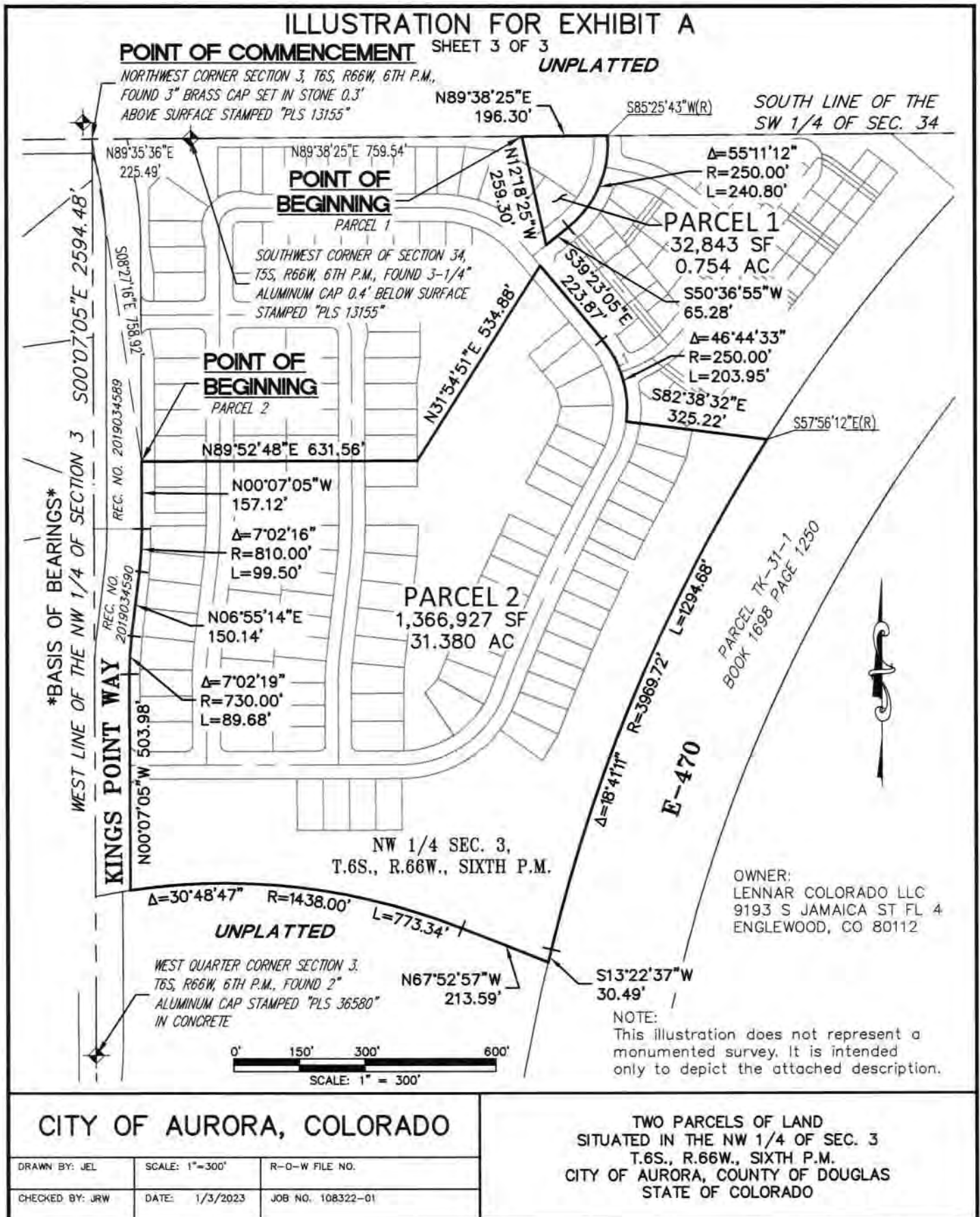
CONTAINING AN AREA OF 31.380 ACRES, (1,366,927 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898









# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Northeast Aurora Planning and Annexation Boundary Expansion Comprehensive Plan Amendment
<b>Item Initiator:</b> Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services
<b>Staff Source/Legal Source:</b> Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

### COUNCIL MEETING DATES:

**Study Session:** 1/23/2023

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 3/27/2023

**Item requires a Public Hearing:** ☒ Yes ☐ No

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

- 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

PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)

Sponsor: Mike Coffman, Mayor

Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

---

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

- |   |   |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session   | <input type="checkbox"/> Approve Item as proposed at Study Session              |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |

☐ Information Only

☐ Approve Item with Waiver of Reconsideration  
Reason for waiver is described in the Item Details field above.

---

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Planning & Economic Development

**Policy Committee Date:** 6/15/2022

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

At the January 24, 2022, City Council Study Session, staff presented an overview of the history and **purpose of the city's Planning and Annexation Boundary**. The owner representatives of property located northeast of Denver International Airport adjacent to Aurora approached staff about potentially **annexing into the city**. The property is located just outside of the city's state-mandated Planning and Annexation Boundary adopted with the 2018 Aurora Place comprehensive Plan. Only those properties located within the boundary are eligible for annexation.

The city's Unified Development Ordinance (UDO) requires that property owners provide a fiscal impact analysis at their cost when requesting to annex into the city (Section 146-5.4.1.B.3.d). Because each annexation request outside the Planning and Annexation Boundary provides Council with an opportunity to evaluate expanding the boundary, staff proposed to initiate a fiscal impact analysis that **would encompass the property owner's parcel and also "square off" the current northern Planning and Annexation Boundary** to include approximately 12 additional square miles, making approximately 85 parcels eligible for annexation should a property owner wish to petition for annexation.

City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the fiscal impact analysis and report.

Staff presented an update on the study at the June 15, 2022, meeting of the Planning and Economic Development Policy Committee. At that time, the final report was under development and the Committee voted unanimously to move the item, and completed report, to a City Council Study Session. Minutes are attached.

Staff and the project consultant presented the fiscal impact analysis report to Council at their January 23, 2023 study session. At that time, Council directed staff to proceed with a formal amendment to the comprehensive plan to amend the planning and annexation boundary.

At their February 22, 2023 meeting, the Planning and Zoning Commission voted (6-1) to recommend approval of the proposed ordinance to amend the Aurora Places Comprehensive Plan to expand the planning and annexation boundary. The staff report and voting summary are attached.

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

Since February 2022, staff from Planning, Public Works, Fire, Police, PROS and the Office of Development Assistance have been preparing the documentation that the city's consultant, EPS, to model the fiscal impact should all properties in the study area annex into the city. Initially, Planning staff prepared a land use plan that is based on the Colorado Air and Space Port Subarea Plan approved by the Adams County Commissioners in the latter part of 2021. Only non-residential land uses are permitted in this area, because of multiple overlapping airport noise overlay districts.

Planning staff then worked with the consultant to refine the land use plan and convert proposed land uses into a matrix suitable for modeling. Aurora Water staff worked with Planning staff and the consultant to translate the land use into water, wastewater and stormwater infrastructure and water resources needed to serve the new land uses. PROS has identified one major trail corridor that is located in the study area. Police and Fire are relying on case studies from Majestic Commerce Center, CentreTech, Industrial Rail, Distribution Warehouse development and other existing non-residential land uses to help service departments estimate service levels at full buildout. Input on costs to serve the study area were provided to the consultant and have been incorporated into the fiscal impact analysis.

#### Fiscal Impact Analysis Report

The city's consultant, Economic and Planning Systems, Inc., has completed the fiscal impact analysis and the report is attached. The report is attached that describes the study's methodology and assumptions and estimated fiscal impacts to the city for both (one-time) capital and (ongoing) operational expenses and revenues.

The presentation that was provided to City Council at the January study session is attached.

Written notice to property owners within the study area was made ahead of the Planning and Zoning Commission Public Hearing. The fiscal impact analysis report was made available to property owners for their review, as well as an opportunity to provide feedback and/or attend the public hearing(s).

Amendments to the city's comprehensive plan must be approved by a super majority (two-thirds of the entire membership of City Council) to be adopted.

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## **FISCAL IMPACT**

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input checked="" type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input checked="" type="checkbox"/> Workload Impact | <input type="checkbox"/> 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.)*

See attached fiscal impact summary and report.

### **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.)*

See attached fiscal impact summary and report.

## **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.)*

See attached fiscal impact summary and report.

---

**QUESTIONS FOR COUNCIL**

Does Council wish to approve the Comprehensive Plan Amendment?

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**LEGAL COMMENTS**

An amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora.

The City Council shall conduct a public hearing on an application to amend the Comprehensive Plan. City Council may approve amendments to the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of City Council. (City Code Sec. 146-5.4.1.A)

Whenever a super majority, of the fraction of two thirds, is referenced in the context of the enactment of ordinances and resolutions, it shall be deemed to mean seven affirmative votes. (City Code Sec. 2-34)  
(Money)

## APPROVED

**PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING  
MINUTES****Date:** June 15, 2022**Time:** 8:30 am

**Members Present** Chair: Councilmember Danielle Jurinsky, Vice Chair: Councilmember Dustin Zvonek, Councilmember Angela Lawson

**Others Present** Adrian Botham, Alicia Montoya, Alison Lueck, Andrea Amonick, Andrea Barnes, Ari Muca, Becky Hogan, Bob Oliva, Brad Pierce, Brandon Cammarata, Brian Duffany, Brian Rulla, Bruce Dalton, Cathy DeWolf, Daniel Krzyzanowski, Daniel Money, David Schoonmaker, Diana Rael, Garrett Walls, Gayle Jetchick, Gregg Johnson, Jacob Cox, Jake Calegari, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jessica Prosser, Julie Patterson, Karen Hancock, Kim Kreimeyer, Liz Fuselier, Marcia McGilley, Marisa Noble, Marvin Redding, Mathew Wasserburger, Melissa Rogers, Melvin Bush, Michelle Gardner, Mindy Parnes, Rachel Allen, Rachid Rabbah, Sarah Wile, Scott Berg, Shannon Fender, Sunny Banka, Susan Chapel, Swirvine Nyirenda, Tod Kuntzelman, Trevor Vaughn, Victor Rachael, Yuriy Gorlov

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**1. CALL TO ORDER**

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**2. APPROVAL OF MAY 11, 2022 DRAFT MINUTES–COUNCIL MEMBER JURINSKY**

**2.a** The minutes were approved.

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**3. GENERAL BUSINESS**

**3.a** **BAB Request to Council to initiate a study measuring the viability of creating a centrally located large performing arts venue (and associated entertainment district) within the City of Aurora**

*Summary of Issue and Discussion:*

Andrea Amonick, Manager Development Services / Garrett Walls, BAB Chair, Shannon Fender, BAB Member

Garrett Walls and Shannon Fender presented the BAB (Business Advisory Board) request to initiate a study regarding a centrally located performing arts venue within

## APPROVED

the city. Aurora does not have a large venue arts, entertainment, and culture district with a performance space that is on par with a city of its size. These could be cultural and revenue generators for the city to attract visitors. The BAB is requesting an evaluation of the possibility of bringing in revenue by creating another District for arts, entertainment, and culture in the city. The survey will identify cost, potential, locations, types of venues, types of audiences, and funding.

Parker Colorado has the PACE Center which will have an ongoing summer concert series. Glendale broke ground on a multi-million entertainment district that has areas for families, dining, entertainment venues, and concert venues. Colorado Springs is breaking ground on their amphitheater called The Sunset. Commerce City has Dick's Sporting Goods Park that can seat up to 25,000 for concerts. Arvada has the Arvada Center for arts, humanities, and education. Denver has Mission Ballroom that can be utilized for concerts and may be rented for weddings, galas, tradeshow, corporate meetings, etc.

BAB has been working with Andrea Amonick and her team. Planning staff Daniel Krzyzanowski and Mindy Parnes have been discussing viability options, possibly within the city center, Ward II, and Ward VI.

- Council Member Zvonek expressed his support and stated that having a cultural arts complex is a boost for the city and helps keep the sales tax revenue within Aurora. He mentioned that the operation costs could hopefully be augmented by the tax paid for through SCFD (Scientific and Cultural Facilities District). He also mentioned that staff can consider private investments through companies and foundations to build the center. Garrett Walls mentioned that the city contributes to the SCFD, but only Denver venues are considered Tier 1 recipients of SCFD funds. Aurora is receiving less than \$1 million and has a few venues in Tier 2 and Tier 3.
- Andrea Amonick mentioned that Aurora does not get a fair share of the SCFD funds. She noted that the city has a designated cultural arts district on Colfax but is not of the scale of Tier 1 which could be more centrally located. She added that Visit Aurora is supportive of the idea of exploring the proposed center. She mentioned that the city needs more facilities to serve as entertainment facilities for the people coming in.
- CM Lawson expressed her support. She mentioned that they should also maintain the arts district in Northwest Aurora, and it is important to have both cultural areas.
- CM Lawson mentioned she would want input from George Peck, Daniel Lehman, and Stephanie Hancock who is the president of the Aurora Cultural Arts District. She expressed her support for the study.
- Melvin Bush mentioned that there have been smaller venues such as the Anschutz pop-up. He said that they could also study how many of the smaller venues are utilized and if there are opportunities to expand them. He added that the old town, Stanley, and Montview are vital areas.

## APPROVED

- Bruce Dalton said that he supports the survey and would like to be part of the process. He mentioned that he presented to the PR+ Committee (The Public Relations, Communications, Tourism, Libraries, Boards & Commissions & Citizen Groups Policy Committee) focusing on a new entertainment district. He said that Ward III or City Center would be viable places, and Ward II may have a chance through private development. He added that the Broncos' new stadium would be a good place in Ward II. He stressed that Visit Aurora fully supports the cultural arts district on Colfax Avenue and that Aurora is large enough to have more than one entertainment district.
- B. Dalton added that they have good relationships with the developers of Mission Ballroom and Tim White, the investor of Stanley Marketplace who would be open to conversations. He highlighted the difficulties of supporting businesses or entertainment with just local residents. He stressed the importance of marketing the entertainment districts to visitors to generate revenue for the city.
- CM Jurinsky agreed with B. Dalton. She stressed that they also need to keep public safety as a priority to attract people into Aurora. She mentioned the space at Aurora Mall that could be turned into a theater.

**Outcome:**

The Committee unanimously approved this item.

**Follow-up Action:**

None required.

**3.b. Northeast Aurora Fiscal Impact Analysis Project Update****Summary of Issue and Discussion:**

Karen Hancock, Principal Planner/ Brian Duffany, Economic Planning Systems Inc.

Karen Hancock provided an update on the Northeast Aurora Fiscal Impact Analysis Project. In a January study session, the project was presented to initiate a fiscal impact analysis to include an additional 12 square miles into the city's planning annexation boundary. This is to estimate revenue generated by new development and the cost to provide city services. In 2021, a property owner requested the annexation of a property located outside of the planning and annexation boundary. Given the larger geography, the city has more opportunity to look at infrastructure and land use more broadly. The current planning and annexation boundary was adopted into Aurora Places. To change this, an amendment to the comprehensive plan must be approved by the supermajority of the council. Only non-residential land uses are permitted in the area due to DEN and the Colorado Air and Space Port. City Council unanimously approved the request. Economic and Planning Systems (EPS) were hired to take cost and revenue data to model the fiscal impact of adding the 12 square miles.

The planning staff and the consultant used the Colorado Air and Space Port Area Plan to develop a land-use matrix that provides the foundation for the city service departments to estimate service capital costs and revenues. Staff will use case studies

## APPROVED

from Commerce Center, Center Tech, etc., and special case studies representing schools, science and technology incubator facilities, airports, and service garages. These studies will estimate employment density, transportation networks, wastewater and water infrastructure, and police and fire service levels. Aurora Water included high water use in their infrastructure model. The land-use categories are broad enough to include different types of possible development. It will be a reasonable basis to estimate fiscal impact.

Currently, the development services department is working with the consultant to finalize service level data that are needed to model the fiscal impact. The planning staff will prepare the amendment to the comprehensive plan, the city attorney staff will prepare the ordinance, and the consultant will prepare the Fiscal Impact Analysis Summary. This summary will be included in Council Packets for review of the amendment to the Comprehensive Plan per the UDO (Unified Development Ordinance). The item will be presented to the fall PED meeting to review the draft ordinance to amend Aurora Places. Then, a public hearing will be held at the Planning and Zoning Commission followed by the study session if approved.

- CM Jurinsky asked for clarification regarding the small business incubation. K. Hancock stated that CM Marciano asked staff to include small business incubator uses during the January Study Session. She added that they have included schools, education, small businesses to large industrial uses in the land use matrix to ensure the mix of land uses.
- CM Lawson asked how transportation will be implemented as the land is being annexed into the city. K. Hancock said that Public Works is working on the transportation and mobility model. She added that the area is 95% in the Northeast Transportation Area Study and is one of the reasons why the area was proposed. Public Works is also estimating the transportation networks based on the land-use matrix. They are looking at transportation networks for Center Tech and Majestic and using them as case studies for the area.
- CM Lawson asked if they would use NEATS (Northeast Area Transportation Study) to define how they will do the annexation and build through with the matrix. K. Hancock confirmed this and said that they will apply the case studies to ensure that there will be an adequate transportation network.
- CM Lawson mentioned that the study was done a long time ago. She asked if it still meets the guidelines and if there are revisions that need to be made. K. Hancock said that the transportation information will be in the PED packet in the fall meeting, but it is not done yet. She added that CM Lawson can let them know if she would like brief updates. CM Jurinsky said that they can give transportation updates at any time.

**Outcome:**

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

**Follow-up Action:**

Staff to place this item on a study session in the fall 2022.



## APPROVED

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**4. MISCELLANEOUS MATTERS FOR CONSIDERATION**

CM Jurinsky mentioned that Michael Sheldon reached out to her to have the Town Center of Aurora be on the agenda for a presentation. Jeannine Rustad said that she is handling it and asked for a time. CM Jurinsky said that M. Sheldon asked for help finding a date to ensure that the client can prepare the presentation. J. Rustad said that she will directly communicate with M. Sheldon.

**4. a. Aurora Economic Development Council**

- Jonathan Woodward:

NO REPORT

**4.b. Havana Business Improvement District**

- Chance Horiuchi:

Chance provided a brief update and submitted the same to be included in the minutes.

**4.c. Aurora Chamber of Commerce**

- Kevin Hougen:

NO REPORT

**4.d. Planning Commission**

- Melvin Bush:

The Planning Commission approved the increase in the allowable length of multi-family units to 600 ft. verses the previous 250 ft. limit.

**4.e. Oil and Gas Committee**

- Brad Pierce:

NO REPORT

**4.f. Business Advisory Board**

See item 3.a.

**4.g. Retail**

- Bob Oliva:

NO REPORT

**4.h. Small Business**

- Elena Vasquez:

NO REPORT

**4.i. Visit Aurora**

- Bruce Dalton

NO REPORT

APPROVED

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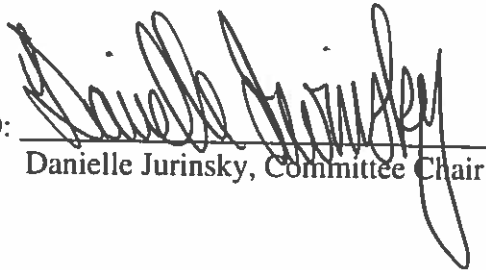
5. **CONFIRM NEXT MEETING DATE**

Scheduled for July 13, 2022 at 8:30 AM MT.

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6. **ADJOURNMENT**

APPROVED:



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Danielle Jurinsky, Committee Chair

ORDINANCE NO. 2023-\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)

WHEREAS, City Code Section 146-5.4.1.A provides for the adoption of a Comprehensive Plan for the orderly development and redevelopment of the City of Aurora, Colorado, and that this plan shall serve to guide the City Council and the Planning and Zoning Commission in their decisions and recommendations in all land use decisions within the city; and

WHEREAS, on October 8th, 2018, the City Council passed Ordinance 2018-37 adopting the 2018 Aurora Comprehensive Plan; and

WHEREAS, the Comprehensive Plan establishes a land use map providing varying placetypes for city design; and

WHEREAS, on February 22, 2023, following a public hearing thereon, the Planning and Zoning Commission voted to recommend approval of an amendment to the Comprehensive Plan which would expand the planning and annexation boundary of the northeast section of the City and to designate the placetype Industry Hub to the area; and

WHEREAS, City Code Section 146-5.4.1.A provides that City Council may amend the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of the City Council, if they find that the amendment promotes the long term economic, social, and environmental health of the City, and that it protects the public health, safety and welfare of the citizens of Aurora.

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

Section 1. The Aurora Comprehensive Plan is hereby amended to expand the planning and annexation boundary of the Northeast section of the City and to designate the placetype of Industry Hub to the newly expanded area.

Section 2. The amendment to the Comprehensive Plan shall be in the form as filed with the Office of the City Clerk and presented to the City Council at tonight's meeting.

Section 3. All ordinances or parts of ordinances of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

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.

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:

*Daniel L Money* <sup>RLA</sup>  
\_\_\_\_\_  
DANIEL L. MONEY, Senior Assistant City Attorney

## Working Draft Report

# Fiscal Impact Analysis: Northeast Aurora Annexation

*The Economics of Land Use*



**Prepared for:**  
City of Aurora

**Prepared by:**  
Economic & Planning Systems, Inc.

EPS #213095

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January 11, 2023

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DRAFT



# 1. Introduction and Background

## Introduction

The City of Aurora is considering a Comprehensive Plan amendment to expand the **City's planning area to include an area for potential annexation in northeast Aurora** show in **Figure 1**. This Fiscal Impact report was prepared for the City of Aurora by Economic & Planning Systems (EPS) for the proposed Comprehensive Plan amendment needed to enable the City to consider annexation of property in this area.

## Fiscal Impact Analysis

A fiscal impact analysis (FIA) is a planning tool that estimates the costs and revenue impacts to the City from new development or changes in land use. The net fiscal impact is calculated as revenues minus costs. Two views of fiscal impact are analyzed in this Report.

The annual ongoing impacts are the net costs and revenues to the City's General Fund, its primary operating fund for most services. Most operating costs are funded through property tax, sales tax, and other minor revenues.

Capital cost impacts are "one time" or "lumpy" costs the City incurs when it constructs infrastructure and facilities needed to serve development. Construction use tax is the City's primary revenue source for capital projects, plus impact fees, grants, and transfers from the General Fund. The City does not levy impact fees on non-residential development, and this area would allow almost entirely non-residential development so no impact fee revenue can be expected from future annexations in the Study Area.

This analysis looks at the Study Area at buildout with full stabilized occupancy. A City's fiscal view of development is long term after a project has been completed, as it will exist for many years. This can differ from the private sector developer's view which is more focused on cash flow during the development cycle – being able to fund infrastructure and development costs with sale and lease revenues.

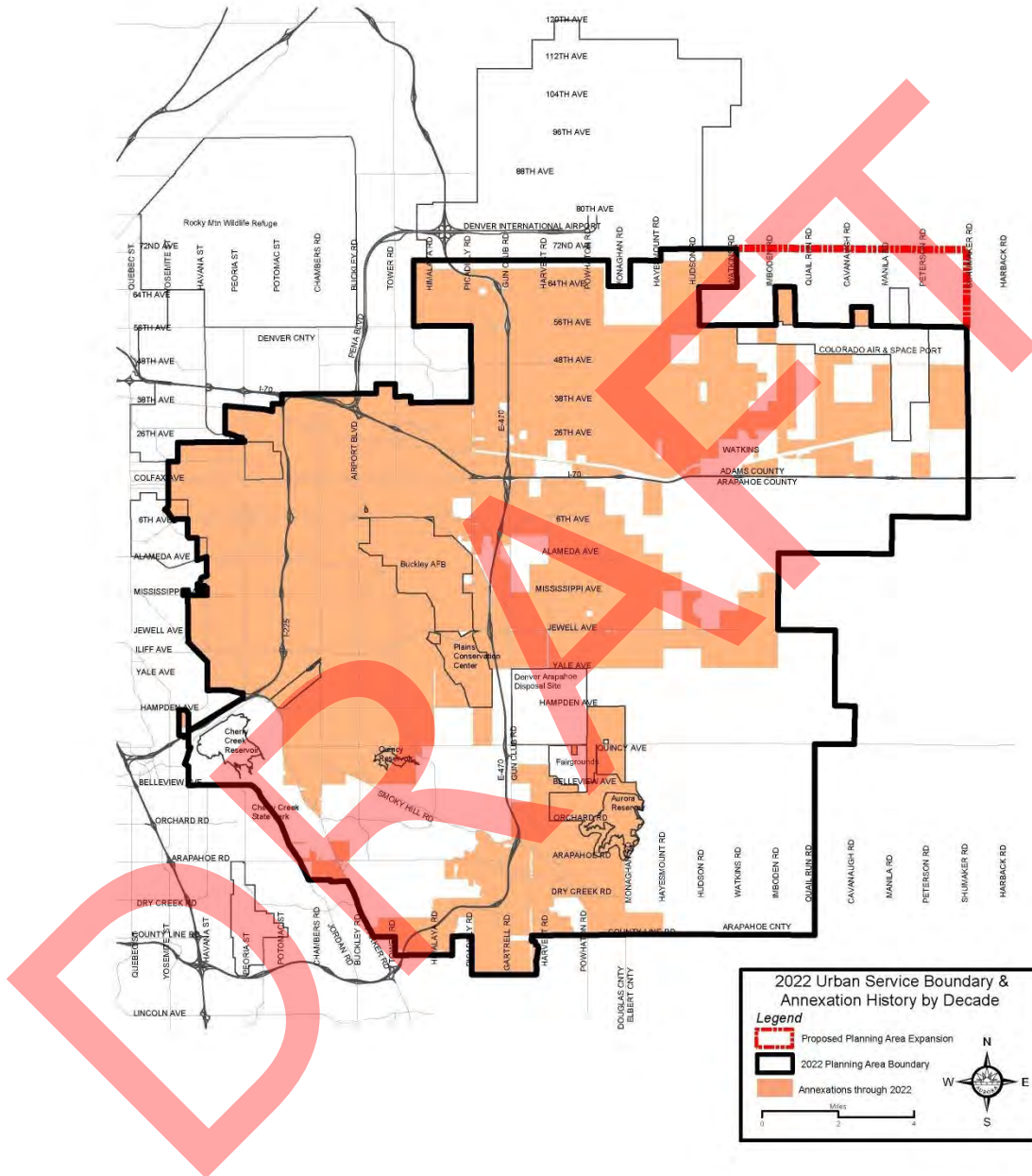
The analysis does not attempt to estimate absorption (the rate of development) as the timing is uncertain given the lack of infrastructure in place currently.

## Report Contents

This Report is divided into five chapters outlined below.

1. **Introduction and Background.** Describes the Study Area and proposed land use designations for the Study Area.
2. **Land Use Assumptions.** Documents the future land use and development (building types) that may result from annexation and development under the City's land use jurisdiction.
3. **Department Case Studies.** Provides annual operating and capital cost estimates for the major cost drivers in land development: Police, Fire, Parks, Public Works, and Water and Wastewater.
4. **Other General Fund Impacts.** Summarizes the cost and revenue impacts from other more minor sources and City functions.
5. **Summary of Fiscal Impacts.** Summarizes the analysis of revenues and costs for annual ongoing and capital cost impacts.

**Figure 1. Proposed Annexation Study Area**



## Future Land Use Context

For land to be considered for annexation, it needs to be within the City's planning boundary defined by its Comprehensive Plan. The Comprehensive Plan defines future land use categories that guide future zoning classifications that would apply to land annexed into the City.

## Aurora Places

**Aurora Places is the City's adopted Comprehensive Plan. Aurora Places defines surrounding areas in Northeast Aurora as "Industry Hub". Aurora Places describes the Industry Hub place type as follows:**

"The Industry Hub includes areas typically dedicated to manufacturing, warehousing, distribution, fulfillment centers, freight operations and renewable energy enterprises. This place type plays an important role in the city's employment base and economy but can sometimes create outdoor activity and should be appropriately buffered from residential and commercial areas...

Large-scale alternative energy facilities are another use that may fit this place type. Uses permitted only in Industry Hubs are manufacturing plants, factories, large open-air operations, and heavy-equipment storage."

The Study Area is affected by Denver International Airport (DEN) flight paths. Residential development is therefore not expected to be allowed in the Study Area.

## Colorado Air and Space Port (CASP) Subarea Plan

The CASP Subarea Plan is a plan adopted by Adams County, identifying future land use and economic development goals around the CASP. This subarea plan identifies most of the study area as Industry Hub and Aerospace and Innovation land uses.

Industry hub:

"[I]ndustry hub character areas...provide opportunities for higher intensity employment in places that do not conflict with surrounding existing or future residential neighborhoods. Industry hub character areas allow the most intense industrial development within the subarea. They can also provide the density and variety of employment opportunities, along with corresponding municipal tax revenue, to support the vision for the subarea as a hub for employment and innovation within the region."

Aerospace and Innovation:

"The vision of the aerospace and innovation character areas is to capitalize on the subarea's relationship to CASP and promote a mix of uses to support the future growth in facilities operations, including aerospace-related manufacturing, research and development, office, supporting retail, and limited CASP-related hospitality."

The CASP subarea plan identifies future land uses that are similar to and **compatible with the City's designations in Aurora Places**. Again, no residential development is anticipated to be allowed.



**Figure 2. Aurora Places Comprehensive Plan Place Type Map**

## PLACETYPE PLAN

There are 10 placetypes throughout the city that address common land uses, including residential, commercial, open space, and community facilities. This placetype map is intended to depict general locations of each placetype and not necessarily the land-use designation of specific parcels. Information is available in the Planning and Development Services Department concerning how placetypes might best correspond to individual districts in the Zoning Code.

*Areas designated as Special Use possess a unique land use or mix of uses, function, design or character. A significant change of land use or annexation into the city of these properties may necessitate amendment of the comprehensive plan.*

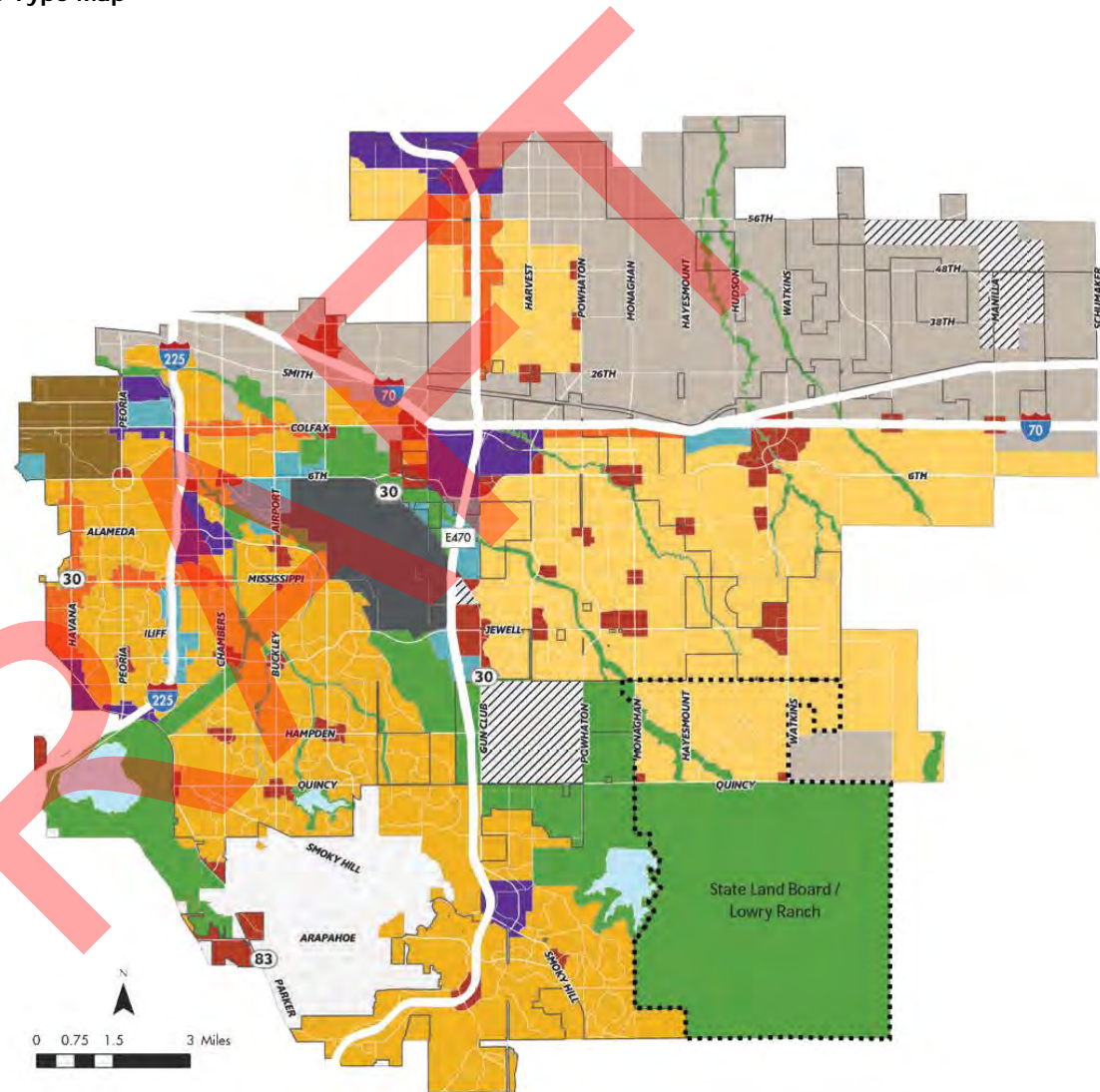
## PLACETYPES

-  Urban District
-  Innovation District
-  Industry Hub
-  Buckley Air Force Base
-  Urban Green Space
-  City Corridor
-  Established Neighborhood
-  Emerging Neighborhood
-  Original Aurora
-  Commercial Hub
-  Special Use
-  State Land Boundary

*This map identifies placetype designations for all areas within the city of Aurora's adopted planning and annexation boundaries.*

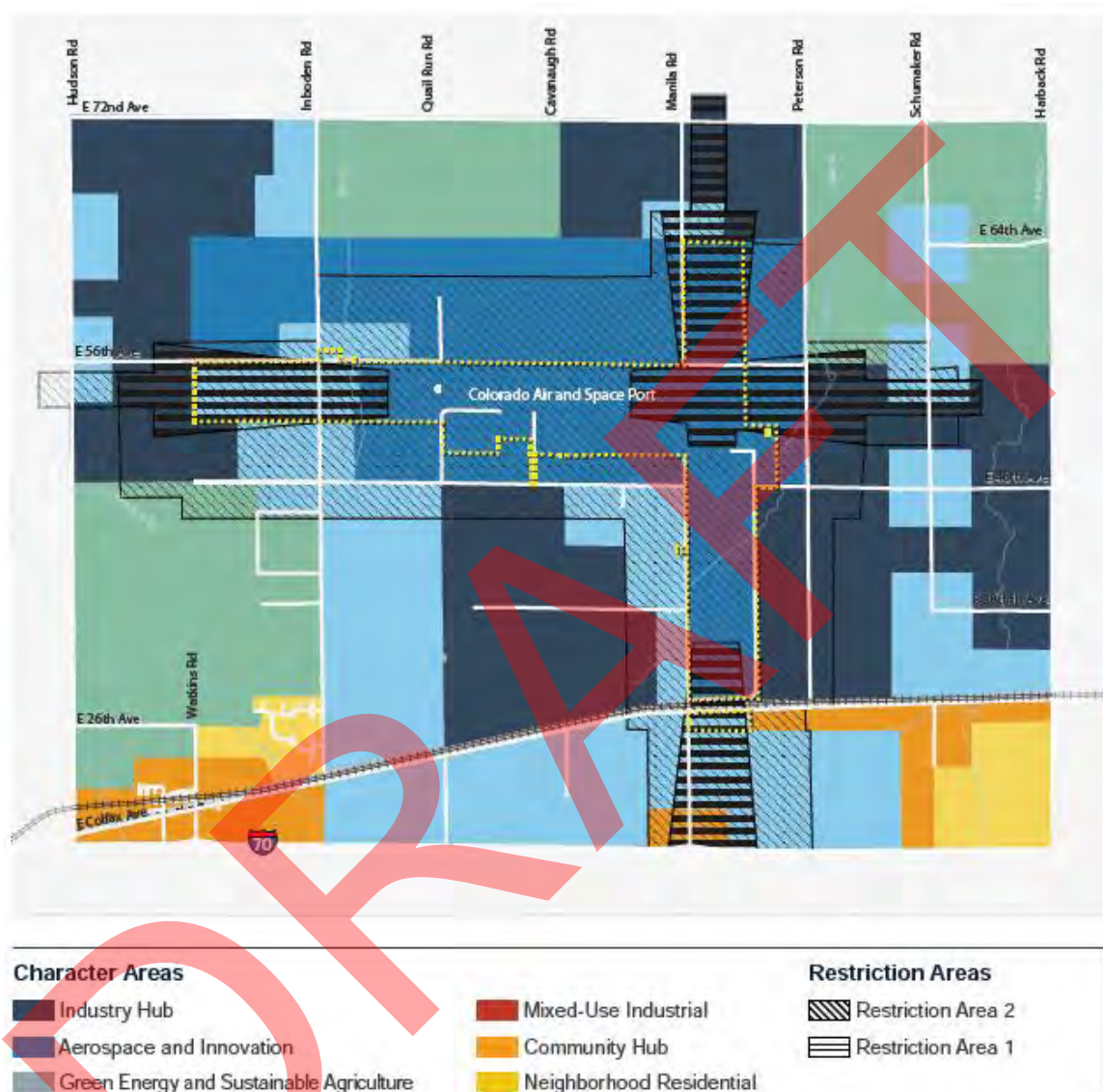
Placetype designations for areas outside of the city limits are for long-range planning purposes only. These properties are subject to rules and regulations of their appropriate jurisdiction(s). The city of Aurora does not enforce zoning, subdivision or development standards in unincorporated areas.

AURORA PLACES planning tomorrow's city





**Figure 3. Colorado Air and Space Port Subarea Plan Future Land Use Map**



## 2. Land Use Assumptions

This Chapter describes the future development estimates and assumptions developed for the FIA. City staff and EPS reviewed the land use designations in Aurora Places and the CASP Subarea Plan, and City of Aurora zoning classifications to determine the types of development and buildings likely to occur if land in the study area is annexed and developed.

### Development Assumptions

Five major land use designations were defined for the Study area. Each land use type would likely allow a range of non-residential land uses. Therefore, EPS and City staff needed to develop estimates of the mix of land uses in each type, and to show the differentiation within each designation based on likely allowable uses and their locational factors. The land use mix and density assumptions are summarized in **Table 1** with highlights below. The locations of the subareas identified in **Figure 4** also influenced the determination of the potential land use mix.

- **Aerospace and Innovation** – This land use type has the highest concentration of R&D and flex industrial space at 50 percent. Flex industrial space often has a higher proportion of higher quality finished space for office or showroom purposes than a pure warehouse, but still has warehouse or manufacturing space in the balance of the building.
- **Green Energy and Sustainable Agriculture** – This is the least intensively developed category with 80 percent of the land in agriculture and or renewable energy.
- **Industry Hub** – Warehousing and distribution uses are the most prevalent here with 80 percent of the land area. Industrial including manufacturing makes up about 15 percent of the land area.
- **Mixed-Use Industrial** – This category has the widest range of land uses including R&D/flex (28.0%), warehousing and distribution (40.0%), industrial (25.5%), plus office and retail/service space.

### Development Totals by Type

After applying the estimates for land use densities and the mix of uses, the Study Area is estimated to have capacity for **33.3 million square feet** of building area (**Table 2**). This is comprised of:

- 2.3 million square feet of office (6.9%)
- 9.9 million square feet of R&D/flex space (29.6%)
- 14.5 million square feet of warehouse/distribution space (43.4%)
- 6.3 million square feet of industrial space (18.9%)
- 402,000 square feet of retail/service space (1.2%).

Figure 4. Study Area Subareas and Land Use Designations

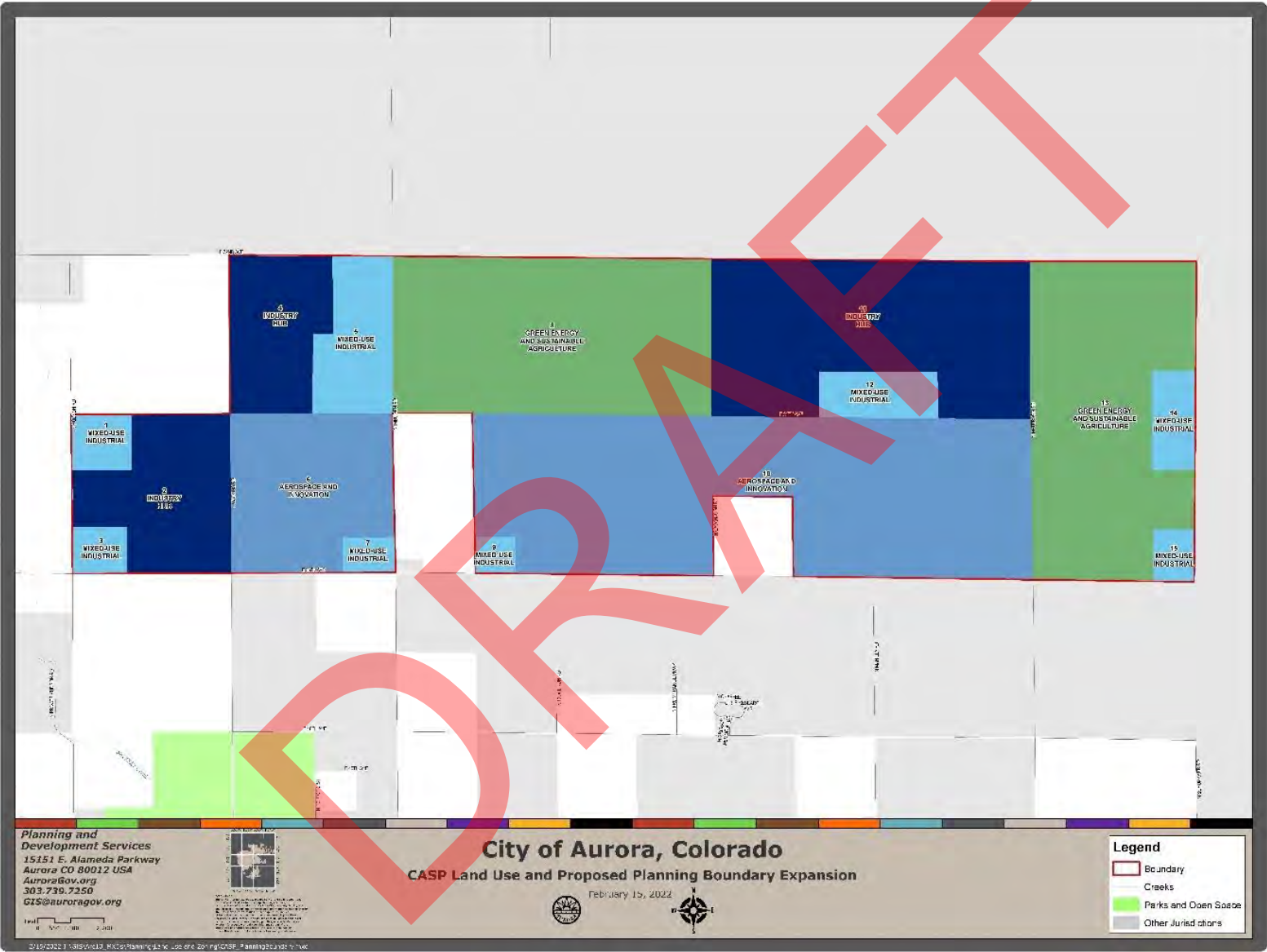




Table 1. Building Development Land Use Assumptions by Place Type

Place Type	Office	R&D/Flex	Warehouse/ Storage	Industrial	Retail/ Service	Green Energy/ Agriculture	Total
<b>Land Use Mix</b>							
Aerospace and Innovation	5.00%	50.00%	19.00%	25.00%	1.00%	0.00%	100.00%
Green Energy and Sustainable Agriculture	0.00%	10.00%	10.00%	0.00%	0.00%	80.00%	100.00%
Industry Hub	5.00%	0.00%	80.00%	14.50%	0.50%	0.00%	100.00%
Mixed-Use Industrial	5.00%	28.00%	40.00%	25.50%	1.50%	0.00%	100.00%
<b>Net FAR</b>							
Aerospace and Innovation	0.30	0.20	0.20	0.20	0.30	---	
Green Energy and Sustainable Agriculture	0.30	0.20	0.20	0.20	0.30	---	
Industry Hub	0.30	0.20	0.20	0.20	0.30	---	
Mixed-Use Industrial	0.30	0.20	0.20	0.20	0.30	---	
<b>Net to Gross Factor</b>							
Aerospace and Innovation	35%	35%	35%	35%	35%	---	
Green Energy and Sustainable Agriculture	35%	35%	35%	35%	35%	---	
Industry Hub	35%	35%	35%	35%	35%	---	
Mixed-Use Industrial	35%	35%	35%	35%	35%	---	
<b>Gross FAR</b>							
Aerospace and Innovation	0.20	0.13	0.13	0.13	0.20	---	
Green Energy and Sustainable Agriculture	0.20	0.13	0.13	0.13	0.20	---	
Industry Hub	0.20	0.13	0.13	0.13	0.20	---	
Mixed-Use Industrial	0.20	0.13	0.13	0.13	0.20	---	

Source: Economic &amp; Planning Systems

**Table 2. Estimated Development Capacity by Place Type**

Area	Future Land Use	Acres	Office Office	R&D/Flex R&D	Warehouse/ Storage Warehouse	Industrial Industrial	Retail/ Service Retail	Green Energy/ Agriculture	Total Bldg. Sq. Ft.
1	Mixed-Use Industrial	37.5	16,000	59,000	85,000	54,000	5,000	---	219,000
2	Industry Hub	438.6	191,000	0	1,987,000	360,000	19,000	---	2,557,000
3	Mixed-Use Industrial	15.8	7,000	25,000	36,000	23,000	2,000	---	93,000
4	Industry Hub	370.6	161,000	0	1,679,000	304,000	16,000	---	2,160,000
5	Mixed-Use Industrial	279.1	122,000	443,000	632,000	403,000	36,000	---	1,636,000
6	Aerospace and Innovation	609.7	266,000	1,726,000	656,000	863,000	53,000	---	3,564,000
7	Mixed-Use Industrial	46.7	20,000	74,000	106,000	67,000	6,000	---	273,000
8	Green Energy and Sustainable Agriculture	1,127.5	0	638,000	638,000	0	0	---	1,276,000
9	Mixed-Use Industrial	37.2	16,000	59,000	84,000	54,000	5,000	---	218,000
10	Aerospace and Innovation	2,050.2	893,000	5,805,000	2,206,000	2,902,000	179,000	---	11,985,000
11	Industry Hub	1,132.6	493,000	0	5,131,000	930,000	49,000	---	6,603,000
12	Mixed-Use Industrial	138.3	60,000	219,000	313,000	200,000	18,000	---	810,000
13	Green Energy and Sustainable Agriculture	1,160.6	0	657,000	657,000	0	0	---	1,314,000
14	Mixed-Use Industrial	109.2	48,000	173,000	247,000	158,000	14,000	---	640,000
15	Mixed-Use Industrial	54.1	0	0	0	0	0	---	0
	<b>Total</b>	<b>7,607.7</b>	<b>2,293,000</b>	<b>9,878,000</b>	<b>14,457,000</b>	<b>6,318,000</b>	<b>402,000</b>	<b>0</b>	<b>33,348,000</b>
	Floodplain	281.8							
	<b>Total Area</b>	<b>7,889.4</b>	<b>6.9%</b>	<b>29.6%</b>	<b>43.4%</b>	<b>18.9%</b>	<b>1.2%</b>	<b>0.0%</b>	<b>100.0%</b>
<b>Annual Development, 20 Year Planning Period</b>									<b>1,667,000</b>

Source: Economic &amp; Planning Systems

## Jobs and Service Population

Land development will support employment growth in the study area. To estimate the direct impacts of jobs, employment generation rates were estimated for each major building type. For example, warehousing space has an average of 1 employee per 2,500 square feet so the nearly 2.0 million square feet of warehousing space in Area 2 would contain just under 800 jobs (**Table 3**). In total, the Study Area could contain an estimated 40,880 jobs at buildout.

For the FIA, the jobs need to be converted to an equivalent population or “service population” as the City’s cost of services increases with its service population. The City’s service population is comprised of its resident population plus workers that commute into the City. In-commuting workers are weighted at 50 percent of a resident since they are only in the City and using City services mostly during working hours.

**Employment data from the Census Bureau’s and BLS’ LEHD On the Map** application indicates that about 25 percent of the workers in production and service industries commute into Aurora. The remaining 75 percent of these employees are therefore already City residents or accounted for in the indirect impacts of other new residential development that may be built as jobs grow. The total direct jobs (40,880) are multiplied by 25 percent in-commuters and then by 50 percent which results in a new service population of 4,875.

Table 3. Job and Service Population Generation

Area	Type	Development total	Square Feet per employee	Direct Jobs per employee	Mult. Job Hldg. % total	In-Comm. % total	Imp. Adj. % total	Service Population
<b>Area 1</b>	<b>Mixed-Use Industrial</b>			<b>279.2</b>				<b>33.3</b>
Area 1	Office	16,000 sf	275	58.2	4.6%	25.0%	50.0%	6.9
Area 1	R&D/Flex	59,000 sf	500	118.0	4.6%	25.0%	50.0%	14.1
Area 1	Warehouse/Storage	85,000 sf	2,500	34.0	4.6%	25.0%	50.0%	4.1
Area 1	Industrial	54,000 sf	1,000	54.0	4.6%	25.0%	50.0%	6.4
Area 1	Retail/Service	5,000 sf	333	15.0	4.6%	25.0%	50.0%	1.8
<b>Area 2</b>	<b>Industry Hub</b>			<b>1,906.4</b>				<b>227.3</b>
Area 2	Office	191,000 sf	275	694.5	4.6%	25.0%	50.0%	82.8
Area 2	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 2	Warehouse/Storage	1,987,000 sf	2,500	794.8	4.6%	25.0%	50.0%	94.8
Area 2	Industrial	360,000 sf	1,000	360.0	4.6%	25.0%	50.0%	42.9
Area 2	Retail/Service	19,000 sf	333	57.1	4.6%	25.0%	50.0%	6.8
<b>Area 3</b>	<b>Mixed-Use Industrial</b>			<b>118.9</b>				<b>14.2</b>
Area 3	Office	7,000 sf	275	25.5	4.6%	25.0%	50.0%	3.0
Area 3	R&D/Flex	25,000 sf	500	50.0	4.6%	25.0%	50.0%	6.0
Area 3	Warehouse/Storage	36,000 sf	2,500	14.4	4.6%	25.0%	50.0%	1.7
Area 3	Industrial	23,000 sf	1,000	23.0	4.6%	25.0%	50.0%	2.7
Area 3	Retail/Service	2,000 sf	333	6.0	4.6%	25.0%	50.0%	0.7
<b>Area 4</b>	<b>Industry Hub</b>			<b>1,609.1</b>				<b>191.9</b>
Area 4	Office	161,000 sf	275	585.5	4.6%	25.0%	50.0%	69.8
Area 4	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 4	Warehouse/Storage	1,679,000 sf	2,500	671.6	4.6%	25.0%	50.0%	80.1
Area 4	Industrial	304,000 sf	1,000	304.0	4.6%	25.0%	50.0%	36.3
Area 4	Retail/Service	16,000 sf	333	48.0	4.6%	25.0%	50.0%	5.7
<b>Area 5</b>	<b>Mixed-Use Industrial</b>			<b>2,093.5</b>				<b>249.7</b>
Area 5	Office	122,000 sf	275	443.6	4.6%	25.0%	50.0%	52.9
Area 5	R&D/Flex	443,000 sf	500	886.0	4.6%	25.0%	50.0%	105.7
Area 5	Warehouse/Storage	632,000 sf	2,500	252.8	4.6%	25.0%	50.0%	30.1
Area 5	Industrial	403,000 sf	1,000	403.0	4.6%	25.0%	50.0%	48.1
Area 5	Retail/Service	36,000 sf	333	108.1	4.6%	25.0%	50.0%	12.9
<b>Area 6</b>	<b>Aerospace and Innovation</b>			<b>5,572.6</b>				<b>664.5</b>
Area 6	Office	266,000 sf	275	967.3	4.6%	25.0%	50.0%	115.3
Area 6	R&D/Flex	1,726,000 sf	500	3,452.0	4.6%	25.0%	50.0%	411.7
Area 6	Warehouse/Storage	656,000 sf	5,000	131.2	4.6%	25.0%	50.0%	15.6
Area 6	Industrial	863,000 sf	1,000	863.0	4.6%	25.0%	50.0%	102.9
Area 6	Retail/Service	53,000 sf	333	159.2	4.6%	25.0%	50.0%	19.0
<b>Area 7</b>	<b>Mixed-Use Industrial</b>			<b>348.1</b>				<b>41.5</b>
Area 7	Office	20,000 sf	275	72.7	4.6%	25.0%	50.0%	8.7
Area 7	R&D/Flex	74,000 sf	500	148.0	4.6%	25.0%	50.0%	17.6
Area 7	Warehouse/Storage	106,000 sf	2,500	42.4	4.6%	25.0%	50.0%	5.1
Area 7	Industrial	67,000 sf	1,000	67.0	4.6%	25.0%	50.0%	8.0
Area 7	Retail/Service	6,000 sf	333	18.0	4.6%	25.0%	50.0%	2.1

Source: Economic &amp; Planning Systems

Area	Type	Development total	Square Feet per employee	Direct Jobs per employee	Mult. Job Hldg. % total	In-Comm. % total	Imp. Adj. % total	Service Population
<b>Area 8</b>	<b>Green Energy and Sustainable Agriculture</b>			<b>1,531.2</b>				<b>182.6</b>
Area 8	Office	0 sf	275	-	4.6%	25.0%	50.0%	-
Area 8	R&D/Flex	638,000 sf	500	1,276.0	4.6%	25.0%	50.0%	152.2
Area 8	Warehouse/Storage	638,000 sf	2,500	255.2	4.6%	25.0%	50.0%	30.4
Area 8	Industrial	0 sf	1,000	-	4.6%	25.0%	50.0%	-
Area 8	Retail/Service	0 sf	333	-	4.6%	25.0%	50.0%	-
<b>Area 9</b>	<b>Mixed-Use Industrial</b>			<b>329.2</b>				<b>39.3</b>
Area 9	Office	16,000 sf	275	58.2	4.6%	25.0%	50.0%	6.9
Area 9	R&D/Flex	59,000 sf	500	118.0	4.6%	25.0%	50.0%	14.1
Area 9	Warehouse/Storage	84,000 sf	1,000	84.0	4.6%	25.0%	50.0%	10.0
Area 9	Industrial	54,000 sf	1,000	54.0	4.6%	25.0%	50.0%	6.4
Area 9	Retail/Service	5,000 sf	333	15.0	4.6%	25.0%	50.0%	1.8
<b>Area 10</b>	<b>Aerospace and Innovation</b>			<b>18,738.0</b>				<b>2,234.5</b>
Area 10	Office	893,000 sf	275	3,247.3	4.6%	25.0%	50.0%	387.2
Area 10	R&D/Flex	5,805,000 sf	500	11,610.0	4.6%	25.0%	50.0%	1,384.5
Area 10	Warehouse/Storage	2,206,000 sf	5,000	441.2	4.6%	25.0%	50.0%	52.6
Area 10	Industrial	2,902,000 sf	1,000	2,902.0	4.6%	25.0%	50.0%	346.1
Area 10	Retail/Service	179,000 sf	333	537.5	4.6%	25.0%	50.0%	64.1
<b>Area 11</b>	<b>Industry Hub</b>			<b>4,922.3</b>				<b>587.0</b>
Area 11	Office	493,000 sf	275	1,792.7	4.6%	25.0%	50.0%	213.8
Area 11	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 11	Warehouse/Storage	5,131,000 sf	2,500	2,052.4	4.6%	25.0%	50.0%	244.7
Area 11	Industrial	930,000 sf	1,000	930.0	4.6%	25.0%	50.0%	110.9
Area 11	Retail/Service	49,000 sf	333	147.1	4.6%	25.0%	50.0%	17.5
<b>Area 12</b>	<b>Mixed-Use Industrial</b>			<b>1,035.4</b>				<b>123.5</b>
Area 12	Office	60,000 sf	275	218.2	4.6%	25.0%	50.0%	26.0
Area 12	R&D/Flex	219,000 sf	500	438.0	4.6%	25.0%	50.0%	52.2
Area 12	Warehouse/Storage	313,000 sf	2,500	125.2	4.6%	25.0%	50.0%	14.9
Area 12	Industrial	200,000 sf	1,000	200.0	4.6%	25.0%	50.0%	23.9
Area 12	Retail/Service	18,000 sf	333	54.1	4.6%	25.0%	50.0%	6.4
<b>Area 13</b>	<b>Green Energy and Sustainable Agriculture</b>			<b>1,576.8</b>				<b>188.0</b>
Area 13	Office	0 sf	275	-	4.6%	25.0%	50.0%	-
Area 13	R&D/Flex	657,000 sf	500	1,314.0	4.6%	25.0%	50.0%	156.7
Area 13	Warehouse/Storage	657,000 sf	2,500	262.8	4.6%	25.0%	50.0%	31.3
Area 13	Industrial	0 sf	1,000	-	4.6%	25.0%	50.0%	-
Area 13	Retail/Service	0 sf	333	-	4.6%	25.0%	50.0%	-
<b>Area 14</b>	<b>Mixed-Use Industrial</b>			<b>819.4</b>				<b>97.7</b>
Area 14	Office	48,000 sf	275	174.5	4.6%	25.0%	50.0%	20.8
Area 14	R&D/Flex	173,000 sf	500	346.0	4.6%	25.0%	50.0%	41.3
Area 14	Warehouse/Storage	247,000 sf	2,500	98.8	4.6%	25.0%	50.0%	11.8
Area 14	Industrial	158,000 sf	1,000	158.0	4.6%	25.0%	50.0%	18.8
Area 14	Retail/Service	14,000 sf	333	42.0	4.6%	25.0%	50.0%	5.0
<b>Area 15</b>	<b>Mixed-Use Industrial</b>			-				-
Area 15	Office	0 sf	275	-	4.6%	25.0%	50.0%	-
Area 15	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 15	Warehouse/Storage	0 sf	2,500	-	4.6%	25.0%	50.0%	-
Area 15	Industrial	0 sf	1,000	-	4.6%	25.0%	50.0%	-
Area 15	Retail/Service	0 sf	333	-	4.6%	25.0%	50.0%	-
<b>TOTAL</b>		<b>33,348,000</b> sf		<b>40,880.2</b>				<b>4,875.0</b>

Source: Economic &amp; Planning Systems

### 3. Development Revenues

This Chapter shows the analysis that estimates the revenues resulting directly from new land development. It is divided into two sections covering annual ongoing revenues (property and sales tax) and one-time revenues (construction use tax).

#### Annual Ongoing Revenues

The ongoing tax revenues are estimated using per-square foot factors summarized in **Table 4**. The total value is the value of the vertical real estate and improved land, on which real property tax is calculated. Construction use tax is calculated on 50 percent of the total value minus land value, at 10 percent of the total value. Some of the retail/service space will generate sales tax. We have estimated sales per square foot at \$300, with 50 percent of the space producing taxable sales.

**Table 4. Development Value Factors**

Building Type	Land Value % of Total	Building Value	TOTAL VALUE	Materials Cost (50%)	Personal Property Value	Retail Sales	Taxable Sales
Office	10.0%	\$148.50	\$165.00	\$74.25	\$15.00	\$0	
R&D/Flex		\$148.50	\$165.00	\$74.25	\$25.00	\$0	
Warehouse/Storage		\$59.40	\$66.00	\$29.70	\$15.00	\$0	
Industrial		\$89.10	\$99.00	\$44.55	\$75.00	\$0	
Retail/Service		\$198.00	\$220.00	\$99.00	\$25.00	\$300	50%
Area 6 Warehouse and Storage	10.0%	\$59.40	\$66.00	\$29.70	\$100.00		
Area 10 Warehouse and Storage	10.0%	\$59.40	\$66.00	\$29.70	\$100.00		

Source: Economic & Planning Systems

Next, the City's tax rates are applied. The property tax mill levy in Aurora is \$8.605 per \$1,000 of assessed value (**Table 5**). Assessed value for non-residential property is calculated as 29 percent of market value (statutory actual value) in accordance with Colorado law and the Gallagher Amendment. The sales and use tax rate in Aurora is 3.75 percent.

**Table 5. Tax Rates**

Area	Amount
<b>Property Tax Inputs</b>	
<b>General Fund</b>	
City of Aurora Mill Levy (2022)	8.6050 per \$1000
Residential Assessment Rate	7.15% of actual value
Commercial Assessment Rate	29.00% of actual value
<b>Sales and Use Tax Inputs</b>	
<b>General Fund</b>	
Sales and Use Tax Rate	3.75% rate

Source: City of Colorado Springs; Economic &amp; Planning Systems

The total annual tax revenues at buildout from development are summarized in **Table 6** and total \$14.5 million. Most revenue comes from real and personal property tax at \$12.2 million. Sales tax is estimated at 2.3 million per year. Detailed revenue calculations are shown in Appendix **Table 21**.

**Table 6. Summary of Tax Revenues**

Area	Total Sq. Ft.	Total Market Value	Total Assessed Value	Property Tax	Personal Property Tax	Sales Tax	Total Revenues
Area 1	219,000	\$24,431,000	\$7,084,990	\$60,966	\$17,880	\$28,125	\$106,971
Area 2	2,557,000	\$202,477,000	\$58,718,330	\$505,271	\$150,089	\$106,875	\$762,235
Area 3	93,000	\$10,373,000	\$3,008,170	\$25,885	\$7,599	\$11,250	\$44,734
Area 4	2,160,000	\$170,995,000	\$49,588,550	\$426,709	\$126,769	\$90,000	\$643,478
Area 5	1,636,000	\$182,754,000	\$52,998,660	\$456,053	\$133,532	\$202,500	\$792,085
Area 6	3,564,000	\$469,073,000	\$136,031,170	\$1,170,548	\$446,162	\$298,125	\$1,914,835
Area 7	273,000	\$30,459,000	\$8,833,110	\$76,009	\$22,247	\$33,750	\$132,006
Area 8	1,276,000	\$147,378,000	\$42,739,620	\$367,774	\$63,684	\$0	\$431,458
Area 9	218,000	\$24,365,000	\$7,065,850	\$60,802	\$17,842	\$28,125	\$106,769
Area 10	11,985,000	\$1,577,444,000	\$457,458,760	\$3,936,433	\$1,500,377	\$1,006,875	\$6,443,684
Area 11	6,603,000	\$522,841,000	\$151,623,890	\$1,304,724	\$387,631	\$275,625	\$1,967,979
Area 12	810,000	\$90,453,000	\$26,231,370	\$225,721	\$66,179	\$101,250	\$393,150
Area 13	1,314,000	\$151,767,000	\$44,012,430	\$378,727	\$65,580	\$0	\$444,307
Area 14	640,000	\$71,489,000	\$20,731,810	\$178,397	\$52,280	\$78,750	\$309,427
Area 15	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>33,348,000</b>	<b>\$3,676,299,000</b>	<b>\$1,066,126,710</b>	<b>\$9,174,020</b>	<b>\$3,057,850</b>	<b>\$2,261,250</b>	<b>\$14,493,120</b>

Source: Economic &amp; Planning Systems

## One-Time Development Revenues

The only one-time development revenues included in this analysis are construction use tax. The City does not collect impact fees on nonresidential development. Building permit fees are not included because they are a cost recovery fee: the fees are used to pay for services like inspections and plan reviews.

The total construction use tax revenue is estimated at \$62.0 million after full buildout (**Table 7**). Assuming a 20-year absorption period, this equates to \$3.1 million per year.

**Table 7. Construction Use Tax Revenues**

Area	Total Sq. Ft.	Materials Cost	Use Tax	Annual Over 20 Years
Area 1	219,000	\$10,993,950	\$412,273	\$20,614
Area 2	2,557,000	\$91,114,650	\$3,416,799	\$170,840
Area 3	93,000	\$4,667,850	\$175,044	\$8,752
Area 4	2,160,000	\$76,947,750	\$2,885,541	\$144,277
Area 5	1,636,000	\$82,239,300	\$3,083,974	\$154,199
Area 6	3,564,000	\$211,082,850	\$7,915,607	\$395,780
Area 7	273,000	\$13,706,550	\$513,996	\$25,700
Area 8	1,276,000	\$66,320,100	\$2,487,004	\$124,350
Area 9	218,000	\$10,964,250	\$411,159	\$20,558
Area 10	11,985,000	\$709,849,800	\$26,619,368	\$1,330,968
Area 11	6,603,000	\$235,278,450	\$8,822,942	\$441,147
Area 12	810,000	\$40,703,850	\$1,526,394	\$76,320
Area 13	1,314,000	\$68,295,150	\$2,561,068	\$128,053
Area 14	640,000	\$32,170,050	\$1,206,377	\$60,319
Area 15	0	\$0	\$0	\$0
<b>Totals</b>	<b>33,348,000</b>	<b>\$1,654,334,550</b>	<b>\$62,037,546</b>	<b>\$3,101,877</b>

Source: Economic & Planning Systems



## 4. Department Case Studies

This Chapter presents the detailed ongoing services costs and capital facilities costs for Aurora Fire Department (AFD), Aurora Police Department (APD), Public Works (roads), Parks, and Water and Wastewater.

### Fire

To maintain fire response times in the Study Area, AFD will need to construct, staff, and equip a new station. To provide 24-hour coverage, the station will require 56 staff positions at an annual cost of \$7.8 million per year (**Table 8**). The station building will cost an estimated \$16.0 million, plus an additional \$4.3 million in equipment and apparatus costs for a total of \$20.3 million in capital costs.

**Table 8. Fire Department Ongoing and Capital Costs**

Staff and Equipment	Factors			Engine 1	Engine 2	Ladder 1	BC	Total
PERSONNEL								
Staff								
Firefighter I - 24HR				11	11	11	2	35
Engineer - 24HR				3	3	3	0	9
Fire Lieutenant - 24HR				3	3	0	0	6
Fire Captain - 24HR				0	0	3	0	3
Battalion Chief - 24HR				0	0	0	3	3
Total				17	17	17	5	56
Personnel Costs								
	Salary	Benefits	Total					
Firefighter I - 24HR	\$94,489	40.0%	\$132,247	\$1,454,717	\$1,454,717	\$1,454,717	\$264,494	\$4,628,645
Engineer - 24HR	\$103,938	31.1%	\$136,258	408,775	408,775	408,775	0	1,226,324
Fire Lieutenant - 24HR	\$111,497	30.2%	\$145,136	435,409	435,409	0	0	870,817
Fire Captain - 24HR	\$127,664	28.1%	\$163,486	0	0	490,458	0	490,458
Battalion Chief - 24HR	\$154,475	24.1%	\$191,752	0	0	0	575,256	575,256
Total				\$2,298,900	\$2,298,900	\$2,353,950	\$839,750	\$7,791,501
CAPITAL COSTS								
Appratus Purchase				\$684,727	\$684,727	\$1,110,450	\$260,000	\$2,739,904
Appratus Equipment				\$155,400	\$15,540	\$183,150	\$40,000	394,090
FF Equipment				\$351,900	\$351,900	\$351,900	\$103,500	1,159,200
Station Building				---	---	---	---	16,000,000
Total				\$1,192,027	\$1,052,167	\$1,645,500	\$403,500	\$20,293,194

Source: Economic & Planning Systems

## Police

APD estimates that two officers would need to be dedicated to this area to provide response time. The annual staffing cost is estimated at \$182,000 (**Table 9**). The capital cost for two patrol vehicles is approximately \$150,000.

Police staff levels are based on a policy standard of 2.0 officers per 1,000 population. Since this project does not generate residential population, it would not necessarily trigger a population increase that contributes to the 2.0 per 1,000 standard. The cost of two officers is however included here to account for the need to maintain response time and geographic coverage.

**Table 9. Police Ongoing and Capital Costs**

Description	Costs
<b>Personnel Costs</b>	
Patrol Officers	2
Avg. Salary	\$70,000
Benefits	30%
<b>Total Personnel Cost</b>	<b>\$182,000</b>
<b>Capital Costs</b>	
Patrol Vehicles	2
Cost per Vehicle	\$75,000
<b>Total</b>	<b>\$150,000</b>

Source: Economic & Planning Systems

## Roads

A conceptual major roadway network is shown in **Figure 5**. The City's annexation and development policies require the developer/landowner to construct all roadways interior to their project and half of the perimeter roads. Depending on the circumstances at the time, the City may be responsible for the second half of the perimeter roads. Sometimes adjacent landowners/developers share in the perimeter road costs. Adams County may also partner to construct some perimeter roadways as they would serve the County as well, but it is too early to speculate on these possibilities.

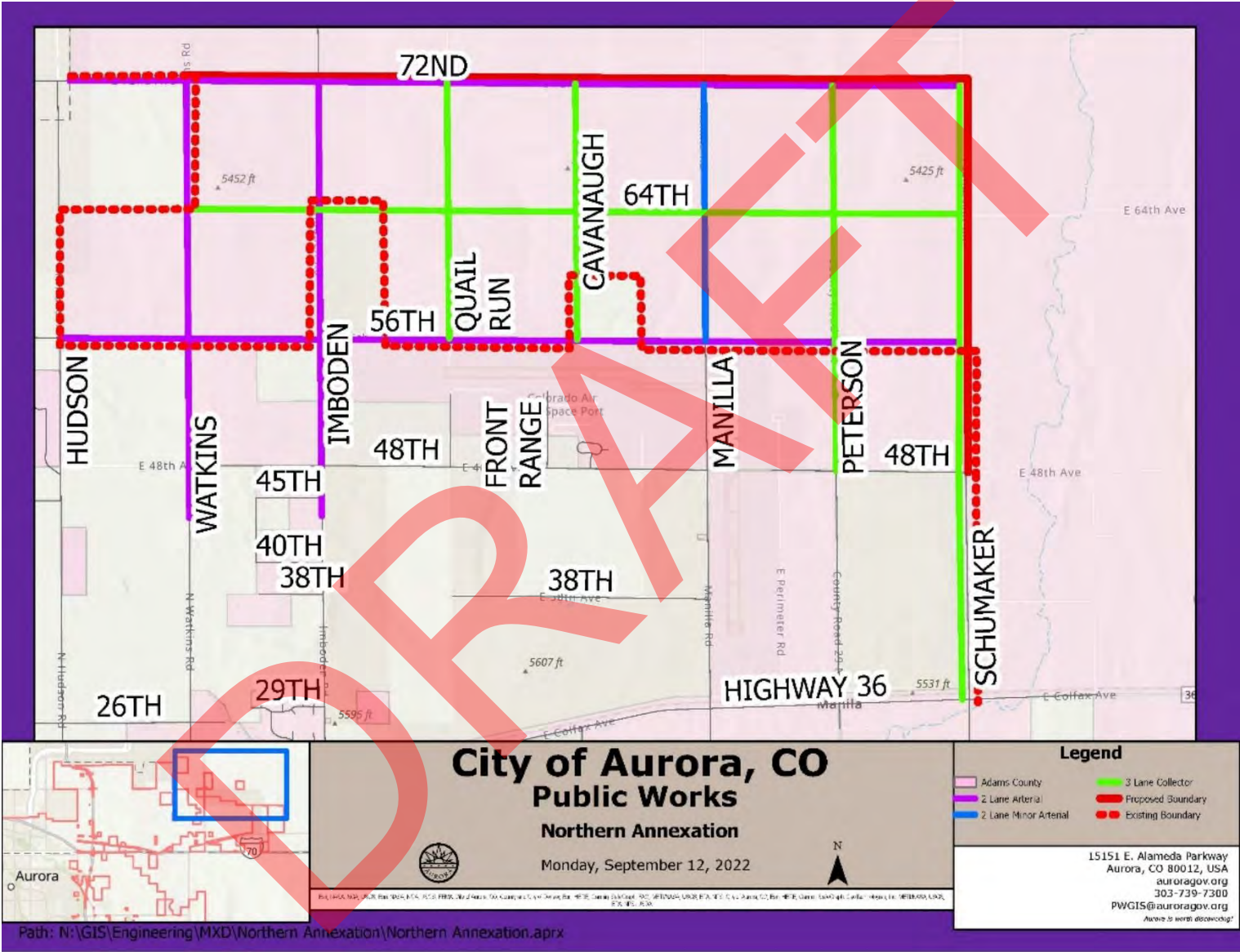
The analysis assumes that the City would be responsible for half of 72<sup>nd</sup> and 56<sup>th</sup> (East-West) and half of Schumaker (North-South). The total City cost is estimated at \$157.3 million, or \$7.9 million per year over 20 years (**Table 10**).

**Table 10. Estimated Road Capital Costs, City Portion**

Arterial Perimeter Road	Length (mi.)	Potential City Share	Cost per Mile	Total City Cost	Over 20 Years
72nd Avenue	7.0	50%	\$17,000,000	\$59,500,000	\$2,975,000
56th Avenue	7.0	50%	\$17,000,000	\$59,500,000	\$2,975,000
Schumaker	4.5	50%	\$17,000,000	\$38,250,000	\$1,912,500
<b>Total</b>	<b>18.5</b>			<b>\$157,250,000</b>	<b>\$7,862,500</b>

Source: Economic & Planning Systems

Figure 5. Conceptual Major Roadway Map



It is typical practice for a developer to construct roads (and other public infrastructure) and then dedicate them to the City. The City is then responsible for maintaining them. A detailed road layout is not available for all roadway types, so City staff estimated the number of lane miles per acre from case studies of similar industrial development in Northeast Aurora and in nearby Denver along the I-70 and Peña Boulevard areas. It is estimated that a total of 574 lane miles would be dedicated to the City. At a cost of approximately \$9,200 per lane mile the annual maintenance cost would be \$5.3 million (**Table 11**).

**Table 11. Estimated Road Maintenance Costs**

Description			Cost Factors
Roadway Type	<u>Miles</u>	<u>Lanes</u>	<u>Lane Miles</u>
Arterial	38	2	76
Collector	42	3	126
Local	186	2	372
<b>Total</b>	<b>266</b>		<b>574</b>
Road Maintenance Cost per lane mile			\$9,200
<b>Annual Maintenance Cost</b>			<b>\$5,280,800</b>

Source: Economic & Planning Systems

## Parks

The Study Area would likely contain a regional trail facility through the drainage and flood plain area. A 6.0-mile trail would cost \$5.3 million to construct and \$81,900 per year to maintain (**Table 12**).

**Table 12. Estimated Parks capital and operating costs**

Description	Costs
Miles of Trail	6.0
<b>Capital Cost</b>	
Cost per mile	\$888,000
<b>Total Cost</b>	<b>\$5,328,000</b>
<b>Ongoing Maintenance Cost</b>	
Cost per mile	\$13,650
<b>Annual Maintenance Cost</b>	<b>\$81,900</b>

Source: Economic & Planning Systems

## 5. Other General Fund Impacts

This chapter summarizes the estimated annual City of Aurora municipal service costs for the Study Area. It combines the case study analysis in Chapter 4 with estimates of other more minor revenues and service costs to estimate a total annual fiscal impact to the General Fund.

### Analysis Concepts

General Fund revenues and costs are estimated using the city budget for major departments, and an assessment of relationship between each city service on that department's budget. In this analysis, the impacts to the General Fund, the City's primary operating fund, are estimated. Water and Sanitary Sewer funds are not evaluated as they are enterprise funds in which user fees (utility rates) are set at the cost of providing the service, resulting in a fiscally neutral fund. Over time, rates are adjusted as needed if service costs change.

### Modified Average Cost Method

Many of the City's service costs vary according to the overall size and level of activity in the City, comprised of both Aurora residents (who live in housing units) and people who work in Aurora commercial establishments but do not live in Aurora (commuting employees). A factor referred to as "service population" is applied to cost and revenue items that vary with growth. Service population is calculated as the City's population of 398,018 plus one half of the commuting employees. The total commuting employees are discounted by 50 percent as they are generally only present during working hours and generally not for seven days a week. There are an estimated 150,000 people who commute to Aurora for work, and half of this number is 75,000. The total service population for the City of Aurora is therefore estimated at 473,197.

$$\text{Service Population} = \text{Population} + 1/2(\text{Commuting Employees})$$

Estimating revenues and costs using multipliers or factors such as service population, per capita, per housing unit, per acre, etc. is often referred to as the "average cost" method. The average cost method is commonly used as it is the simplest approach and uses generally available data. A common criticism of the average cost method is that it implies that each additional unit of growth has the same impact as the previous unit of growth, or in other words that the marginal cost of city services is equivalent to the average cost.

This analysis uses a modified average cost method. To recognize that many city functions still experience some economies of scale, adjustments are made to account for higher levels of fixed costs and/or a less direct relation to growth.

- Most direct services are estimated with 75 percent variable costs and 25 percent fixed costs (e.g., general administration functions and utilities) (Error! Reference source not found.).
- City governance costs (e.g., City Council and other administrative and policy services) are estimated to be 25 percent variable and 75 percent fixed.

### Items Not Estimated

Some cost and revenue items are not estimated. These are items that are either minor revenues or expenses, unusual one-time occurrences, fixed or contract costs/revenues, or items that do not have a direct nexus to new growth and development. In addition, services for which a fee is charged, such as building inspection (and building permit fees) are not estimated. They are treated as "cost recovery" items that are fiscally neutral, as the City is setting the fee for the service at the cost of providing the service.

Additionally, the fiscal impact model was constructed to include a pro rata fixed revenue deduction on city expenses. The net total of the revenue sources that were not estimated in a particular fund are deducted proportionally from the expenses in the fund. This approach ensures that the level of expenditures with a nexus to growth are equal to the revenues with a nexus to growth.

## General Fund Revenues and Expenses

In this section, the other more minor General Fund revenues and expenses are estimated. The 2022 General Fund budget is \$375.9 million (**Table 13**). Capital-related use tax is transferred out from the General Fund to the Capital Projects fund, totaling \$29.1 million in 2022. Total revenues that are fixed (not related to development), transferred out, or deducted from the expense side total \$22.6 million. Using the multipliers and nexus factors associated with each budget line item, \$49.36 per service population, and \$0.10 per square foot of commercial space are generated in other minor revenues. There are no housing units in the Study Area land use assumptions.

The 2022 budget has \$434.5 million in expenses, and \$411.9 million after fixed and unrelated revenues are netted out from the expense side (**Table 14**). After applying the service population and fixed/variable cost adjustments, each unit of service population results in a General Fund expense of \$136.89.

Table 13. General Fund Revenue Estimating Factors

Description	Budget 2022	% of Total	Revenue Deduction	Nexus Factor	Gross Factor	Variability	Net Factor
General Sales Tax	\$234,162,053	62.3%	\$ -	Case Study	\$ -	--	\$ -
Auto Use Tax	24,199,869	6.4%	\$ -	Total Housing Units	\$ 177.04	100.0%	\$ 177.04
Capital-Related Use Tax	29,096,379	7.7%	\$ 29,096,379	Not Estimated	\$ -	--	\$ -
Property Tax	45,820,061	12.2%	\$ -	Case Study	\$ -	--	\$ -
Franchise Fees & Taxes	15,147,809	4.0%	\$ -	Peak Person Served (PPS)	\$ 32.01	100.0%	\$ 32.01
Occupational Privilege Tax	5,662,402	1.5%	\$ -	Total Commercial Space	\$ 0.08	100.0%	\$ 0.08
Lodger's Tax	7,998,759	2.1%	\$ 7,998,759	Not Estimated	\$ -	---	\$ -
Specific Ownership Tax	3,874,118	1.0%	\$ -	Total Housing Units	\$ 28.34	100.0%	\$ 28.34
Other Taxes	800,963	0.2%	\$ -	Peak Person Served (PPS)	\$ 1.69	100.0%	\$ 1.69
Audit Revenue	4,907,627	1.3%	\$ 4,907,627	Not Estimated	\$ -	---	\$ -
General Fund Permits	1,637,408	0.4%	\$ -	Peak Person Served (PPS)	\$ 3.46	100.0%	\$ 3.46
Motor Vehicle Fees	1,176,773	0.3%	\$ -	Total Housing Units	\$ 8.61	100.0%	\$ 8.61
Business Licenses	1,685,359	0.4%	\$ -	Total Commercial Space	\$ 0.02	100.0%	\$ 0.02
Highway Users Taxes & Fees	12,301,052	3.3%	\$ -	Total Housing Units	\$ 89.99	75.0%	\$ 67.49
Cigarette Tax	0	0.0%	\$ -	Not Estimated	\$ -	--	\$ -
County Road & Bridge	2,096,166	0.6%	\$ -	Peak Person Served (PPS)	\$ 4.43	75.0%	\$ 3.32
Other Intergovernmental Revenue	696,235	0.2%	\$ -	Peak Person Served (PPS)	\$ 1.47	25.0%	\$ 0.37
Fines & Forfeitures	4,023,306	1.1%	\$ -	Peak Person Served (PPS)	\$ 8.50	100.0%	\$ 8.50
Internal Charges	11,581,877	3.1%	\$ 11,581,877	Not Estimated	\$ -	--	\$ -
External Charges	7,169,532	1.9%	\$ 7,169,532	Not Estimated	\$ -	--	\$ -
Interest	1,917,972	0.5%	\$ 1,917,972	Not Estimated	\$ -	--	\$ -
Miscellaneous	1,805,225	0.5%	\$ 1,805,225	Not Estimated	\$ -	--	\$ -
Transfers In	0	0.0%	\$ -	Not Estimated	\$ -	--	\$ -
Transfers Out	-41,905,686	-11.1%	\$ (41,905,686)	Not Estimated	\$ -	--	\$ -
<b>TOTAL</b>	<b>\$375,855,259</b>	<b>100.0%</b>	<b>\$22,571,685</b>				
Peak Person Served (PPS)							\$ 49.36
Total Housing Units							\$ 281.49
Total Commercial Space							\$ 0.10

Source: City of Aurora; Economic &amp; Planning Systems



Table 14. General Fund Expense Estimating Factors

Department	Budget 2022	% of Total	Fixed Revenue Deduction	Ann. Budget Less Deduction 2022	% of Total	Nexus Factor	Gross Factor	Variability	Net Factor
City Attorney	-\$7,974,613	1.8%	\$414,275	-\$7,560,338	1.8%	Peak Person Served (PPS)	\$ (16.85)	25.0%	\$ (4.21)
City Council	-1,422,800	0.3%	73,913	-1,348,887	0.3%	Peak Person Served (PPS)	\$ (3.01)	25.0%	\$ (0.75)
Civil Service Commission	-1,228,968	0.3%	63,844	-1,165,124	0.3%	Peak Person Served (PPS)	\$ (2.60)	25.0%	\$ (0.65)
Communications	-4,183,873	1.0%	217,349	-3,966,524	1.0%	Peak Person Served (PPS)	\$ (8.84)	25.0%	\$ (2.21)
Court Administration	-11,289,030	2.6%	586,456	-10,702,574	2.6%	Peak Person Served (PPS)	\$ (23.86)	75.0%	\$ (17.89)
Finance	-9,789,993	2.3%	508,582	-9,281,411	2.3%	Peak Person Served (PPS)	\$ (20.69)	25.0%	\$ (5.17)
Fire	-72,329,087	16.6%	3,757,439	-68,571,648	16.6%	Case Study	\$ -	---	\$ -
General Management	-5,797,675	1.3%	301,185	-5,496,490	1.3%	Peak Person Served (PPS)	\$ (12.25)	25.0%	\$ (3.06)
Information Technology	-18,480,575	4.3%	960,051	-17,520,524	4.3%	Peak Person Served (PPS)	\$ (39.05)	25.0%	\$ (9.76)
Internal Services	-11,922,660	2.7%	619,373	-11,303,287	2.7%	Peak Person Served (PPS)	\$ (25.20)	25.0%	\$ (6.30)
Judicial	-3,183,889	0.7%	165,401	-3,018,488	0.7%	Peak Person Served (PPS)	\$ (6.73)	75.0%	\$ (5.05)
Library & Cultural Services	-6,734,923	1.6%	349,874	-6,385,049	1.6%	Peak Person Served (PPS)	\$ (14.23)	75.0%	\$ (10.67)
Housing and Community Services (Neighborhood Services)	-7,118,171	1.6%	369,783	-6,748,388	1.6%	Peak Person Served (PPS)	\$ (15.04)	75.0%	\$ (11.28)
Non-Departmental [1]	-74,938,048	17.2%	3,892,972	-71,045,076	17.2%	Peak Person Served (PPS)	\$ (158.37)	25.0%	\$ (39.59)
Parks, Recreation & Open Space	-17,237,501	4.0%	895,475	-16,342,026	4.0%	Case Study	\$ -	---	\$ -
Planning & Development Services	-3,541,868	0.8%	183,997	-3,357,871	0.8%	Peak Person Served (PPS)	\$ (7.48)	75.0%	\$ (5.61)
Police	-130,265,718	30.0%	6,767,201	-123,498,517	30.0%	Case Study	\$ -	---	\$ -
Public Defender	-1,919,628	0.4%	99,723	-1,819,905	0.4%	Peak Person Served (PPS)	\$ (4.06)	75.0%	\$ (3.04)
Aurora911 (Public Safety Communications Center)	-7,331,734	1.7%	380,878	-6,950,856	1.7%	Peak Person Served (PPS)	\$ (15.49)	75.0%	\$ (11.62)
Public Works	-37,804,505	8.7%	1,963,914	-35,840,591	8.7%	Case Study	\$ -	---	\$ -
<b>TOTAL</b>	<b>-\$434,495,259</b>	<b>100.0%</b>	<b>\$22,571,685</b>	<b>-\$411,923,574</b>	<b>100.0%</b>				
Peak Person Served (PPS)									\$ (136.89)
Total Housing Units									\$ -
Total Commercial Space									\$ -

[1] Transfer to other funds

Source: City of Aurora; Economic &amp; Planning Systems



By applying the development program and service population figures to the budget revenue multipliers, the other General Fund revenues are estimated at \$3.6 million per year (**Table 15**). Similarly, the development and service population in the Study Area generates a General Fund expense of \$667,000 per year at buildout in other departments not covered in the Case Studies (**Table 16**).

**Table 15. Other General Fund Revenues**

Area	Type	Development total	Service Pop. total	Peak Person Served factor	Commercial Space factor	General Revenues
<b>Area 1</b>	<b>Mixed-Use Industrial</b>					<b>\$23,843</b>
Area 1	Office	16,000 sf	6.9	\$ 49.36	\$ 0.10	\$1,964
Area 1	R&D/Flex	59,000 sf	14.1	\$ 49.36	\$ 0.10	\$6,675
Area 1	Warehouse/Storage	85,000 sf	4.1	\$ 49.36	\$ 0.10	\$8,816
Area 1	Industrial	54,000 sf	6.4	\$ 49.36	\$ 0.10	\$5,792
Area 1	Retail/Service	5,000 sf	1.8	\$ 49.36	\$ 0.10	\$595
<b>Area 2</b>	<b>Industry Hub</b>					<b>\$270,417</b>
Area 2	Office	191,000 sf	82.8	\$ 49.36	\$ 0.10	\$23,449
Area 2	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 2	Warehouse/Storage	1,987,000 sf	94.8	\$ 49.36	\$ 0.10	\$206,095
Area 2	Industrial	360,000 sf	42.9	\$ 49.36	\$ 0.10	\$38,611
Area 2	Retail/Service	19,000 sf	6.8	\$ 49.36	\$ 0.10	\$2,262
<b>Area 3</b>	<b>Mixed-Use Industrial</b>					<b>\$10,127</b>
Area 3	Office	7,000 sf	3.0	\$ 49.36	\$ 0.10	\$859
Area 3	R&D/Flex	25,000 sf	6.0	\$ 49.36	\$ 0.10	\$2,828
Area 3	Warehouse/Storage	36,000 sf	1.7	\$ 49.36	\$ 0.10	\$3,734
Area 3	Industrial	23,000 sf	2.7	\$ 49.36	\$ 0.10	\$2,467
Area 3	Retail/Service	2,000 sf	0.7	\$ 49.36	\$ 0.10	\$238
<b>Area 4</b>	<b>Industry Hub</b>					<b>\$228,425</b>
Area 4	Office	161,000 sf	69.8	\$ 49.36	\$ 0.10	\$19,766
Area 4	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 4	Warehouse/Storage	1,679,000 sf	80.1	\$ 49.36	\$ 0.10	\$174,149
Area 4	Industrial	304,000 sf	36.3	\$ 49.36	\$ 0.10	\$32,605
Area 4	Retail/Service	16,000 sf	5.7	\$ 49.36	\$ 0.10	\$1,905
<b>Area 5</b>	<b>Mixed-Use Industrial</b>					<b>\$178,159</b>
Area 5	Office	122,000 sf	52.9	\$ 49.36	\$ 0.10	\$14,978
Area 5	R&D/Flex	443,000 sf	105.7	\$ 49.36	\$ 0.10	\$50,121
Area 5	Warehouse/Storage	632,000 sf	30.1	\$ 49.36	\$ 0.10	\$65,552
Area 5	Industrial	403,000 sf	48.1	\$ 49.36	\$ 0.10	\$43,223
Area 5	Retail/Service	36,000 sf	12.9	\$ 49.36	\$ 0.10	\$4,286
<b>Area 6</b>	<b>Aerospace and Innovation</b>					<b>\$394,073</b>
Area 6	Office	266,000 sf	115.3	\$ 49.36	\$ 0.10	\$32,657
Area 6	R&D/Flex	1,726,000 sf	411.7	\$ 49.36	\$ 0.10	\$195,278
Area 6	Warehouse/Storage	656,000 sf	15.6	\$ 49.36	\$ 0.10	\$67,269
Area 6	Industrial	863,000 sf	102.9	\$ 49.36	\$ 0.10	\$92,560
Area 6	Retail/Service	53,000 sf	19.0	\$ 49.36	\$ 0.10	\$6,309
<b>Area 7</b>	<b>Mixed-Use Industrial</b>					<b>\$29,722</b>
Area 7	Office	20,000 sf	8.7	\$ 49.36	\$ 0.10	\$2,455
Area 7	R&D/Flex	74,000 sf	17.6	\$ 49.36	\$ 0.10	\$8,372
Area 7	Warehouse/Storage	106,000 sf	5.1	\$ 49.36	\$ 0.10	\$10,995
Area 7	Industrial	67,000 sf	8.0	\$ 49.36	\$ 0.10	\$7,186
Area 7	Retail/Service	6,000 sf	2.1	\$ 49.36	\$ 0.10	\$714

Source: Economic & Planning Systems

Area	Type	Development total	Service Pop. total	Peak Person Served factor	Commercial Space factor	General Revenues
<b>Area 8</b>	<b>Green Energy and Sustainable Agriculture</b>					<b>\$138,357</b>
Area 8	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 8	R&D/Flex	638,000 sf	152.2	\$ 49.36	\$ 0.10	\$72,183
Area 8	Warehouse/Storage	638,000 sf	30.4	\$ 49.36	\$ 0.10	\$66,175
Area 8	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 8	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
<b>Area 9</b>	<b>Mixed-Use Industrial</b>					<b>\$24,036</b>
Area 9	Office	16,000 sf	6.9	\$ 49.36	\$ 0.10	\$1,964
Area 9	R&D/Flex	59,000 sf	14.1	\$ 49.36	\$ 0.10	\$6,675
Area 9	Warehouse/Storage	84,000 sf	10.0	\$ 49.36	\$ 0.10	\$9,009
Area 9	Industrial	54,000 sf	6.4	\$ 49.36	\$ 0.10	\$5,792
Area 9	Retail/Service	5,000 sf	1.8	\$ 49.36	\$ 0.10	\$595
<b>Area 10</b>	<b>Aerospace and Innovation</b>					<b>\$1,325,178</b>
Area 10	Office	893,000 sf	387.2	\$ 49.36	\$ 0.10	\$109,634
Area 10	R&D/Flex	5,805,000 sf	1,384.5	\$ 49.36	\$ 0.10	\$656,773
Area 10	Warehouse/Storage	2,206,000 sf	52.6	\$ 49.36	\$ 0.10	\$226,214
Area 10	Industrial	2,902,000 sf	346.1	\$ 49.36	\$ 0.10	\$311,249
Area 10	Retail/Service	179,000 sf	64.1	\$ 49.36	\$ 0.10	\$21,309
<b>Area 11</b>	<b>Industry Hub</b>					<b>\$698,301</b>
Area 11	Office	493,000 sf	213.8	\$ 49.36	\$ 0.10	\$60,526
Area 11	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 11	Warehouse/Storage	5,131,000 sf	244.7	\$ 49.36	\$ 0.10	\$532,197
Area 11	Industrial	930,000 sf	110.9	\$ 49.36	\$ 0.10	\$99,746
Area 11	Retail/Service	49,000 sf	17.5	\$ 49.36	\$ 0.10	\$5,833
<b>Area 12</b>	<b>Mixed-Use Industrial</b>					<b>\$88,202</b>
Area 12	Office	60,000 sf	26.0	\$ 49.36	\$ 0.10	\$7,366
Area 12	R&D/Flex	219,000 sf	52.2	\$ 49.36	\$ 0.10	\$24,777
Area 12	Warehouse/Storage	313,000 sf	14.9	\$ 49.36	\$ 0.10	\$32,465
Area 12	Industrial	200,000 sf	23.9	\$ 49.36	\$ 0.10	\$21,451
Area 12	Retail/Service	18,000 sf	6.4	\$ 49.36	\$ 0.10	\$2,143
<b>Area 13</b>	<b>Green Energy and Sustainable Agriculture</b>					<b>\$142,478</b>
Area 13	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 13	R&D/Flex	657,000 sf	156.7	\$ 49.36	\$ 0.10	\$74,332
Area 13	Warehouse/Storage	657,000 sf	31.3	\$ 49.36	\$ 0.10	\$68,145
Area 13	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 13	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
<b>Area 14</b>	<b>Mixed-Use Industrial</b>					<b>\$69,698</b>
Area 14	Office	48,000 sf	20.8	\$ 49.36	\$ 0.10	\$5,893
Area 14	R&D/Flex	173,000 sf	41.3	\$ 49.36	\$ 0.10	\$19,573
Area 14	Warehouse/Storage	247,000 sf	11.8	\$ 49.36	\$ 0.10	\$25,619
Area 14	Industrial	158,000 sf	18.8	\$ 49.36	\$ 0.10	\$16,946
Area 14	Retail/Service	14,000 sf	5.0	\$ 49.36	\$ 0.10	\$1,667
<b>Area 15</b>	<b>Mixed-Use Industrial</b>					<b>\$0</b>
Area 15	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Warehouse/Storage	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
<b>TOTAL</b>		<b>33,348,000 sf</b>	<b>4,875</b>			<b>\$3,621,018</b>

Source: Economic &amp; Planning Systems

Table 16. Other General Fund Expenditures

Area	Type	Development total	Employment total	Peak Person Served factor	Commercial Space factor	General Fund Expenses
<b>Area 1</b>	<b>Mixed-Use Industrial</b>					<b>-\$4,558</b>
Area 1	Office	16,000 sf	6.9	\$ (136.89)	\$ -	-\$950
Area 1	R&D/Flex	59,000 sf	14.1	\$ (136.89)	\$ -	-\$1,926
Area 1	Warehouse/Storage	85,000 sf	4.1	\$ (136.89)	\$ -	-\$555
Area 1	Industrial	54,000 sf	6.4	\$ (136.89)	\$ -	-\$881
Area 1	Retail/Service	5,000 sf	1.8	\$ (136.89)	\$ -	-\$245
<b>Area 2</b>	<b>Industry Hub</b>					<b>-\$31,120</b>
Area 2	Office	191,000 sf	82.8	\$ (136.89)	\$ -	-\$11,338
Area 2	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 2	Warehouse/Storage	1,987,000 sf	94.8	\$ (136.89)	\$ -	-\$12,974
Area 2	Industrial	360,000 sf	42.9	\$ (136.89)	\$ -	-\$5,877
Area 2	Retail/Service	19,000 sf	6.8	\$ (136.89)	\$ -	-\$931
<b>Area 3</b>	<b>Mixed-Use Industrial</b>					<b>-\$1,940</b>
Area 3	Office	7,000 sf	3.0	\$ (136.89)	\$ -	-\$416
Area 3	R&D/Flex	25,000 sf	6.0	\$ (136.89)	\$ -	-\$816
Area 3	Warehouse/Storage	36,000 sf	1.7	\$ (136.89)	\$ -	-\$235
Area 3	Industrial	23,000 sf	2.7	\$ (136.89)	\$ -	-\$375
Area 3	Retail/Service	2,000 sf	0.7	\$ (136.89)	\$ -	-\$98
<b>Area 4</b>	<b>Industry Hub</b>					<b>-\$26,267</b>
Area 4	Office	161,000 sf	69.8	\$ (136.89)	\$ -	-\$9,557
Area 4	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 4	Warehouse/Storage	1,679,000 sf	80.1	\$ (136.89)	\$ -	-\$10,963
Area 4	Industrial	304,000 sf	36.3	\$ (136.89)	\$ -	-\$4,962
Area 4	Retail/Service	16,000 sf	5.7	\$ (136.89)	\$ -	-\$784
<b>Area 5</b>	<b>Mixed-Use Industrial</b>					<b>-\$34,174</b>
Area 5	Office	122,000 sf	52.9	\$ (136.89)	\$ -	-\$7,242
Area 5	R&D/Flex	443,000 sf	105.7	\$ (136.89)	\$ -	-\$14,463
Area 5	Warehouse/Storage	632,000 sf	30.1	\$ (136.89)	\$ -	-\$4,127
Area 5	Industrial	403,000 sf	48.1	\$ (136.89)	\$ -	-\$6,578
Area 5	Retail/Service	36,000 sf	12.9	\$ (136.89)	\$ -	-\$1,765
<b>Area 6</b>	<b>Aerospace and Innovation</b>					<b>-\$90,966</b>
Area 6	Office	266,000 sf	115.3	\$ (136.89)	\$ -	-\$15,789
Area 6	R&D/Flex	1,726,000 sf	411.7	\$ (136.89)	\$ -	-\$56,349
Area 6	Warehouse/Storage	656,000 sf	15.6	\$ (136.89)	\$ -	-\$2,142
Area 6	Industrial	863,000 sf	102.9	\$ (136.89)	\$ -	-\$14,087
Area 6	Retail/Service	53,000 sf	19.0	\$ (136.89)	\$ -	-\$2,598
<b>Area 7</b>	<b>Mixed-Use Industrial</b>					<b>-\$5,683</b>
Area 7	Office	20,000 sf	8.7	\$ (136.89)	\$ -	-\$1,187
Area 7	R&D/Flex	74,000 sf	17.6	\$ (136.89)	\$ -	-\$2,416
Area 7	Warehouse/Storage	106,000 sf	5.1	\$ (136.89)	\$ -	-\$692
Area 7	Industrial	67,000 sf	8.0	\$ (136.89)	\$ -	-\$1,094
Area 7	Retail/Service	6,000 sf	2.1	\$ (136.89)	\$ -	-\$294

Source: Economic &amp; Planning Systems

Area	Type	Development total	Employment total	Peak Person Served factor	Commercial Space factor	General Fund Expenses
<b>Area 8</b>	<b>Green Energy and Sustainable Agriculture</b>					<b>-\$24,995</b>
Area 8	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 8	R&D/Flex	638,000 sf	152.2	\$ (136.89)	\$ -	-\$20,829
Area 8	Warehouse/Storage	638,000 sf	30.4	\$ (136.89)	\$ -	-\$4,166
Area 8	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 8	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
<b>Area 9</b>	<b>Mixed-Use Industrial</b>					<b>-\$5,374</b>
Area 9	Office	16,000 sf	6.9	\$ (136.89)	\$ -	-\$950
Area 9	R&D/Flex	59,000 sf	14.1	\$ (136.89)	\$ -	-\$1,926
Area 9	Warehouse/Storage	84,000 sf	10.0	\$ (136.89)	\$ -	-\$1,371
Area 9	Industrial	54,000 sf	6.4	\$ (136.89)	\$ -	-\$881
Area 9	Retail/Service	5,000 sf	1.8	\$ (136.89)	\$ -	-\$245
<b>Area 10</b>	<b>Aerospace and Innovation</b>					<b>-\$305,874</b>
Area 10	Office	893,000 sf	387.2	\$ (136.89)	\$ -	-\$53,008
Area 10	R&D/Flex	5,805,000 sf	1,384.5	\$ (136.89)	\$ -	-\$189,518
Area 10	Warehouse/Storage	2,206,000 sf	52.6	\$ (136.89)	\$ -	-\$7,202
Area 10	Industrial	2,902,000 sf	346.1	\$ (136.89)	\$ -	-\$47,371
Area 10	Retail/Service	179,000 sf	64.1	\$ (136.89)	\$ -	-\$8,775
<b>Area 11</b>	<b>Industry Hub</b>					<b>-\$80,350</b>
Area 11	Office	493,000 sf	213.8	\$ (136.89)	\$ -	-\$29,264
Area 11	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 11	Warehouse/Storage	5,131,000 sf	244.7	\$ (136.89)	\$ -	-\$33,503
Area 11	Industrial	930,000 sf	110.9	\$ (136.89)	\$ -	-\$15,181
Area 11	Retail/Service	49,000 sf	17.5	\$ (136.89)	\$ -	-\$2,402
<b>Area 12</b>	<b>Mixed-Use Industrial</b>					<b>-\$16,902</b>
Area 12	Office	60,000 sf	26.0	\$ (136.89)	\$ -	-\$3,562
Area 12	R&D/Flex	219,000 sf	52.2	\$ (136.89)	\$ -	-\$7,150
Area 12	Warehouse/Storage	313,000 sf	14.9	\$ (136.89)	\$ -	-\$2,044
Area 12	Industrial	200,000 sf	23.9	\$ (136.89)	\$ -	-\$3,265
Area 12	Retail/Service	18,000 sf	6.4	\$ (136.89)	\$ -	-\$882
<b>Area 13</b>	<b>Green Energy and Sustainable Agriculture</b>					<b>-\$25,739</b>
Area 13	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 13	R&D/Flex	657,000 sf	156.7	\$ (136.89)	\$ -	-\$21,449
Area 13	Warehouse/Storage	657,000 sf	31.3	\$ (136.89)	\$ -	-\$4,290
Area 13	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 13	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
<b>Area 14</b>	<b>Mixed-Use Industrial</b>					<b>-\$13,375</b>
Area 14	Office	48,000 sf	20.8	\$ (136.89)	\$ -	-\$2,849
Area 14	R&D/Flex	173,000 sf	41.3	\$ (136.89)	\$ -	-\$5,648
Area 14	Warehouse/Storage	247,000 sf	11.8	\$ (136.89)	\$ -	-\$1,613
Area 14	Industrial	158,000 sf	18.8	\$ (136.89)	\$ -	-\$2,579
Area 14	Retail/Service	14,000 sf	5.0	\$ (136.89)	\$ -	-\$686
<b>Area 15</b>	<b>Mixed-Use Industrial</b>					<b>\$0</b>
Area 15	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Warehouse/Storage	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
<b>TOTAL</b>		<b>33,348,000 sf</b>	<b>4,875</b>			<b>-\$667,316</b>

Source: Economic &amp; Planning Systems

## 6. Summary of Fiscal Impacts

### Annual General Fund Impacts

When the case study revenues and costs are combined with the other General Fund impacts, the total annual net fiscal impact is calculated in **Table 17**. The annual revenues total \$18.1 million, comprised of \$9.2 million in property tax, \$3.1 million in business personal property tax, \$2.26 million in sales tax, and \$3.6 million in other revenues. The General Fund expenses total \$14.0 million. The main costs are for Fire at \$7.8 million per year and Public Works at \$5.28 million per year. The net fiscal impact is therefore positive at \$4.1 million per year or \$0.12 per square foot of development.

**Table 17. Annual Net Fiscal Impact**

Description	2022 General Fund	Revenues and Expenses
<b>Ongoing Fiscal Impact</b>		
<b>Revenues</b>		
Property Tax	\$45,820,061	\$9,174,020
Business Personal Property Tax	---	\$3,057,850
Sales Tax	\$234,162,053	\$2,261,250
General Fund (Others)	<u>\$42,576,897</u>	<u>\$3,621,018</u>
<b>Subtotal</b>	<b>\$322,559,011</b>	<b>\$18,114,137</b>
<b>% Difference</b>		<b>5.6%</b>
<b>Expenditures</b>		
Parks, Open Space, & Rec.	-\$17,237,501	-\$81,900
Public Works	-\$37,804,505	-\$5,280,800
Police	-\$130,265,718	-\$182,000
Fire	-\$72,329,087	-\$7,791,501
General Fund (Others)	-\$176,858,448	<u>-\$667,316</u>
<b>Subtotal</b>	<b>-\$434,495,259</b>	<b>-\$14,003,517</b>
<b>% Difference</b>	---	<b>3.2%</b>
<b>Net Fiscal Impact (Ongoing)</b>	---	<b>\$4,110,621</b>
<b>Per Acre</b>		<b>\$521</b>
<b>Per Sq. Ft. of Development</b>		<b>\$0.12</b>

Source: Economic & Planning Systems

## Capital Cost Impacts

The capital cost impacts to the City are estimated costs the City would be responsible for. These include a new fire station with equipment, two police patrol vehicles, half of the perimeter arterial roads, and the regional trail. The capital costs a total of \$183.0 million. The only dedicated capital revenue that would be collected is construction use tax because the City does not charge impact fees on non-residential development. The estimated \$62.0 million in use tax does not cover the capital costs, resulting in a deficit of -\$120.9 million or -\$3.63 per square foot of development.

**Table 18. Capital Cost Impacts to the City**

Description	Revenues and Expenses	Annual Over 20 Year Planning Period
<b>Capital/One-Time Fiscal Impact</b>		
<b>Revenues</b>		
Use Tax	\$62,037,546	\$3,102,000
<b>Expenditures</b>		
Fire Capital	-\$20,293,194	-\$1,015,000
Police Capital	-150,000	-8,000
Roads Capital	-157,250,000	-7,863,000
Parks Capital	-5,328,000	-266,000
<b>Subtotal</b>	<b>-183,021,194</b>	<b>-9,152,000</b>
<b>Net Fiscal Impact (One-Time)</b>	<b>-\$120,983,648</b>	<b>-\$6,050,000</b>
<b>Per Acre</b>	<b>-\$15,335</b>	<b>-\$767</b>
<b>Per Sq. Ft. of Development</b>	<b>-\$3.63</b>	<b>-\$0.18</b>

Source: Economic & Planning Systems

## Water and Wastewater

### Costs and Capital Recovery

Aurora Water estimated the costs that would be incurred to serve the Study Area. The City's water and wastewater connection fees and rates (user fees) are designed to recover these capital costs (connection fees) and operating and maintenance costs (water and wastewater rates). Transmission and distribution costs are generally incremental and tied to development phasing. Water supply (water rights) costs are however more unpredictable as the City has to acquire water when it is available and typically ahead of the need. There is therefore a gap between when the water supply expenses are made and when fees are received to recover the cost.

The transmission and distribution costs are comprised of the costs of the infrastructure (pipelines) that moves water from storage to the City's treatment facilities and to water users. Transmission and distribution costs total \$74.7

million (**Table 19**). The water supply component is the largest cost at \$538.6 million, comprised of water rights acquisition, storage projects, and infrastructure to move raw water into the City's treatment and distribution system. Water treatment costs, recovered by water rates, total \$29.2 million. The total costs are therefore \$642.5 million. These costs are the public trunk infrastructure costs and are largely recovered over time by the connection and user fees paid by land developers and water users (rate payers).

**Table 19. Water Costs and Equivalent Fees Recovered**

Area	Capital Costs (Connection Fees)		Operating Costs (Rates)	Total Costs
	Transmission & Dist'n.	Water Supply	Treatment	
1	\$367,773	\$2,652,640	143,872	\$3,164,285
2	4,305,461	31,054,060	1,684,288	37,043,809
3	155,338	1,120,410	60,768	1,336,516
4	3,637,646	26,237,300	1,423,040	31,297,986
5	2,739,564	19,759,690	1,071,712	23,570,966
6	5,984,652	43,165,580	2,341,184	51,491,416
7	458,816	3,309,310	179,488	3,947,614
8	11,067,131	79,824,050	4,329,440	95,220,621
9	364,828	2,631,400	142,720	3,138,948
10	20,124,927	145,155,340	7,872,832	173,153,099
11	11,117,520	80,187,490	4,349,152	95,654,162
12	1,357,635	9,792,230	531,104	11,680,969
13	11,392,613	82,171,660	4,456,768	98,021,041
14	1,071,989	7,731,950	419,360	9,223,299
15	530,882	3,829,100	207,680	4,567,662
<b>Totals</b>	<b>\$74,676,774</b>	<b>\$538,622,210</b>	<b>\$29,213,408</b>	<b>\$642,512,392</b>

Source: Economic & Planning Systems

Similarly, the City's wastewater fees are also designed to recover the City's infrastructure costs. Wastewater costs, and the capital recovery fees, are comprised of three components. The buy-in component is a contribution that users pay to "buy into" the existing capacity of the system that was already created and paid for by previous development. The CIP component accounts for capital improvement plan (CIP) projects needed to keep up with growth. A new sewer interceptor line would also be needed. In total, wastewater costs are \$628.1 million (**Table 20**). The City's fees would be updated and adjusted from time to time to reflect the costs at that time.

These costs are only costs in the Study Area. They do not include any off-site costs that may be needed outside the Study Area, such as capacity upgrades to facilities that the Study area infrastructure may feed into.

**Table 20. Wastewater Costs and Equivalent Fees Recovered**

Area	Buy-In Cost (Fee)	CIP Cost (Fee)	Interceptor Cost (Fee)	Total Costs (Capital Recovery)
1	\$367,773	\$2,652,640	\$72,000	\$3,092,413
2	4,305,461	31,054,060	855,000	36,214,521
3	155,338	1,120,410	30,000	1,305,748
4	3,637,646	26,237,300	723,000	30,597,946
5	2,739,564	19,759,690	543,000	23,042,254
6	5,984,652	43,165,580	1,188,000	50,338,232
7	458,816	3,309,310	90,000	3,858,126
8	11,067,131	79,824,050	2,196,000	93,087,181
9	364,828	2,631,400	72,000	3,068,228
10	20,124,927	145,155,340	3,996,000	169,276,267
11	11,117,520	80,187,490	2,208,000	93,513,010
12	1,357,635	9,792,230	270,000	11,419,865
13	11,392,613	82,171,660	2,262,000	95,826,273
14	1,071,989	7,731,950	213,000	9,016,939
15	530,882	3,829,100	105,000	4,464,982
<b>Totals</b>	<b>\$74,676,774</b>	<b>\$538,622,210</b>	<b>\$14,823,000</b>	<b>\$628,121,984</b>

Source: Economic &amp; Planning Systems

### Water Supply Availability and Timing

Aurora Water's 2017 Integrated Water Master Plan (IWMP) evaluated water supply and demand for the then existing City limits and found that the City did not have enough supply capacity identified to meet 2070 demand. The 2017 IWMP did not account for potential annexation areas in the East Aurora Annexation Study (EAAS) or the current study area. Aurora Water is currently updating the IWMP to include new water resource projects, conservation measures, and new potential annexation areas. This Study Area, however, was not identified in time to be included in the updated IWMP.

Also, there is still likely to be a supply gap given the competition for agricultural water rights, South Platte River basin water, and the uncertainty that the impacts of climate change will have on the future water supply. The water supply is a continual issue for the City however and not unique to this proposed annexation.





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Appendix

Table 21. Detailed Property Tax Calculations

Area	Type	Development total	Land Value % of total	Improvement Value per sf	Total Value per sf	Personal Property Value per sf	Land and Improvements			Business Personal Property		
							Total Value	Assessed Value 29.00%	Property Tax 8.605	Total Value	Assessed Value 29.00%	Property Tax 8.605
<b>Area 1</b>	<b>Mixed-Use Industrial</b>						<b>\$24,431,000</b>	<b>\$7,084,990</b>	<b>\$60,966</b>	<b>\$7,165,000</b>	<b>\$2,077,850</b>	<b>\$17,880</b>
Area 1	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 1	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 1	Warehouse/Storage	85,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,610,000	\$1,626,900	\$13,999	\$1,275,000	\$369,750	\$3,182
Area 1	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 1	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
<b>Area 2</b>	<b>Industry Hub</b>						<b>\$202,477,000</b>	<b>\$58,718,330</b>	<b>\$505,271</b>	<b>\$60,145,000</b>	<b>\$17,442,050</b>	<b>\$150,089</b>
Area 2	Office	191,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$31,515,000	\$9,139,350	\$78,644	\$2,865,000	\$830,850	\$7,149
Area 2	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 2	Warehouse/Storage	1,987,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$131,142,000	\$38,031,180	\$327,258	\$29,805,000	\$8,643,450	\$74,377
Area 2	Industrial	360,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$35,640,000	\$10,335,600	\$88,938	\$27,000,000	\$7,830,000	\$67,377
Area 2	Retail/Service	19,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$4,180,000	\$1,212,200	\$10,431	\$475,000	\$137,750	\$1,185
<b>Area 3</b>	<b>Mixed-Use Industrial</b>						<b>\$10,373,000</b>	<b>\$3,008,170</b>	<b>\$25,885</b>	<b>\$3,045,000</b>	<b>\$883,050</b>	<b>\$7,599</b>
Area 3	Office	7,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$1,155,000	\$334,950	\$2,882	\$105,000	\$30,450	\$262
Area 3	R&D/Flex	25,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$4,125,000	\$1,196,250	\$10,294	\$625,000	\$181,250	\$1,560
Area 3	Warehouse/Storage	36,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$2,376,000	\$689,040	\$5,929	\$540,000	\$156,600	\$1,348
Area 3	Industrial	23,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$2,277,000	\$660,330	\$5,682	\$1,725,000	\$500,250	\$4,305
Area 3	Retail/Service	2,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$440,000	\$127,600	\$1,098	\$50,000	\$14,500	\$125
<b>Area 4</b>	<b>Industry Hub</b>						<b>\$170,995,000</b>	<b>\$49,588,550</b>	<b>\$426,709</b>	<b>\$50,800,000</b>	<b>\$14,732,000</b>	<b>\$126,769</b>
Area 4	Office	161,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$26,565,000	\$7,703,850	\$66,292	\$2,415,000	\$700,350	\$6,027
Area 4	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 4	Warehouse/Storage	1,679,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$110,814,000	\$32,136,060	\$276,531	\$25,185,000	\$7,303,650	\$62,848
Area 4	Industrial	304,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$30,096,000	\$8,727,840	\$75,103	\$22,800,000	\$6,612,000	\$56,896
Area 4	Retail/Service	16,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,520,000	\$1,020,800	\$8,784	\$400,000	\$116,000	\$998
<b>Area 5</b>	<b>Mixed-Use Industrial</b>						<b>\$182,754,000</b>	<b>\$52,998,660</b>	<b>\$456,053</b>	<b>\$53,510,000</b>	<b>\$15,517,900</b>	<b>\$133,532</b>
Area 5	Office	122,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$20,130,000	\$5,837,700	\$50,233	\$1,830,000	\$530,700	\$4,567
Area 5	R&D/Flex	443,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$73,095,000	\$21,197,550	\$182,405	\$11,075,000	\$3,211,750	\$27,637
Area 5	Warehouse/Storage	632,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$41,712,000	\$12,096,480	\$104,090	\$9,480,000	\$2,749,200	\$23,657
Area 5	Industrial	403,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$39,897,000	\$11,570,130	\$99,561	\$30,225,000	\$8,765,250	\$75,425
Area 5	Retail/Service	36,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$7,920,000	\$2,296,800	\$19,764	\$900,000	\$261,000	\$2,246
<b>Area 6</b>	<b>Aerospace and Innovation</b>						<b>\$469,073,000</b>	<b>\$136,031,170</b>	<b>\$1,170,548</b>	<b>\$178,790,000</b>	<b>\$51,849,100</b>	<b>\$446,162</b>
Area 6	Office	266,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$43,890,000	\$12,728,100	\$109,525	\$3,990,000	\$1,157,100	\$9,957
Area 6	R&D/Flex	1,726,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$284,790,000	\$82,589,100	\$710,679	\$43,150,000	\$12,513,500	\$107,679
Area 6	Warehouse/Storage	656,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$43,296,000	\$12,555,840	\$108,043	\$65,600,000	\$19,024,000	\$163,702
Area 6	Industrial	863,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$85,437,000	\$24,776,730	\$213,204	\$64,725,000	\$18,770,250	\$161,518
Area 6	Retail/Service	53,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$11,660,000	\$3,381,400	\$29,097	\$1,325,000	\$384,250	\$3,306
<b>Area 7</b>	<b>Mixed-Use Industrial</b>						<b>\$30,459,000</b>	<b>\$8,833,110</b>	<b>\$76,009</b>	<b>\$8,915,000</b>	<b>\$2,585,350</b>	<b>\$22,247</b>
Area 7	Office	20,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$3,300,000	\$957,000	\$8,235	\$300,000	\$87,000	\$749
Area 7	R&D/Flex	74,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$12,210,000	\$3,540,900	\$30,469	\$1,850,000	\$536,500	\$4,617
Area 7	Warehouse/Storage	106,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$6,996,000	\$2,028,840	\$17,458	\$1,590,000	\$461,100	\$3,968
Area 7	Industrial	67,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$6,633,000	\$1,923,570	\$16,552	\$5,025,000	\$1,457,250	\$12,540
Area 7	Retail/Service	6,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,320,000	\$382,800	\$3,294	\$150,000	\$43,500	\$374

Source: Economic &amp; Planning Systems

Area	Type						Land and Improvements			Business Personal Property		
		Development	Land	Improvement	Total	Personal	Total	Assessed	Property	Total	Assessed	Property
		total	% of total	Value per sf	Value per sf	Property Value per sf	Value	Value 29.00%	Tax 8.605	Value	Value 29.00%	Tax 8.605
<b>Area 8</b>	<b>Green Energy and Sustainable Agriculture</b>						<b>\$147,378,000</b>	<b>\$42,739,620</b>	<b>\$367,774</b>	<b>\$25,520,000</b>	<b>\$7,400,800</b>	<b>\$63,684</b>
Area 8	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	R&D/Flex	638,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$105,270,000	\$30,528,300	\$262,696	\$15,950,000	\$4,625,500	\$39,802
Area 8	Warehouse/Storage	638,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$42,108,000	\$12,211,320	\$105,078	\$9,570,000	\$2,775,300	\$23,881
Area 8	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>Area 9</b>	<b>Mixed-Use Industrial</b>						<b>\$24,365,000</b>	<b>\$7,065,850</b>	<b>\$60,802</b>	<b>\$7,150,000</b>	<b>\$2,073,500</b>	<b>\$17,842</b>
Area 9	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 9	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 9	Warehouse/Storage	84,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,544,000	\$1,607,760	\$13,835	\$1,260,000	\$365,400	\$3,144
Area 9	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 9	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
<b>Area 10</b>	<b>Aerospace and Innovation</b>						<b>\$1,577,444,000</b>	<b>\$457,458,760</b>	<b>\$3,936,433</b>	<b>\$601,245,000</b>	<b>\$174,361,050</b>	<b>\$1,500,377</b>
Area 10	Office	893,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$147,345,000	\$42,730,050	\$367,692	\$13,395,000	\$3,884,550	\$33,427
Area 10	R&D/Flex	5,805,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$957,825,000	\$277,769,250	\$2,390,204	\$145,125,000	\$42,086,250	\$362,152
Area 10	Warehouse/Storage	2,206,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$145,596,000	\$42,222,840	\$363,328	\$220,600,000	\$63,974,000	\$550,496
Area 10	Industrial	2,902,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$287,298,000	\$83,316,420	\$716,938	\$217,650,000	\$63,118,500	\$543,135
Area 10	Retail/Service	179,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$39,380,000	\$11,420,200	\$98,271	\$4,475,000	\$1,297,750	\$11,167
<b>Area 11</b>	<b>Industry Hub</b>						<b>\$522,841,000</b>	<b>\$151,623,890</b>	<b>\$1,304,724</b>	<b>\$155,335,000</b>	<b>\$45,047,150</b>	<b>\$387,631</b>
Area 11	Office	493,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$81,345,000	\$23,590,050	\$202,992	\$7,395,000	\$2,144,550	\$18,454
Area 11	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 11	Warehouse/Storage	5,131,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$338,646,000	\$98,207,340	\$845,074	\$76,965,000	\$22,319,850	\$192,062
Area 11	Industrial	930,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$92,070,000	\$26,700,300	\$229,756	\$69,750,000	\$20,227,500	\$174,058
Area 11	Retail/Service	49,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$10,780,000	\$3,126,200	\$26,901	\$1,225,000	\$355,250	\$3,057
<b>Area 12</b>	<b>Mixed-Use Industrial</b>						<b>\$90,453,000</b>	<b>\$26,231,370</b>	<b>\$225,721</b>	<b>\$26,520,000</b>	<b>\$7,690,800</b>	<b>\$66,179</b>
Area 12	Office	60,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$9,900,000	\$2,871,000	\$24,705	\$900,000	\$261,000	\$2,246
Area 12	R&D/Flex	219,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$36,135,000	\$10,479,150	\$90,173	\$5,475,000	\$1,587,750	\$13,663
Area 12	Warehouse/Storage	313,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$20,658,000	\$5,990,820	\$51,551	\$4,695,000	\$1,361,550	\$11,716
Area 12	Industrial	200,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$19,800,000	\$5,742,000	\$49,410	\$15,000,000	\$4,350,000	\$37,432
Area 12	Retail/Service	18,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,960,000	\$1,148,400	\$9,882	\$450,000	\$130,500	\$1,123
<b>Area 13</b>	<b>Green Energy and Sustainable Agriculture</b>						<b>\$151,767,000</b>	<b>\$44,012,430</b>	<b>\$378,727</b>	<b>\$26,280,000</b>	<b>\$7,621,200</b>	<b>\$65,580</b>
Area 13	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	R&D/Flex	657,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$108,405,000	\$31,437,450	\$270,519	\$16,425,000	\$4,763,250	\$40,988
Area 13	Warehouse/Storage	657,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$43,362,000	\$12,574,980	\$108,208	\$9,855,000	\$2,857,950	\$24,593
Area 13	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>Area 14</b>	<b>Mixed-Use Industrial</b>						<b>\$71,489,000</b>	<b>\$20,731,810</b>	<b>\$178,397</b>	<b>\$20,950,000</b>	<b>\$6,075,500</b>	<b>\$52,280</b>
Area 14	Office	48,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$7,920,000	\$2,296,800	\$19,764	\$720,000	\$208,800	\$1,797
Area 14	R&D/Flex	173,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$28,545,000	\$8,278,050	\$71,233	\$4,325,000	\$1,254,250	\$10,793
Area 14	Warehouse/Storage	247,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$16,302,000	\$4,727,580	\$40,681	\$3,705,000	\$1,074,450	\$9,246
Area 14	Industrial	158,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$15,642,000	\$4,536,180	\$39,034	\$11,850,000	\$3,436,500	\$29,571
Area 14	Retail/Service	14,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,080,000	\$893,200	\$7,686	\$350,000	\$101,500	\$873
<b>Area 15</b>	<b>Mixed-Use Industrial</b>						<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Area 15	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Warehouse/Storage	0 sf	10.0%	\$59.40	\$66.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>		<b>33,348,000 sf</b>					<b>\$3,676,299,000</b>	<b>\$1,066,126,710</b>	<b>\$9,174,020</b>			<b>\$3,057,850</b>

Source: Economic &amp; Planning Systems

Table 22. Detailed Sales Tax Calculations

Area	Type						Land and Improvements			Business Personal Property		
		Development	Land	Improvement	Total	Personal	Total	Assessed	Property Tax	Total	Assessed	Property Tax
		total	% of total	Value per sf	Value per sf	Property Value per sf	Value	Value 29.00%	8.605	Value	Value 29.00%	8.605
<b>Area 1</b>	<b>Mixed-Use Industrial</b>						<b>\$24,431,000</b>	<b>\$7,084,990</b>	<b>\$60,966</b>	<b>\$7,165,000</b>	<b>\$2,077,850</b>	<b>\$17,880</b>
Area 1	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 1	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 1	Warehouse/Storage	85,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,610,000	\$1,626,900	\$13,999	\$1,275,000	\$369,750	\$3,182
Area 1	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 1	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
<b>Area 2</b>	<b>Industry Hub</b>						<b>\$202,477,000</b>	<b>\$58,718,330</b>	<b>\$505,271</b>	<b>\$60,145,000</b>	<b>\$17,442,050</b>	<b>\$150,089</b>
Area 2	Office	191,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$31,515,000	\$9,139,350	\$78,644	\$2,865,000	\$830,850	\$7,149
Area 2	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 2	Warehouse/Storage	1,987,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$131,142,000	\$38,031,180	\$327,258	\$29,805,000	\$8,643,450	\$74,377
Area 2	Industrial	360,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$35,640,000	\$10,335,600	\$88,938	\$27,000,000	\$7,830,000	\$67,377
Area 2	Retail/Service	19,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$4,180,000	\$1,212,200	\$10,431	\$475,000	\$137,750	\$1,185
<b>Area 3</b>	<b>Mixed-Use Industrial</b>						<b>\$10,373,000</b>	<b>\$3,008,170</b>	<b>\$25,885</b>	<b>\$3,045,000</b>	<b>\$883,050</b>	<b>\$7,599</b>
Area 3	Office	7,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$1,155,000	\$334,950	\$2,882	\$105,000	\$30,450	\$262
Area 3	R&D/Flex	25,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$4,125,000	\$1,196,250	\$10,294	\$625,000	\$181,250	\$1,560
Area 3	Warehouse/Storage	36,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$2,376,000	\$689,040	\$5,929	\$540,000	\$156,600	\$1,348
Area 3	Industrial	23,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$2,277,000	\$660,330	\$5,682	\$1,725,000	\$500,250	\$4,305
Area 3	Retail/Service	2,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$440,000	\$127,600	\$1,098	\$50,000	\$14,500	\$125
<b>Area 4</b>	<b>Industry Hub</b>						<b>\$170,995,000</b>	<b>\$49,588,550</b>	<b>\$426,709</b>	<b>\$50,800,000</b>	<b>\$14,732,000</b>	<b>\$126,769</b>
Area 4	Office	161,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$26,565,000	\$7,703,850	\$66,292	\$2,415,000	\$700,350	\$6,027
Area 4	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 4	Warehouse/Storage	1,679,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$110,814,000	\$32,136,060	\$276,531	\$25,185,000	\$7,303,650	\$62,848
Area 4	Industrial	304,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$30,096,000	\$8,727,840	\$75,103	\$22,800,000	\$6,612,000	\$56,896
Area 4	Retail/Service	16,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,520,000	\$1,020,800	\$8,784	\$400,000	\$116,000	\$998
<b>Area 5</b>	<b>Mixed-Use Industrial</b>						<b>\$182,754,000</b>	<b>\$52,998,660</b>	<b>\$456,053</b>	<b>\$53,510,000</b>	<b>\$15,517,900</b>	<b>\$133,532</b>
Area 5	Office	122,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$20,130,000	\$5,837,700	\$50,233	\$1,830,000	\$530,700	\$4,567
Area 5	R&D/Flex	443,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$73,095,000	\$21,197,550	\$182,405	\$11,075,000	\$3,211,750	\$27,637
Area 5	Warehouse/Storage	632,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$41,712,000	\$12,096,480	\$104,090	\$9,480,000	\$2,749,200	\$23,657
Area 5	Industrial	403,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$39,897,000	\$11,570,130	\$99,561	\$30,225,000	\$8,765,250	\$75,425
Area 5	Retail/Service	36,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$7,920,000	\$2,296,800	\$19,764	\$900,000	\$261,000	\$2,246
<b>Area 6</b>	<b>Aerospace and Innovation</b>						<b>\$469,073,000</b>	<b>\$136,031,170</b>	<b>\$1,170,548</b>	<b>\$178,790,000</b>	<b>\$51,849,100</b>	<b>\$446,162</b>
Area 6	Office	266,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$43,890,000	\$12,728,100	\$109,525	\$3,990,000	\$1,157,100	\$9,957
Area 6	R&D/Flex	1,726,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$284,790,000	\$82,589,100	\$710,679	\$43,150,000	\$12,513,500	\$107,679
Area 6	Warehouse/Storage	656,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$43,296,000	\$12,555,840	\$108,043	\$65,600,000	\$19,024,000	\$163,702
Area 6	Industrial	863,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$85,437,000	\$24,776,730	\$213,204	\$64,725,000	\$18,770,250	\$161,518
Area 6	Retail/Service	53,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$11,660,000	\$3,381,400	\$29,097	\$1,325,000	\$384,250	\$3,306
<b>Area 7</b>	<b>Mixed-Use Industrial</b>						<b>\$30,459,000</b>	<b>\$8,833,110</b>	<b>\$76,009</b>	<b>\$8,915,000</b>	<b>\$2,585,350</b>	<b>\$22,247</b>
Area 7	Office	20,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$3,300,000	\$957,000	\$8,235	\$300,000	\$87,000	\$749
Area 7	R&D/Flex	74,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$12,210,000	\$3,540,900	\$30,469	\$1,850,000	\$536,500	\$4,617
Area 7	Warehouse/Storage	106,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$6,996,000	\$2,028,840	\$17,458	\$1,590,000	\$461,100	\$3,968
Area 7	Industrial	67,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$6,633,000	\$1,923,570	\$16,552	\$5,025,000	\$1,457,250	\$12,540
Area 7	Retail/Service	6,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,320,000	\$382,800	\$3,294	\$150,000	\$43,500	\$374

Source: Economic &amp; Planning Systems

Area	Type						Land and Improvements			Business Personal Property		
		Development	Land	Improvement	Total	Personal	Total	Assessed	Property Tax	Total	Assessed	Property Tax
		total	% of total	Value per sf	Value per sf	Property Value per sf	Value	Value 29.00%	8.605	Value	Value 29.00%	8.605
<b>Area 8</b>	<b>Green Energy and Sustainable Agriculture</b>						<b>\$147,378,000</b>	<b>\$42,739,620</b>	<b>\$367,774</b>	<b>\$25,520,000</b>	<b>\$7,400,800</b>	<b>\$63,684</b>
Area 8	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	R&D/Flex	638,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$105,270,000	\$30,528,300	\$262,696	\$15,950,000	\$4,625,500	\$39,802
Area 8	Warehouse/Storage	638,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$42,108,000	\$12,211,320	\$105,078	\$9,570,000	\$2,775,300	\$23,881
Area 8	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>Area 9</b>	<b>Mixed-Use Industrial</b>						<b>\$24,365,000</b>	<b>\$7,065,850</b>	<b>\$60,802</b>	<b>\$7,150,000</b>	<b>\$2,073,500</b>	<b>\$17,842</b>
Area 9	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 9	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 9	Warehouse/Storage	84,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,544,000	\$1,607,760	\$13,835	\$1,260,000	\$365,400	\$3,144
Area 9	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 9	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
<b>Area 10</b>	<b>Aerospace and Innovation</b>						<b>\$1,577,444,000</b>	<b>\$457,458,760</b>	<b>\$3,936,433</b>	<b>\$601,245,000</b>	<b>\$174,361,050</b>	<b>\$1,500,377</b>
Area 10	Office	893,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$147,345,000	\$42,730,050	\$367,692	\$13,395,000	\$3,884,550	\$33,427
Area 10	R&D/Flex	5,805,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$957,825,000	\$277,769,250	\$2,390,204	\$145,125,000	\$42,086,250	\$362,152
Area 10	Warehouse/Storage	2,206,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$145,596,000	\$42,222,840	\$363,328	\$220,600,000	\$63,974,000	\$550,496
Area 10	Industrial	2,902,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$287,298,000	\$83,316,420	\$716,938	\$217,650,000	\$63,118,500	\$543,135
Area 10	Retail/Service	179,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$39,380,000	\$11,420,200	\$98,271	\$4,475,000	\$1,297,750	\$11,167
<b>Area 11</b>	<b>Industry Hub</b>						<b>\$522,841,000</b>	<b>\$151,623,890</b>	<b>\$1,304,724</b>	<b>\$155,335,000</b>	<b>\$45,047,150</b>	<b>\$387,631</b>
Area 11	Office	493,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$81,345,000	\$23,590,050	\$202,992	\$7,395,000	\$2,144,550	\$18,454
Area 11	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 11	Warehouse/Storage	5,131,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$338,646,000	\$98,207,340	\$845,074	\$76,965,000	\$22,319,850	\$192,062
Area 11	Industrial	930,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$92,070,000	\$26,700,300	\$229,756	\$69,750,000	\$20,227,500	\$174,058
Area 11	Retail/Service	49,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$10,780,000	\$3,126,200	\$26,901	\$1,225,000	\$355,250	\$3,057
<b>Area 12</b>	<b>Mixed-Use Industrial</b>						<b>\$90,453,000</b>	<b>\$26,231,370</b>	<b>\$225,721</b>	<b>\$26,520,000</b>	<b>\$7,690,800</b>	<b>\$66,179</b>
Area 12	Office	60,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$9,900,000	\$2,871,000	\$24,705	\$900,000	\$261,000	\$2,246
Area 12	R&D/Flex	219,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$36,135,000	\$10,479,150	\$90,173	\$5,475,000	\$1,587,750	\$13,663
Area 12	Warehouse/Storage	313,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$20,658,000	\$5,990,820	\$51,551	\$4,695,000	\$1,361,550	\$11,716
Area 12	Industrial	200,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$19,800,000	\$5,742,000	\$49,410	\$15,000,000	\$4,350,000	\$37,432
Area 12	Retail/Service	18,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,960,000	\$1,148,400	\$9,882	\$450,000	\$130,500	\$1,123
<b>Area 13</b>	<b>Green Energy and Sustainable Agriculture</b>						<b>\$151,767,000</b>	<b>\$44,012,430</b>	<b>\$378,727</b>	<b>\$26,280,000</b>	<b>\$7,621,200</b>	<b>\$65,580</b>
Area 13	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	R&D/Flex	657,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$108,405,000	\$31,437,450	\$270,519	\$16,425,000	\$4,763,250	\$40,988
Area 13	Warehouse/Storage	657,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$43,362,000	\$12,574,980	\$108,208	\$9,855,000	\$2,857,950	\$24,593
Area 13	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>Area 14</b>	<b>Mixed-Use Industrial</b>						<b>\$71,489,000</b>	<b>\$20,731,810</b>	<b>\$178,397</b>	<b>\$20,950,000</b>	<b>\$6,075,500</b>	<b>\$52,280</b>
Area 14	Office	48,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$7,920,000	\$2,296,800	\$19,764	\$720,000	\$208,800	\$1,797
Area 14	R&D/Flex	173,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$28,545,000	\$8,278,050	\$71,233	\$4,325,000	\$1,254,250	\$10,793
Area 14	Warehouse/Storage	247,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$16,302,000	\$4,727,580	\$40,681	\$3,705,000	\$1,074,450	\$9,246
Area 14	Industrial	158,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$15,642,000	\$4,536,180	\$39,034	\$11,850,000	\$3,436,500	\$29,571
Area 14	Retail/Service	14,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,080,000	\$893,200	\$7,686	\$350,000	\$101,500	\$873
<b>Area 15</b>	<b>Mixed-Use Industrial</b>						<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Area 15	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Warehouse/Storage	0 sf	10.0%	\$59.40	\$66.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>		<b>33,348,000 sf</b>					<b>\$3,676,299,000</b>	<b>\$1,066,126,710</b>	<b>\$9,174,020</b>			<b>\$3,057,850</b>

# **PROPOSED EXPANSION OF THE PLANNING & ANNEXATION BOUNDARY & AMENDMENT TO AURORA PLACES COMPREHENSIVE PLAN**

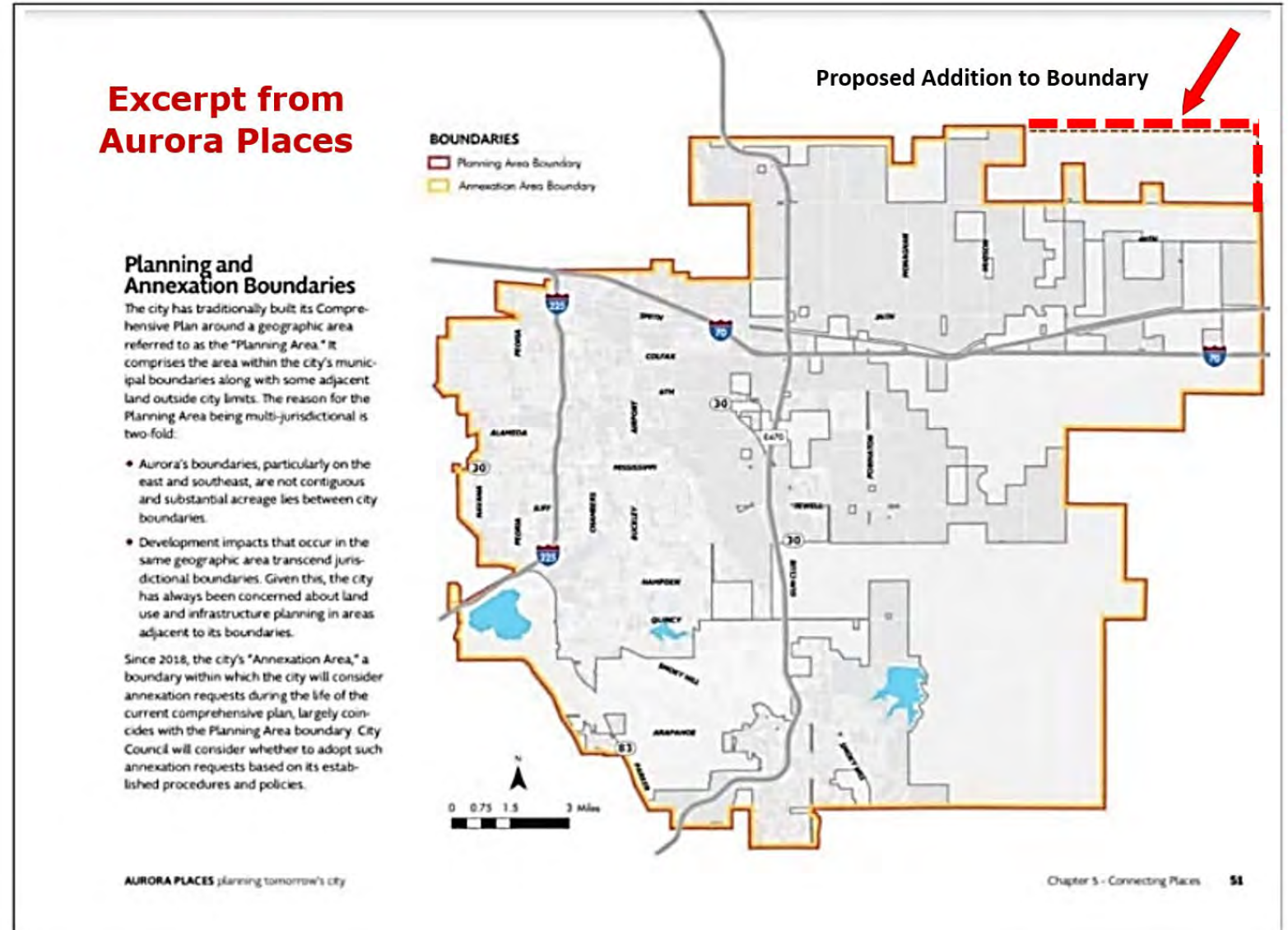
**January 23, 2023 City Council Study Session**

Economic & Planning Systems (EPS): Brian Duffany, Principal  
Planning & Development Services Department

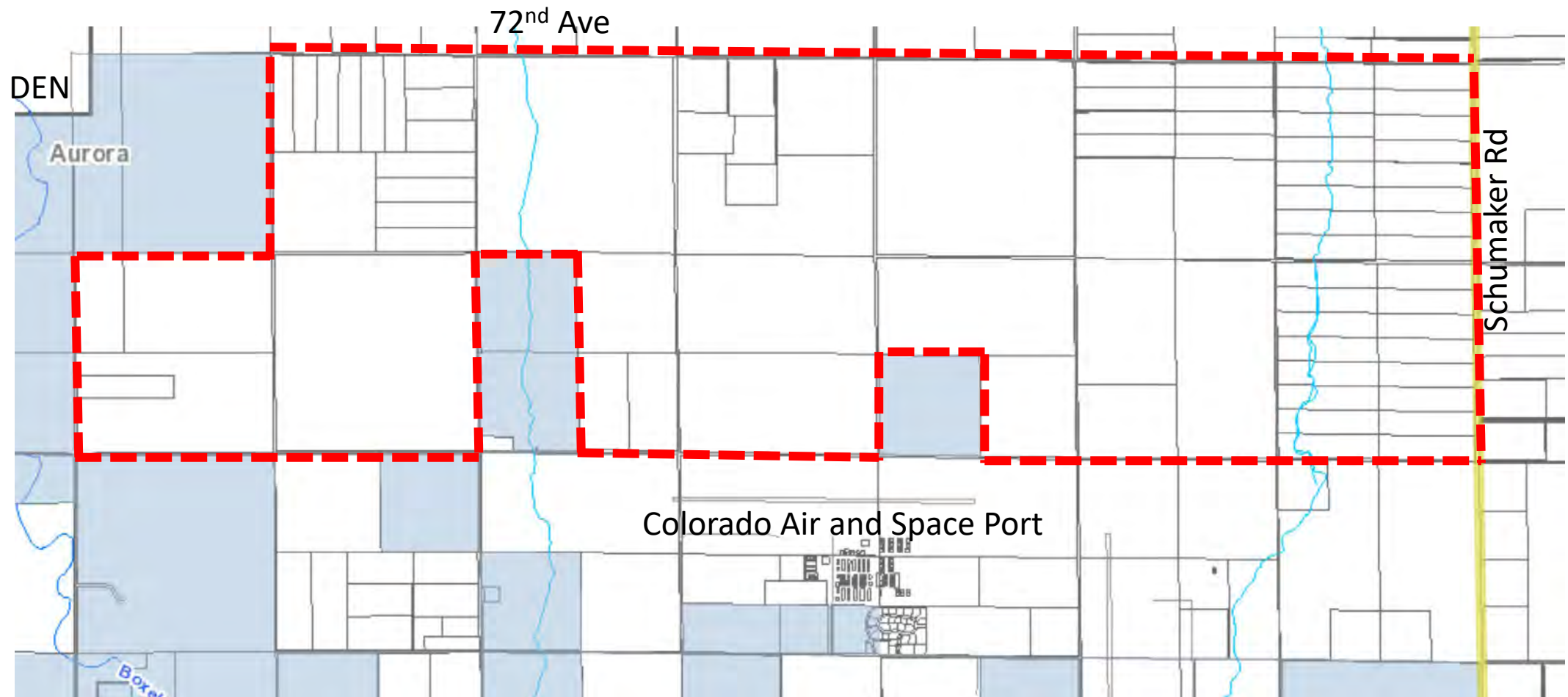


# How do we make a change to the boundary?

- ✓ Boundary is adopted in the 2018 Comp Plan, Aurora Places (in accordance with state required 3-mile plan)
- ✓ UDO requires Fiscal Impact Analysis and Comp Plan Amendment (with 2/3 majority vote)



**~80 parcels become eligible for annexation subject to Council approval**





# Project Summary

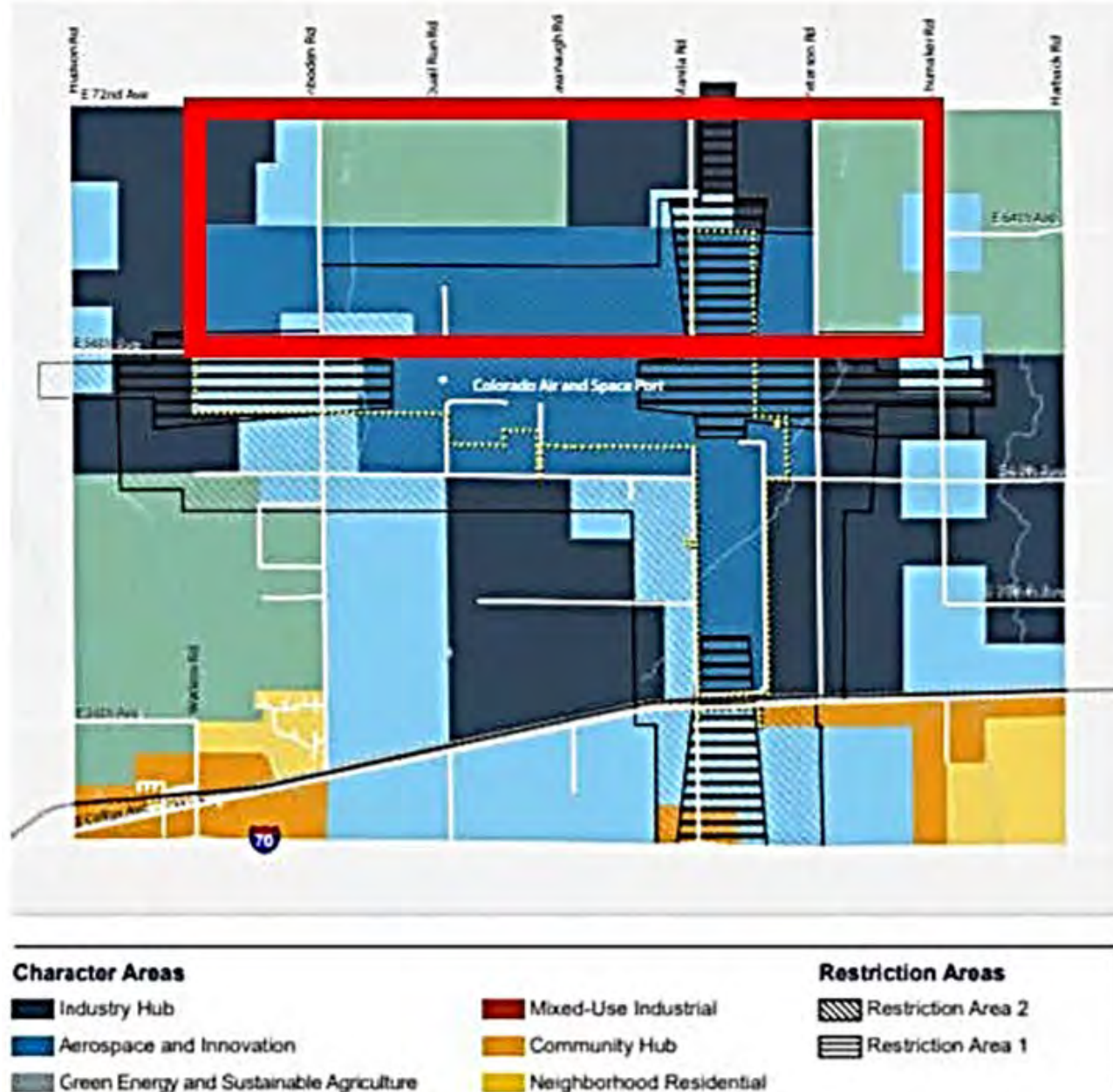
- **Initial Presentation** in 2022 at Study Session: unanimous direction to proceed with Fiscal Impact Analysis
- **Project elements:** Engage consultant & work with City departments to estimate costs and revenues
- **Project Deliverable:** Fiscal Impact Analysis report regarding the potential to add 12 square miles to the city's Planning & Annexation Boundary
- **Documentation:** As directed, draft amendment to the city's comprehensive plan, Aurora Places, with a revision to the map
- **Process:** Amendments to the comprehensive plan require a draft ordinance with public hearings at PZC and Council and approval by a 2/3 majority vote
- **Annexation requests** can then be submitted along with initial zoning of the subject properties



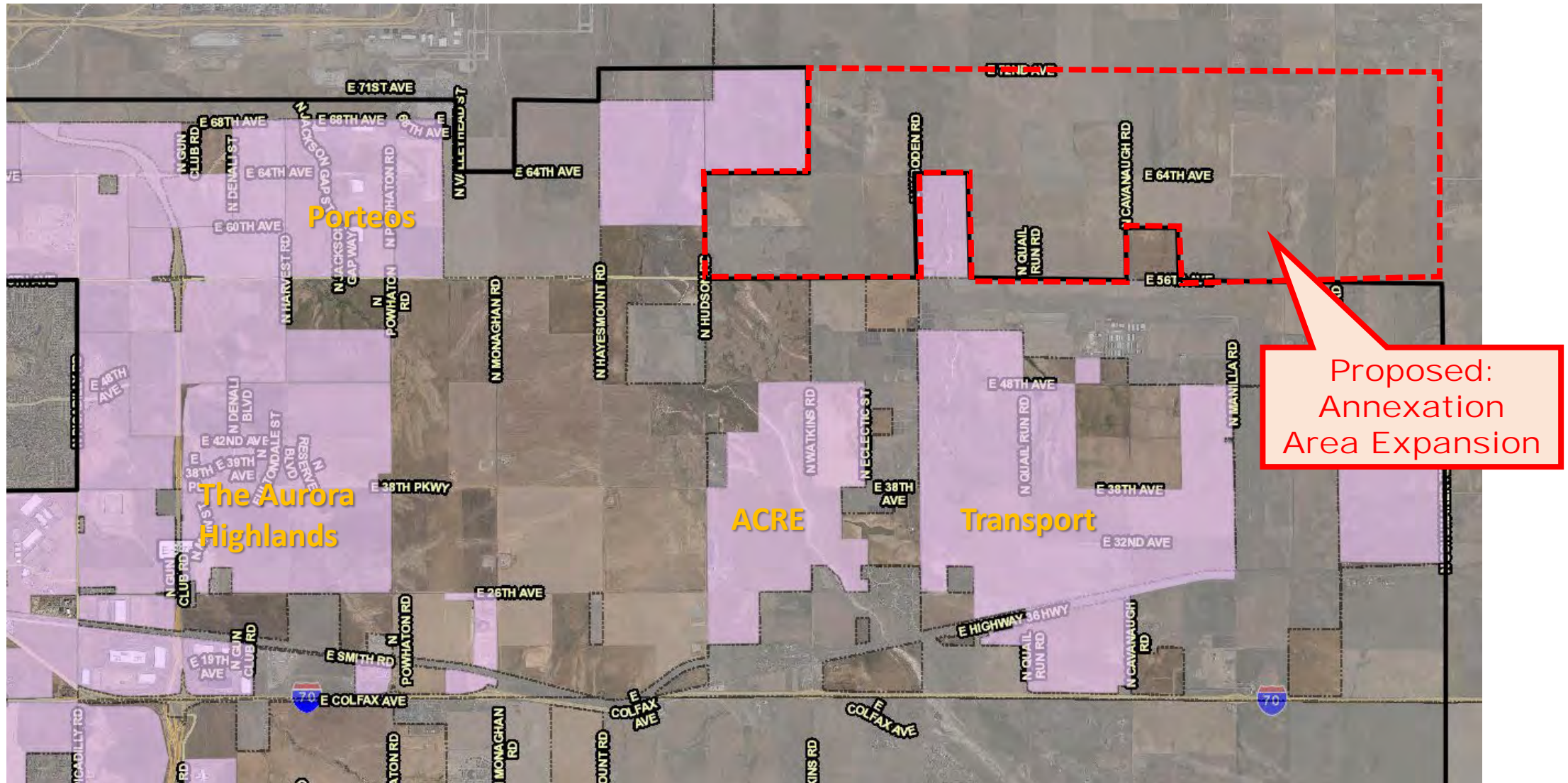
# Land Use Context

# Adams County's Adopted Colorado Air and Space Port Subarea Plan

Figure 6-2 Future Land Use Plan



# APPROVED MASTER PLANS & ANNEXATION BOUNDARY





# Market Context

- Northeast Aurora will be an area of significant growth
  - Aurora Highlands
  - Industrial/non-residential east of this
- East I-70 corridor is the biggest industrial market in Metro Denver
- Numerous conceptual/planned projects
- 1,000s of acres of undeveloped land between E-470 and CASP
- Port Colorado (formerly TransPort) is another 6,500 acres
- Numerous similar competitive sites for the same market (industrial, distribution, fulfillment, data centers)
- Developer interest is ahead of City infrastructure

# Fiscal Impact Analysis Process

- Prepare land use (development) estimates
- Engage City departments to evaluate services and infrastructure needed
- Allocate costs to development or City based on current policy
- Prepare fiscal impact analysis (City revenues vs. City costs)
- Review and revised with affected departments
- Provided updates to PED and City Council
- Present Draft Fiscal Impact Analysis
- Draft comprehensive plan amendment ordinance base on Council direction

# Development Estimates

- No residential due to proximity to flight paths
- Expected to be a mix of distribution, warehouse, industrial, R&D, office, and supporting commercial and retail
- Approximately 7,600 developable acres
- Development estimated conservatively at 33.3 million sq. ft.
- 40,880 jobs
  - 25% in-commuters in impact, half the impact of a resident
  - 75% filled by Aurora residents, impacts captured in other residential development (not counted here)
  - Effective new service population to City of 4,900

# Development Estimates

Area	Future Land Use	Acres	Office Office	R&D/Flex R&D	Warehouse/ Storage Warehouse	Industrial Industrial	Retail/ Service Retail	Green Energy/ Agriculture	Total Bldg. Sq. Ft.
1	Mixed-Use Industrial	37.5	16,000	59,000	85,000	54,000	5,000	---	219,000
2	Industry Hub	438.6	191,000	0	1,987,000	360,000	19,000	---	2,557,000
3	Mixed-Use Industrial	15.8	7,000	25,000	36,000	23,000	2,000	---	93,000
4	Industry Hub	370.6	161,000	0	1,679,000	304,000	16,000	---	2,160,000
5	Mixed-Use Industrial	279.1	122,000	443,000	632,000	403,000	36,000	---	1,636,000
6	Aerospace and Innovation	609.7	266,000	1,726,000	656,000	863,000	53,000	---	3,564,000
7	Mixed-Use Industrial	46.7	20,000	74,000	106,000	67,000	6,000	---	273,000
8	Green Energy and Sustainable Agriculture	1,127.5	0	638,000	638,000	0	0	---	1,276,000
9	Mixed-Use Industrial	37.2	16,000	59,000	84,000	54,000	5,000	---	218,000
10	Aerospace and Innovation	2,050.2	893,000	5,805,000	2,206,000	2,902,000	179,000	---	11,985,000
11	Industry Hub	1,132.6	493,000	0	5,131,000	930,000	49,000	---	6,603,000
12	Mixed-Use Industrial	138.3	60,000	219,000	313,000	200,000	18,000	---	810,000
13	Green Energy and Sustainable Agriculture	1,160.6	0	657,000	657,000	0	0	---	1,314,000
14	Mixed-Use Industrial	109.2	48,000	173,000	247,000	158,000	14,000	---	640,000
15	Mixed-Use Industrial	54.1	0	0	0	0	0	---	0
	<b>Total</b>	<b>7,607.7</b>	<b>2,293,000</b>	<b>9,878,000</b>	<b>14,457,000</b>	<b>6,318,000</b>	<b>402,000</b>	<b>0</b>	<b>33,348,000</b>
	Floodplain	281.8							
	<b>Total Area</b>	<b>7,889.4</b>	<b>6.9%</b>	<b>29.6%</b>	<b>43.4%</b>	<b>18.9%</b>	<b>1.2%</b>	<b>0.0%</b>	<b>100.0%</b>
<b>Annual Development, 20 Year Planning Period</b>									<b>1,667,000</b>

Source: Economic & Planning Systems





# Fiscal Impact Summary

# Fiscal Impact Approach

- Fiscal impact analysis (FIA) is a decision and policy support tool
  - Compare land use alternatives
  - Look for extraordinary impacts unique to a specific project
  - Identify cost/revenue structural issues
- Ongoing costs and revenues
  - The annual fiscal impact to the City
  - General Fund departments
- One-time and capital costs
  - Compare one-time capital revenues to City capital costs

# Annual Net Fiscal Impact

- Annual revenues
  - Property tax
  - Business personal property tax
  - Sales tax
  - \$18.1M per year
- Annual Expenditures
  - Road maintenance \$5.28M
  - Fire staffing \$7.8 million
  - Total \$14.0M per year
- Net positive of \$4.1M/yr

Description	2022 General Fund	Revenues and Expenses
<b>Ongoing Fiscal Impact</b>		
<b>Revenues</b>		
Property Tax	\$45,820,061	\$9,174,020
Business Personal Property Tax	---	\$3,057,850
Sales Tax	\$234,162,053	\$2,261,250
General Fund (Others)	<u>\$42,576,897</u>	<u>\$3,621,018</u>
<b>Subtotal</b>	<b>\$322,559,011</b>	<b>\$18,114,137</b>
<b>% Difference</b>		<b>5.6%</b>
<b>Expenditures</b>		
Parks, Open Space, & Rec.	-\$17,237,501	-\$81,900
Public Works	-\$37,804,505	-\$5,280,800
Police	-\$130,265,718	-\$182,000
Fire	-\$72,329,087	-\$7,791,501
General Fund (Others)	-\$176,858,448	<u>-\$667,316</u>
<b>Subtotal</b>	<b>-\$434,495,259</b>	<b>-\$14,003,517</b>
<b>% Difference</b>	<b>---</b>	<b>3.2%</b>
<b>Net Fiscal Impact (Ongoing)</b>	<b>---</b>	<b>\$4,110,621</b>
<b>Per Acre</b>		<b>\$521</b>
<b>Per Sq. Ft. of Development</b>		<b>\$0.12</b>

Source: Economic & Planning Systems

# Capital Cost Impacts

- General Fund departments only
- Use tax is the only capital revenue
- No impact fees on non-residential
- \$121M gap on City portion of infrastructure
  - Fire station
  - Minor police costs (2 patrol vehicles)
  - ½ of perimeter roads
  - Open space corridor w/trail

Description	Revenues and Expenses	Annual Over 20 Year Planning Period
<b>Capital/One-Time Fiscal Impact</b>		
<b>Revenues</b>		
Use Tax	\$62,037,546	\$3,102,000
<b>Expenditures</b>		
Fire Capital	-\$20,293,194	-\$1,015,000
Police Capital	-150,000	-8,000
Roads Capital	-157,250,000	-7,863,000
Parks Capital	<u>-5,328,000</u>	<u>-266,000</u>
<b>Subtotal</b>	<b>-183,021,194</b>	<b>-9,152,000</b>
<b>Net Fiscal Impact (One-Time)</b>	<b>-\$120,983,648</b>	<b>-\$6,050,000</b>

Source: Economic & Planning Systems

# Fiscal Impact Interpretation

- When developed, the proposed boundary change would likely create a modest positive annual fiscal impact on operations
- Any surpluses on operations would be used to help fill deficit on capital costs
- City's capital funding policies contribute to gap on capital costs
  - Use tax is the only dedicated source for capital projects
  - Most use tax goes to maintenance projects, not capital expansion
  - City does not charge impact fees on non-residential development
  - Other similar industrial development in the City will have similar impacts as modeled here

# Water

- \$539 million in water supply costs to serve this 7,900-acre area
- Water needs to be acquired ahead of development to ensure supply is available to provide service
- Desire to limit heavy water users
- Supply is increasingly competitive and unpredictable
- Preferable for City to control supply rather than for developers to bring water
  - Market gets more competitive with more buyers vying for water rights
- Water and wastewater fee structure (connection fees and user rates) needs to keep pace with actual cost of securing supply, treatment, and distribution
- Updated citywide Integrated Water Master Plan (IWMP) underway



# Discussion: Boundary Change Considerations

# Possible reasons in favor of boundary change

- **Boundary and Land Use Control** – Minimize unincorporated development not to City standards. If annexed in future, creates inconsistencies.
- **Partnerships** – Support Adams County in furthering development of Spaceport Colorado and related Subarea Plan.
- **Economic development** – Capture spinoffs from Spaceport. Well located future industrial land between DEN and Spaceport. Support job growth and tax base.
- **Water and Natural Resources** – Oversight of water use and sources on City's edge. Minimize aquifer drilling.
- **Future looking** – Aurora is well positioned to be a major center of jobs. Aurora has room to grow compared to many other metro area cities. Being on I-70 and close to DEN and Spaceport are assets.



# Possible concerns

- **Water** – Desire to limit heavy water users. Water needs to be purchased ahead of development.
- **Non-Contiguous Intermittent Development** – Leapfrog development creates large capital costs without enough density to make them financially viable.
- **Market Need** – Abundance of undeveloped industrial/commercial land within city limits, especially in the NEATS study area.
- **Capital Costs** – Draft fiscal impact analysis indicates a significant shortfall in revenues for capital costs. The lack of non-residential impact fees contributes to the deficit on capital costs which affects all new non-residential development.
- **Abandoned Oil and Gas Wells** – Approximately 40 wells in study area that will need to be capped. City should be held harmless if annexed.

# Questions for the Council

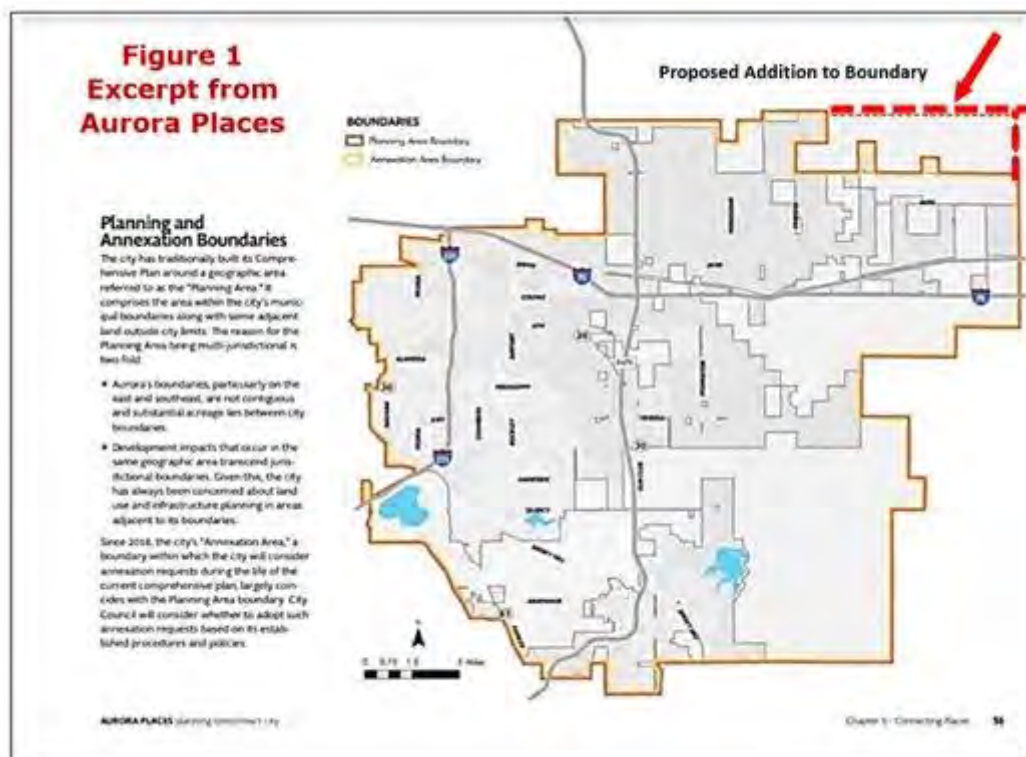
- **Does Council wish to proceed with the Comprehensive Plan Amendment to expand the city's Planning and Annexation Boundary in accordance with State requirements to define a 3 Mile Plan?** Notification and review by impacted property owners is required.
- Staff Team:
  - *Daniel Krzyzanowski, **Planning**, Land Use*
  - *Brian Duffany, **Economic & Planning Systems** (Consultant)*
  - *Swirvine Nyirenda, **Water**, Wastewater and Stormwater infrastructure*
  - *John Schneebeck and Mark Hildebrand, **Police***
  - *Mathew Wasserburger and Wendy Lippman, **Fire***
  - *Greg Hays, **Finance***
  - *Curt Bish, **PROS***
  - *Matt Kozakowski, **Public Works***

## City of Aurora Planning Commission Case Report

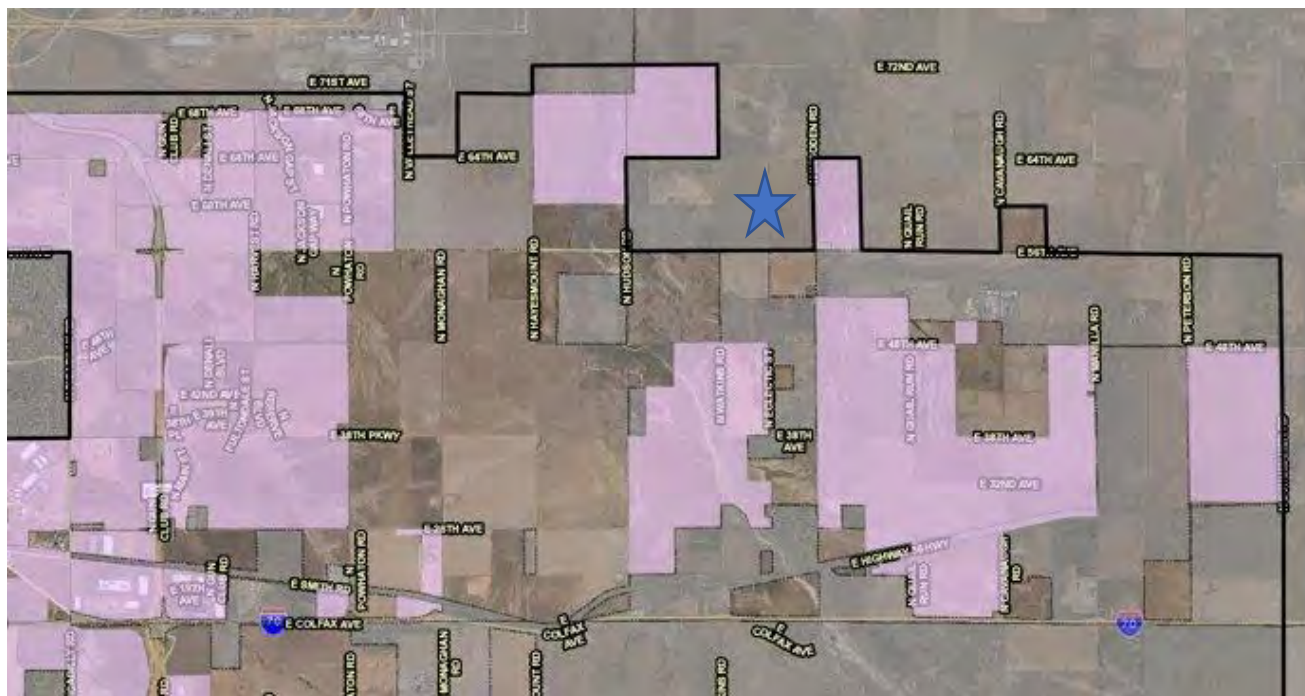
<b>Project Title:</b> Aurora Places Comprehensive Plan Amendment to Expand the Planning and Annexation Area Boundary
<b>Date:</b> February 22, 2023
<b>Development Application Number:</b> DA-2149-02
<b>Case Number:</b> 2023-1001-00
<b>Case Manager:</b> Daniel Krzyzanowski
<b>Applicant:</b> City of Aurora Planning and Development Services Department
<b>General Location:</b> South of E 72nd Avenue, West of Schumaker Road, North of 56th Avenue, and East of Hudson Road
<b>Ward:</b> North of Ward II

### Project Summary:

This application for consideration is a proposed Comprehensive Plan amendment to expand Aurora's Planning and Annexation boundary and assign a "Placetype" designation to the expanded area. As per code requirements, a Fiscal Impact Analysis is required prior to consideration of any expansion of the city's Planning and Annexation boundary. Additionally, Colorado State Law requires all cities to adopt a "Three (3) Mile Plan." A Three Mile Plan ensures that Colorado cities plan for future growth; align infrastructure needs; and plan for potential property impacts along city boundaries. The city of Aurora complies with this requirement within our adopted Aurora Places 2018 Comprehensive Plan as depicted below:



This request was initiated with an inquiry by the owner representatives of a property located southeast of Denver International Airport adjacent to Aurora. The property owners approached the city about potentially annexing into the city. The property is located just outside of the city's state-mandated Planning and Annexation Boundary adopted with the 2018 Aurora Place Comprehensive Plan. Only those properties located within the boundary are eligible for annexation.



The city's Unified Development Ordinance (UDO) requires that property owners provide a Fiscal Impact Analysis at their cost when requesting to annex into the city (Section 146-5.4.1.B.3.d). Because each annexation request outside the Planning and Annexation Boundary provides Council with an opportunity to evaluate expanding the boundary, staff proposed to initiate a Fiscal Impact Analysis that would encompass the property owner's parcel and also "square off" the current northern Planning and Annexation Boundary to include approximately 12 additional square miles, making approximately 85 parcels eligible for annexation should a property owner wish to petition for annexation.

In January of 2022, City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the fiscal impact analysis. The result of the analysis is summarized below.

### Neighborhood Input:

A notification was sent to all property owners and public entities within the study area. There are no registered neighborhood organizations within the area. No comments were received.

**Staff Request:**

Staff is requesting that the Planning and Zoning provide a recommendation for a proposed amendment of the 2018 Aurora Places Comprehensive Plan that can be forwarded to the City Council for final consideration in accordance with Code Section 146-5.4.1.B.3.d

## Detailed Case Analysis

---

### Public Notification:

Legal notice appeared in the Aurora Sentinel on February 9, 2023. The city has mailed public hearing notices to all property owners within the subject area.

### Community Referrals:

There are no registered neighborhood organizations within one mile of the planning boundary.

### Conformance with Code Criteria:

#### Comprehensive Plan Adoption or Amendment:

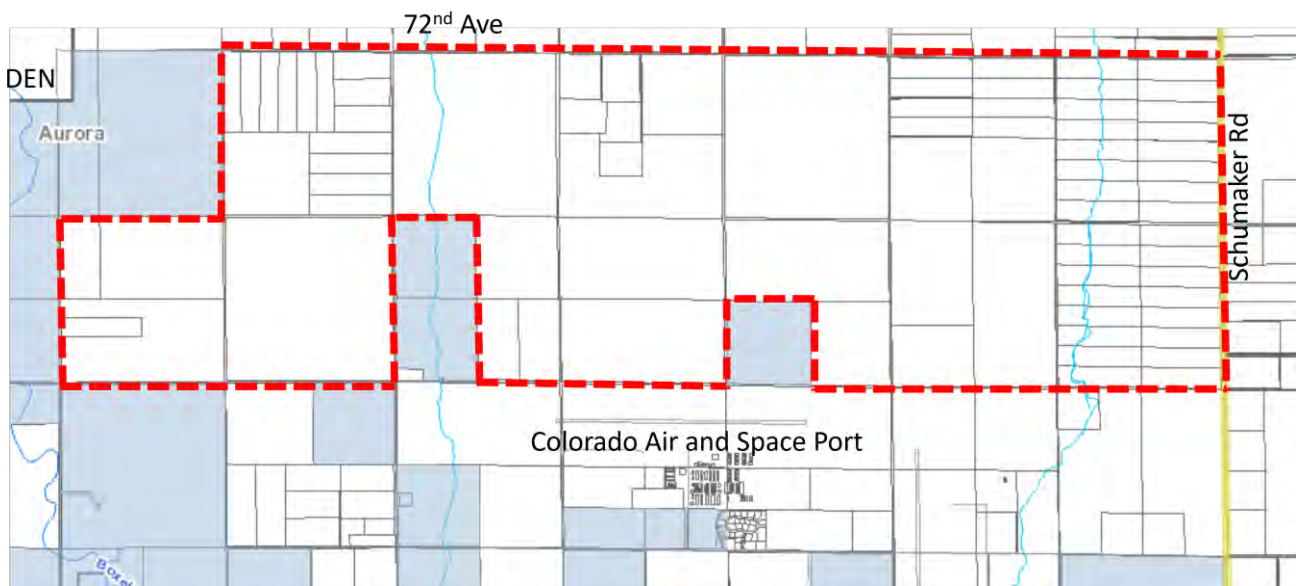
A Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval and shall be approved, only if it promotes the long-term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora. (Article 146-5.4.1(A)(3))

#### Article 146.5.4.1(A)(2)(b), Procedure:

The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a recommendation to the City Council regarding the application pursuant to all applicable provisions of Section 146-5.3. The Planning and Zoning Commission shall make all recommendations for amendments to the Comprehensive Plan by not less than a two-thirds vote of the entire membership of the Commission.

### Application Information:

Applicant: City of Aurora Planning and Development Services Department  
Owner: Multiple Owners (~85 parcels)  
Project Manager: Daniel Krzyzanowski



*Study area and proposed expansion of the city's planning and annexation boundary*



At the January 24, 2022, Study Session, City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the Fiscal Impact Analysis and report. The assumptions and findings of the report are discussed below.

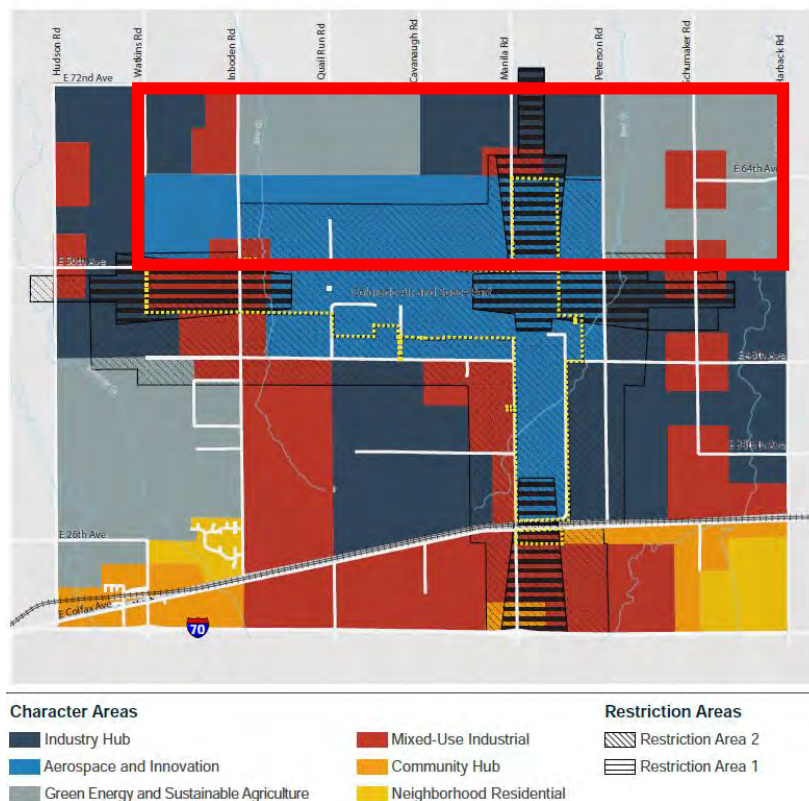
Staff presented an update on the study at the June 15, 2022, meeting of the Planning and Economic Development Policy Committee. At that time, the final report was under development and the Committee voted unanimously to move the item, and completed report, to a City Council Study Session. Staff briefed City Council on the final draft report and findings at their January 23, 2023, Study Session, at which time City Council directed staff to proceed with the formal amendment to the Comprehensive Plan.

Please note, inclusion of a property within the city's Planning and Annexation Boundary does not assume nor require annexation into the city of Aurora, nor does it define any conditions of future annexations. All future annexations are subject to property owner application and current city codes, processes, and agreements.

### **Fiscal Impact Analysis:**

The required Fiscal Impact Analysis was prepared by Economic and Planning Systems, Inc., (EPS) in conjunction with city staff. Staff from Planning, Public Works, Fire, Police, PROS and the Office of Development Assistance have been preparing the documentation that the city's consultant used to model the fiscal impact should all properties in the study area annex into the city. Initially, Planning staff prepared a land use plan that is based on the Colorado Air and Space Port Subarea Plan approved by the Adams County Commissioners in the latter part of 2021. Only **non-residential land uses are permitted in this area**, because of multiple overlapping airport noise overlay districts.

Figure 5-4 Future Land Use Plan



Planning staff then worked with the consultant to refine the land use plan and convert proposed land uses into a matrix suitable for modeling. Aurora Water staff worked with Planning staff and the consultant to translate the land use into water, wastewater and stormwater infrastructure and water resources needed to serve the new land uses. PROS has identified one major trail corridor that is located in the study area. Police and Fire are relying on case studies from Majestic Commerce Center, CentreTech, Industrial Rail, Distribution Warehouse development and other existing non-residential land uses to help service departments estimate service levels at full buildout. Input on costs to serve the study area were provided to the consultant and have been incorporated into the fiscal impact analysis. The city's consultant, Economic and Planning Systems, Inc., generated the Fiscal Impact Analysis and the report is attached. The report provides an overview of the study's methodology and assumptions and estimated fiscal impacts to the city for both (one-time) capital and (ongoing) operational expenses and revenues.

**Key findings from the report include:**

Annual revenues include property tax, business personal property tax, and sales tax, estimated at \$18.1 million per year. Annual operating and maintenance expenditures include road maintenance, fire department staffing, police department staffing, and parks maintenance, estimated at \$14.0 million per year. This yields an estimated annual net positive impact of \$4.1 million per year.

However, one-time capital cost impacts for the buildout of the subject area yield a negative estimated fiscal impact of approximately \$120.9 million, or a net negative \$6.0 million per year annualized over 20 years. These major capital expenditures include construction and equipment for fire and police service, construction of a trail corridor, and some road construction. One-time revenues include use tax, estimated at \$62.0 million, or \$3.1 million per year annualized over 20 years.

Additional methodology, assumptions, and detailed calculations are provided in the attached fiscal impact analysis report.

**Comprehensive Plan Amendment:**

The draft amendment has two parts: (1) an expanded Planning and Annexation Boundary and (2) a Placetype designation for the expanded area. The city's Planning and Annexation Boundary can be found on page 51 of the Comprehensive Plan and is proposed to be expanded by approximately 12.3 square miles, generally north of the Colorado Air and Space Port.

Additionally, the Comprehensive Plan uses "Placetype" designations for all areas within the Planning and Annexation Boundary to identify future land use and development character. Much of northeast Aurora is designated as "Industry Hub", which describes areas that are "primarily dedicated to a mix of commercial and industrial uses and can be a significant employment center." If the Commission votes to recommend expansion of the planning and annexation boundary, Staff recommends that the expanded area be designated as "Industry Hub" placetype.

Considerations in favor of and potential concerns about the proposed boundary change are as follows:

Possible reasons in favor of the boundary change:

- Boundary and Land Use Control – Minimize unincorporated development not to City standards. If annexed in future, creates inconsistencies.
- Partnerships – Support Adams County in furthering development of Spaceport Colorado and related Subarea Plan.
- Economic development – Capture spinoffs from the Colorado Air and Space Port (CASP). Well located future industrial land between DEN and CASP. Support job growth and tax base.
- Water and Natural Resources – Oversight of water use and sources on city's edge. Minimize aquifer drilling.

- Future looking – Aurora is well positioned to be a major center of jobs. Aurora has room to grow compared to many other metro area cities. Being on I-70 and close to DEN and Spaceport are assets.

Possible concerns about the boundary change:

- Water – Desire to limit heavy water users. Water needs to be purchased ahead of development.
- Non-Contiguous Intermittent Development – Leapfrog development creates large capital costs without enough density to make them financially viable.
- Market Need – Abundance of existing, undeveloped industrial/commercial land within city limits, especially in the North East Area Transportation (NEATS) study or Aerotropolis area.
- Capital Costs – Fiscal Impact Analysis indicates a significant shortfall in revenues for capital costs. The lack of non-residential impact fees contributes to the deficit on capital costs which affects all new non-residential development.
- Abandoned Oil and Gas Wells – Approximately 40 wells in study area that will need to be capped. City should be held harmless if annexed.

**Exhibits:**

Exhibit A      Fiscal Impact Analysis Report  
Exhibit B      Proposed Comprehensive Plan Exhibit

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**Land Use Analysis**

Item	Existing	Proposed
Zoning	Adams County A-3, DIA, and I-1	Airport District – AD (If properties are annexed)
Land Use	Vacant/agricultural	No change
Parcels	Multiple parcels totaling approximately 12.3 square miles (7,889.4 acres)	No change

**Surrounding Properties**

Direction	Zoning	Actual Use
North	Adams County A-3	Vacant/agricultural
East	Adams County A-3	Vacant/agricultural
South	Airport District (AD); and Adams County AV and A-3	Colorado Air and Space Port; vacant parcels and nearest Aurora master planned developments, TransPort and Porteos to the southwest
West	Airport District (AD)	Vacant/agricultural



### **Considerations:**

Staff has outlined considerations in favor of and potential concerns about the proposed boundary change.

For this request, there are three options available to the Commission, they are:

1. Recommend amendment to the Comprehensive Plan to revise the city's Planning and Annexation Boundary to include the additional approximately 12.3 square miles, as illustrated in the attached exhibit;
2. Recommend revision to the proposed amendment with an alternative smaller boundary; or
3. Recommend denial of the amendment to the Comprehensive Plan

Should the Commission choose to recommend approval of the proposed amendment, or revision to the proposed amendment, staff recommends the following language:

Approve the amendment to the Aurora Places Comprehensive Plan to expand the Planning and Annexation Boundary and assign the "Industry Hub" Placetype designation to the expanded area because it complies with the requirements of Code Section 146-5.4.1(A) of the Unified Development Ordinance.

Summary of Planning and Zoning Commission Votes  
Regular Meeting of the Aurora Colorado Planning Commission

February 22, 2023

Agenda Item #	Item Description	Plg Dept Recom	Plg Comm Action*	Est. City Council Schedule**
7a.	<b>AURORA PLACES – COMPREHENSIVE PLAN AMENDMENT (WardII)</b> CASE MANAGER: Daniel Kryzanowski      APPLICANT: City of Aurora Planning & Dev Serv Development Application: DA-2149-02      Case Number: 2023-1001-00 General Location: South of E 72 <sup>nd</sup> Avenue, west of Shumaker, north of 56 <sup>th</sup> Avenue, and east of Hudson Road	None	<b>Approved</b> For Approval: 6 For Denial: 1 (Ahern) Abstentions: 0 Absent: 0	City Council Meeting Date March 13, 2023
7b.	<b>ELMIRA NORTH – SITE PLAN (Ward I)</b> CASE MANAGER: Liz Fuselier      APPLICANT: Paradigm Systems, Inc Development Application: DA-2029-02      Case Number: 2017-6009-01 General Location: Northwest corner of 25 <sup>th</sup> Avenue and Elmira Street Conditions: 1. Resolution of outstanding technical issues including required cul-de-sac improvements prior to recordation of the Site Plan mylars and issuance of any building permits.	Approve with one condition	<b>Approved with one condition</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7c.	<b>REHOBOTH VILLAGE – SITE PLAN (Ward IV)</b> CASE MANAGER: Rachid Rabbaa      APPLICANT: United Property Developers/Dominion Construction Development Application: DA-1013-16      Case Number: 2022-4038-00 General Location: Northwest corner of E Evans Avenue and S Sable Boulevard Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	<b>Approved with one condition</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7d.	<b>TAKE 5 AT VILLAGE GREEN PLAZA – CONDITIONAL USE FOR VEHICLE SERVICE IN MU-C (Ward IV)</b> CASE MANAGER: Rachid Rabbaa      APPLICANT: QS Holdings Development Application: DA-1863-01      Case Number: 1981-6026-14 General Location: Southwest corner of E Mississippi Avenue and S Chambers Road	Approve	<b>Approved</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7e.	<b>TAKE 5 AT VILLAGE GREEN PLAZA – SITE PLAN (Ward IV)</b> CASE MANAGER: Rachid Rabbaa      APPLICANT: QS Holdings Development Application: DA-1863-01      Case Number: 1981-6026-13 General Location: Southwest corner of E Mississippi Avenue and S Chambers Road Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	<b>Approved with one condition</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023

Agenda Item #	Item Description	Plg Dept Recom	Plg Comm Action*	Est. City Council Schedule**
7f.	<b>QUIKTRIP 4235 AT MAJESTIC COMMERCCENTER – CONDITIONAL USE FOR A FUELING STATION IN MU-C (Ward II)</b> CASE MANAGER: Erik Gates                      APPLICANT: Quiktrip Corporation Development Application: DA-1127-41      Case Number: 2022-6030-01 General Location: Northeast corner of Tower Road and E 32 <sup>nd</sup> Parkway	Approve	<b>Approved</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7g.	<b>QUIKTRIP 4235 AT MAJESTIC COMMERCCENTER –SITE PLAN (Ward II)</b> CASE MANAGER: Erik Gates                      APPLICANT: Quiktrip Corporation Development Application: DA-1127-41      Case Number: 2022-6030-00 General Location: Northeast corner of Tower Road and E 32 <sup>nd</sup> Parkway Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	<b>Approved with one condition</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7h.	<b>POMEROY EAST SOUTHLANDS III TOWNHOMES – SITE PLAN WITH ADJUSTMENT (Ward VI)</b> CASE MANAGER: Ariana Muca                      APPLICANT: The Garret Companies Development Application: DA-1670-08      Case Number: 2022-4048-00 General Location: Southeast corner of S DeGaulle Street and E Ida Place Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with three adjustments and one condition	<b>Approved with three adjustments and one condition</b> For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023

**PLEASE NOTE:**\* Planning Commission approvals and denials are always listed in terms of the APPLICANT'S original request, regardless of whether the Commission's motion was phrased as a motion to approve or to deny. For example, Commission members voting FOR a motion to ACHIEVE deny approval are listed as voting for "denial".

\*\* City Council hearing dates listed are preliminary—final dates may be subject to change.

To review staff reports and Planning Commission back up please review "Packets" at [https://www.auroragov.org/city\\_hall/boards\\_commissions/planning\\_zoning\\_commission](https://www.auroragov.org/city_hall/boards_commissions/planning_zoning_commission)

If you want to review the draft minutes or listen to the recording please contact Susan Chapel in the Planning Department at [schapel@auroragov.org](mailto:schapel@auroragov.org)



## Civil Service Commission Vacancy

TO: Mayor and Council Members  
FROM: Kadee Rodriguez, City Clerk  
DATE: February 24, 2023

### Commission Member Roster

Name	Term Ending
Harold Johnson (resigned Dec. 2022)	2024
Barbara Shannon-Banister	2026
Barb Cleland	2025
Matt Snider	2025
Desmond McNeal	2025

### Commission Composition

- **Composition:** Five (5) members
- **Term Length:** Three (3) year overlapping terms.
- **Term Expiration Date:** February 14<sup>th</sup>
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

### References

*City Code, Chapter 120, Article III – Civil Service Commission Appointment, Terms and Service:*  
[https://aurora.municipal.codes/Code/102\\_ArtIII](https://aurora.municipal.codes/Code/102_ArtIII)

**Civil Service Commission**  
**Applicant Package - Ward 6**

Civil Service Commission - Ward 6

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Lash, Brian

Date Received: 01/20/2023

Registered Voter & Resident of Aurora

09/10/1999 Ward: 6 County: Arapahoe

*Tristen Sheptock*

**Name :**Lash, Brian

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :**Civil Service Commission

**How long have you lived in Aurora? :**

32 Years

**Home Phone Number :**

[REDACTED]

**Mobile Phone Number :**

[REDACTED]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration) :**

[REDACTED]

**Years of Education Completed :**

17

**Degree(s) Received :**

BS - Political Science

**College(s) Attended :**

Colorado State University Pueblo

**Employer Name :**

Eco By Naty

**Employer Address :**

Swedenborgsgatan 20A, 118 27 Stockholm, Sweden

**Current Position :**

Country Manger - The Americas

**Years with Current Employer :**

1

**1. Previous Employer Name :**

Navajo Inc

**Position :**

Marketing & Sales Director

**Years with Previous Employer :**

2

**Reason for Leaving :**

Other Opportunities

**2.Previous Employer Name :**

Scott's Liquid Gold Inc

**Position :**

Director of National Accounts

**Years with Previous Employer :**

24

**Reason for Leaving :**

Corporate reduction of force

**3. Previous Employer Name :**

NA

**Position :**

NA

**Years with Previous Employer :**

NA

**Reason for Leaving :**

NA

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :**

NA

**Are you currently a member and seeking reappointment on the board you are applying for? :**

No

**Why do you desire this appointment? :**

I believe in working with governmental agencies to make positive unbiased decisions and policies to make my community safer and more liveable

**List your interests and activities. :**

Family, outdoor activities fishing hiking etc.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

None

**Do you have any conflicts of interest that should be disclosed? :**

No

**If yes, please explain :**

NA

**Full Name :**

Meridith Greco

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]



**Full Name :**

Krislyn Welch

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Jeff Hinkle

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**How did you hear about us? :**

Other

**ACKNOWLEDGMENT I hereby acknowledge:**

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2

- **Reside within the municipal boundaries of the City of Aurora, Colorado**
- **Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- **Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

**Signature :**

Brian M. Lash

**Date :**

01/20/2023

**Time of Submission :**01/20/23 10:26:04 AM

**Attachments:**

- Brian^MLash^MCV22.pdf

# Brian M. Lash

## *Qualification Summary:*

- Brand Management
- National sales responsibility
- Data analytics of nationally syndicated data
- Ecommerce management
- Extensive knowledge U.S. retail chains
- Product development
- Agency management
- Broker Management
- Process innovation
- International marketing, sales, & distribution
- Profit & loss responsibility
- Project Management

## *Professional Experience:*

### **Eco By Naty**

**Stockholm, Sweden**

#### **Country Manager – The Americas**

- Building network of sales and infrastructure partners for both brick and mortar and online retailers focusing on sustainable plant-based baby products
- Drove 20% increase in sales in first 6 months
- Managing a strong network of category managers and C-level executives
- Developed go to market strategy for existing and new brands
- Facilitated reduction of variable expenses to increase profitability

### **Navajo Inc.**

**Denver, Colorado**

#### **Director of Marketing and Sales January 2021 – June 2022**

- Brand Manager for two nationally distributed brands
- National sales director for Walmart Target Kohls Costco Sam's Club HEB Publix and others, growing business 36% YOY sales.
- Designed and implemented processes and controls to redesign brand marketing and sales procedures
- SEO and social media coordination
- Operated internal outbound sales call center of five direct reports
- Managed internal sales organization of four direct reports
- Grew sales of personally managed accounts from zero to \$1 million
- Salesforce administrator

### **Scott's Liquid Gold Inc. / Neoteric Cosmetics**

**Denver, Colorado**

#### **Director of National Accounts 2013 - January 2020**

- Maintained sales relationship with Wal-Mart Stores for seven national brands totaling \$13 million dollars in sales across eight categories.
- Grew the Walmart business from \$2.5 million to \$13 million
- Responsible for all corporate strategy and initiatives in key national accounts
- Drove sales analytics to address opportunities and issues using syndicated data (IRI, Nielsen)
- Profit & loss responsibility
- Reported directly to the President/CEO/COB.

**Director of Marketing** 2002 – 2013

- Corporate lead for marketing - planning and execution for eight brands in eight categories
- Responsible for new product innovation and development
- Direct sales relationship with Wal-Mart Stores for eight national brands
- Reported directly to the President/CEO/COB.

**New Product Development Manager** 2000 – 2002

- Initiated and managed all new product development.
- Corporate marketing and sales analysis.
- Negotiated contracts with Nielsen & IRI.
- Personally maintained sales relationship with Wal-Mart Stores
- Reported directly to the President/CEO/COB.

**Sales and Marketing Analyst** 1995 – 2000

- Assisted sales manager in management and analysis of Wal-Mart as well as other retail accounts.
- Maintained syndicated data databases
- Worked directly with sales staff to develop protocols for data needs.
- Assessed and proposed solutions for ongoing corporate needs of syndicated data.
- Reported directly to the President/CEO/COB.

***Education:***

Colorado State University – Pueblo, 1995

- Bachelor of Science – Political Science; Minor – Biology

Ongoing attendance in executive forums for management, sales, and marketing

***Memberships:***

Kappa Sigma Fraternity Alumni Association

Colorado State University – Pueblo Alumni Association

Former Assistant Alumni Advisor Kappa Sigma Fraternity – University of Denver



Registered Voter & Resident of Aurora  
As of 08/26/2008 County: Arapahoe

## CITY OF AURORA CIVIL SERVICE COMMISSION APPLICATION

Name: Jeanette Rodriguez

Home Address: [REDACTED] Zip Code: [REDACTED]

Email Address: [REDACTED]

Day Phone: [REDACTED] Evening Phone: [REDACTED]

Are you registered to vote in Aurora? ☒ Yes ☐ No

**1. Are you presently serving as a Council Appointee on any City of Aurora Board or Commission?** ☐ Yes ☒ No

**If yes, what Board Commission or Committee:**

**2. Why do you desire appointment to the Civil Service Commission?**

I am passionate about serving my community. One of the biggest needs we have in our city is the work that done and the changes that must be implemented in order to restore the public's confidence in our police and departments. I bring a unique perspective as a Pastor, mother, immigrant, mother, and long time resident of Aurora

**3. Do you have any conflicts of interest that should be disclosed?** ☐ Yes ☒ No

**If yes, please explain:**

**4. Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?**

Interests/Activities: I serve as a Pastor at Mosaic Church of Aurora.

Licenses/Training/Certificates: CIT Coach, Detention Training Officer, Gang Intel Team,

## EMPLOYMENT INFORMATION

### Part 1: Provide your current employment information

Employer Name: Arapahoe County Sheriff

Position: Deputy Sheriff Dates: 06/2008 - Present

Address: 7375 S Potomac St Centennial CO 80110

### Part 2: List your previous employment and reason for leaving

1. Employer Name: Tijuana Auto Repair

Position: Manager/Owner Dates: 2005-Present

Reason for Leaving: Still own it

2. Employer Name: Collegiate Academy of Colorado

Position: Spanish Teacher Dates: 1999-2005

Reason for Leaving: Opened a business

3. Employer Name: Self employed

Position: Daycare Dates: 1991-2005

Reason for Leaving: Took a job

## EDUCATION INFORMATION

Degree: English/Psychology Dates: 1991

Degree: \_\_\_\_\_ Dates: \_\_\_\_\_

Degree: \_\_\_\_\_ Dates: \_\_\_\_\_



## REFERENCES

Name: Reid Hettich Phone: [REDACTED]  
Name: Angela January Phone: [REDACTED]  
Name: Christian Jimenez Phone: [REDACTED]

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### Criminal Background Notification

As a part of the appointment process, all finalists selected to be interviewed for the Civil Service Commission must undergo a thorough criminal background check.

If you wish to not undergo the criminal background check, your application will need to be withdrawn before the interviews are scheduled. Contact the City Clerk's Office to request to withdraw your application.

#### I hereby acknowledge that:

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.
2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.

#### I declare that to be a Commissioner for the Civil Service Commission I must:

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora

Signature  Signature of Juanette Virginia Rodriguez

Date 04/22/2022

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### For City Clerk's Use Only

Date Received 04/22/2022

Received by Tristen Sheptock

**Civil Service Commission**  
**Applicant Package - Ward 2**

Civil Service Commission - Ward 2

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Marien, Luis

Date Received: 12/19/2022

Registered Voter & Resident of Aurora

08/30/1990 Ward: 2 County: Arapahoe

*Tristen Sheptock*



**Name** :Marien, Luis

**Address** :

**Email** :

**Board Name** :Civil Service Commission

**How long have you lived in Aurora?** :32 years

**Home Phone Number** :

**Mobile Phone Number** :

**Are you registered to vote?** :

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration)** :

**Years of Education Completed** :12

**Degree(s) Received** :N/A

**College(s) Attended** :N/A

**Employer Name** :Retired

**Employer Address** :N/A

**Current Position** :N/A

**Years with Current Employer** :N/A

**1. Previous Employer Name** :MLS

**Position** :Driver

**Years with Previous Employer :5 years**

**Reason for Leaving :No longer needing to work.**

**2.Previous Employer Name :CDOC**

**Position :Correctional Officer**

**Years with Previous Employer :21 years**

**Reason for Leaving :Retired**

**3. Previous Employer Name :Hospital Share Secrity**

**Position :Security Officer/ Night Road Supervisor**

**Years with Previous Employer :3 years**

**Reason for Leaving :Hired by CDOC**

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :N/A**

**Are you currently a member and seeking reappointment on the board you are applying for? :**

No

**Why do you desire this appointment? :N/A**

**List your interests and activities. :**

Bible reading/ biking / exercising/ Church/ Volunteer where I can help.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

CCW/Active Shooter Training for my Church

**Do you have any conflicts of interest that should be disclosed? :**

Yes

**If yes, please explain :** I help interperter in Spanish for the Front Desk.

**Full Name :** Greg and Michelle Olson

**Address :** [REDACTED]

**Phone Number** [REDACTED]

**Full Name :** Luis & Tracy Iglesias

**Address :** [REDACTED]

**Phone Number** [REDACTED]

**Full Name :** Martin Coster

**Address** [REDACTED]

**Phone Number :** [REDACTED]

**How did you hear about us? :** Word of Mouth

**ACKNOWLEDGMENT I hereby acknowledge:**

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :

I agree

#### **DECLARATION**

I declare that to be a Commissioner for the Civil Service Commission I must:

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :

I agree

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

I agree

**Signature** :Luis Marien

**Date** :12/15/2022

**Time of Submission** :12/15/22 6:23:49 PM

**Attachments:**

- Oath of Workers.pdf



## **Oath of Workers**

General Election  
November 8, 2022

I, \_\_\_\_\_, do solemnly swear (or affirm) that I am a citizen of the United States and the state of Colorado; that I am an eligible elector who resides in the county of \_\_\_\_\_; that I am a member of the \_\_\_\_\_ party (or that I am unaffiliated with a political party) as shown in the statewide voter registration system; that I will perform the duties of election worker according to law and the best of my ability; that I will studiously strive to prevent fraud, deceit, and abuse in conducting the same; that I will not try to determine how any elector voted, nor will I disclose how any elector voted if in the discharge of my duties as worker such knowledge comes to me, unless called upon to disclose the same before some court of justice; that I have never been convicted of election fraud, any other election offense, or fraud and that, if any ballots are counted before the polls close on the date of the election, I will not disclose the result of the votes until after the polls have closed and the results are formally announced by the designated election official.

\_\_\_\_\_  
Signature of Election Worker

\_\_\_\_\_  
Date



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> City Council Appointment of Jason Batchelor as Interim City Manager
<b>Item Initiator:</b> Ryan Lantz, Director of Human Resources
<b>Staff Source/Legal Source:</b> Ryan Lantz, Director of Human Resources / Dan Brotzman, City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 3/13/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** N/A

**Item requires a Public Hearing:** ☐ Yes ☐ No

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

Sponsor: Mayor, Mayor Pro Tem and Councilmembers  
Ryan Lantz, Director of Human Resources / Dan Brotzman, 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<br>Reason for waiver is described in the Item Details field above. |   |

### 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

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

City Council discussed the selection of an Interim City Manager and their duties at two Executive Sessions (2/13/23 and 2/27/23) and gave instructions to negotiate.

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

With the retirement of City Manager Jim Twombly, City Council will appoint an Interim City Manager. Per the direction of City Council, Jason Batchelor is recommended to fill the Interim City Manager position.

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**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.)*

**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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**QUESTIONS FOR COUNCIL**

N/A

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**LEGAL COMMENTS**

Attorney enters legal comments here.

## INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS INTERIM CITY MANAGER EMPLOYMENT AGREEMENT is made this 13th day of March, 2023, by and between the CITY OF AURORA (“City”), and JASON BATCHELOR (“Mr. Batchelor)

WHEREAS, Mr. Batchelor is currently employed by the City as the Deputy City Manager for the City of Aurora, Colorado; and

WHEREAS, the current City Manager, James Twombly, has submitted his resignation; and

WHEREAS, the City will be in the process of seeking to employ a new City Manager; and

WHEREAS, the City has requested the Mr. Batchelor assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until the City hires a new City Manager; and

WHEREAS, Mr. Batchelor has indicated his willingness to assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until a new City Manager is hired.

NOW THEREFORE, IN CONSIDERATION OF THE OBLIGATIONS AND CONSIDERATION SET FORTH BELOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Designation of Mr. Batchelor as Interim City Manager. Mr. Batchelor is hereby designated Interim City Manager for the City of Aurora, Colorado for the Interim Period. The Interim Period is defined as commencing on March \_\_\_, 2023 and ending on the date that a new City Manager has been hired and begins to perform the duties of City Manager. During the Interim Period, Mr. Batchelor shall have all of the authority and all of the obligations of the Aurora City Manager as specified in the Aurora City Charter, City Code and policies and Colorado statutes, and all lawful Aurora City Council directives.
2. Salary. The City shall pay Mr. Batchelor an annual salary of \$274,500, for services as Interim City Manager, payable in installments of pay periods at the same time as other employees of the City are paid.
3. Health, Disability and Life Insurance Benefits. Except as specifically provided herein to the contrary, all benefits, including but not limited annual leave, health insurance, dental insurance shall remain as those to which Mr. Batchelor was entitled as Deputy City Manager.
4. Retirement. Mr. Batchelor shall continue to be eligible for such retirement benefits as provided by the City’s Executive Retirement Plan for Deputy City Manager.
5. General Business Expenses. Mr. Batchelor shall be reimbursed for reasonable out-of-pocket business expenses incurred in connection with his employment as Interim City Manager.



6. Hours of Work. The Interim City Manager acknowledges the proper performance of City Manager's duties required the Interim City Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Interim City Manager agrees to devote such additional time as is necessary for the full and proper performance of City Manager duties and that the compensation herein provided includes compensation for the performance of such services. However, the City intends that reasonable time off be permitted for the City Manager, such as is customized for exempt employees so long as the time off does not interfere with normal conduct of the office of the City Manager. The Interim City Manager will devote full time and effort to the performance of City Manager duties, and shall remain in the exclusive employee of the City during the term of the Agreement. During the term of this Agreement, the Interim City Manager will not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether or not for compensation, without the prior written consent of the Council which may be permitted if the Council determines that such service will not interfere with the Interim City Manager performing the City Manager's Duties hereunder. The Interim City Manager shall at all times comply with all applicable laws, rules, regulations, policies and codes of ethics.

7. The City, acting by and through the Council, or a duly appointed Committee of the Council, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Interim City Manager for study and/or appropriate action.

8. The Interim City Manager shall perform his functions and duties with reasonable care, diligence, skill and expertise.

9. Mr. Batchelor shall continue to receive the same vehicle allowance and cell phone allowance that he is currently receiving as Deputy City Manager.

10. Residency. Any provision in the Aurora City Charter to the contrary notwithstanding, the parties recognize that the position of Interim City Manager is a temporary position that the City needs to be filled by a qualified individual until a new City Manager can be hired and assume that position. Therefore, Mr. Batchelor need not reside within the City of Aurora, Colorado during the term of this agreement.

11. Termination and Termination Benefits. The Parties agree that the term of this Agreement notwithstanding, the Interim City Manager, pursuant to Charter, is hired for an indefinite period and is considered in all respects an at-will employee, subject to termination at any time, with or without cause, at the discretion of the City Council. If the Agreement is terminated by the City without cause, Mr. Batchelor shall be restored to his position as Deputy City Manager as it existed prior to entering into this Agreement. If Mr. Batchelor is not restored to his position as Deputy City Manager, the City agrees to pay Mr. Batchelor a lump sum cash payment equal to twelve months of his salary and benefits as Deputy City Manager provided he signs the waiver as specified in paragraph 12 below.

In the event Mr. Batchelor is terminated for cause, the City shall have no obligation for termination benefits as provided above. As used herein, “cause” shall mean:

- (a) Conduct by Mr. Batchelor that is fraudulent or dishonest,
- (b) Interim City Manager’s conviction of a felony or crime involving moral turpitude under any federal or state law, or
- (c) Gross neglect or gross failure to fulfill his duties or obligations under this Interim Employment Agreement.

12. Severance Pay. If the new City Manager terminates or requests the resignation of Mr. Batchelor resulting in termination from his position as Deputy City Manager within twelve months from the appointment of the new City Manager, the City agrees to pay Mr. Batchelor a lump sum cash payment equal to twelve months of his salary and benefits as Deputy City Manager, provided he signs a waiver of any claims which he has or might have against the City, its elected or appointed officials, employees or agents arising from his employment with the City, together with any accrued but unpaid leave or other benefits that employees in the City’s regular pay plan would receive at termination. The City shall be relieved of its obligation to make such severance payment if, at the time of Mr. Batchelor’s termination there was cause for his termination as specified in paragraph 11 above; or Mr. Batchelor resigns employment on his own initiative.

13. Ethical Commitments. Mr. Batchelor shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office of the City, nor seek or accept any personal enrichment or profit derived from confidential information obtained while in the employ of the City.

14. Other Terms and Conditions of Employment. The City, upon Agreement with Mr. Batchelor, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim City Manager, provided that such terms and conditions are not inconsistent with or in conflict with provisions with this Agreement, or any applicable law.

15. Indemnification.

- (A) To the extent permitted under Colorado law, the City shall indemnify Mr. Batchelor against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorneys’ fees, and any other liabilities incurred by, imposed upon, or suffered by Mr. Batchelor in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his functions and duties; provided that Mr. Batchelor is acting in the scope of his employment with the City.

- (B) In the event of an existing or potential conflict of interest between the City and Mr. Batchelor, Mr. Batchelor may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for the Mr. Batchelor, shall extend until a final determination of the legal action,, including any appeals brought by either party.
  - (C) Any settlement of any claim must be made with prior approval of the City, acting by and through the City Attorney, in order for indemnification, as provided in this Section, to be available. Mr. Batchelor recognizes that the City shall have the right to compromise and settle any claim or suit.
  - (D) In the event that Mr. Batchelor leaves the employ of the City during the pendency of any litigation in which Mr. Batchelor is serving as a witness, advisor or consultant to the City, the City agrees to pay Mr. Batchelor reasonable consulting fees and travel expenses for such services.
  - (E) Pursuant to the requirements of City Council Resolution R2018-30, Mr. Batchelor shall complete the City's enhanced sexual harassment training program for City Council appointees within 120 days of the execution of this Agreement.
16. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Mr. Batchelor under any applicable law ordinance.
17. General Provisions
- (A) The text herein shall constitute the entire Agreement between the Parties and may be modified, amended or waived only by written instrument executed by both Parties. No waiver of a breach hereof shall be deemed to constitute waiver of a future breach, whether of similar or dissimilar nature.
  - (B) This Agreement shall be binding upon and inure to the benefit of the City and Mr. Batchelor and their heirs, assigns, executors, personal representatives and successors in interest.
  - (C) If any provision or portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full enforce and effect.
  - (D) Non-Assignment. This Agreement is one for personal services to be provided by Mr. Batchelor only, and may not be assigned.

(E) This Agreement shall be governed as to its validity and effect by the laws of the State of Colorado.

(F) Each Party has cooperated and in drafting and preparation of this Agreement. Hence, in any construction to be made of the Agreement, the same shall not be construed against any Party on the basis of that Party being the “drafter”.

(G) Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of any applicable federal, state, or local law, rule, regulations, or policy, including any provisions of the City’s Employee Manual or the City’s Executive Retirement Plan, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF: The City of Aurora has caused this Agreement to be approved by City Council and to be executed by its Mayor and duly attested by its City Clerk, and Mr. Batchelor has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF AURORA, COLORADO

\_\_\_\_\_  
MIKE COFFMAN, Mayor

\_\_\_\_\_  
JASON BATCHELOR, Interim City  
Manager

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin Semple, Special Attorney for City Council