NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, January 12, 2026
6:00 PM

Members of the Aurora City Council will participate in the January 12, 2026 Council Meeting.

Members of the public and media are invited to attend the Aurora City Council Meetings in person or remotely through the options listed below.

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber located at 15151 E. Alameda Pkwy. Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium. Individuals are allotted a maximum of three (3) minutes to speak.

- **Public Invited to be Heard:** One (1) hour is dedicated to public comment on items not listed on the agenda at the beginning and at the end of every regular council meeting. Individuals may register to speak in one of the following manners:

    1. Sign up online beginning at 8 AM on the Friday before the meeting through 1 PM on the day of the council meeting; or
    2. Sign up in person by handing a completed speaker slip to the city clerk in the Paul Tauer Aurora City Council Chamber on the day of the council meeting beginning at 5 PM and up until the time the last individual finishes speaking during the first Public Invited to be Heard session. Verified Aurora residents who sign up before 5:45 PM are given priority and placed before non-resident speakers.

       For the last Public Invited to be Heard session, speaker slips must be returned before the item preceding the Public Invited to be Heard is finished. Order priority will be given to speakers who did not speak during the first Public Invited to be Heard session.

- **Public Comment on Agenda Item:** Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must sign up in advance using the 'Public Comment on Agenda Item' online request form beginning at 8 a.m. on the Friday before the council meeting through 1 p.m. on the day of the council meeting.

  Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above or sign up in person with the clerk starting at 5:00 p.m. Sign up must be completed before the Public Hearing agenda item title is read.

  Visit the Addressing the City Council webpage for the online sign up forms and more information.

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan here to fill out a request form:

All requests must be submitted three days in advance of any scheduled event.
For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, January 12, 2026

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
2:40 p.m.

AURORA URBAN RENEWAL AUTHORITY (AURA)

(Open to the Public)
AURORA ROOM
3:20 p.m.

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:15 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, January 12, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a December 15, 2025 Meeting Minutes 7

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

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 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Emergency Solutions Grant** 15

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.2 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority HOME Tenant - Based Rental Assistance Funds** 70

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.3 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Emergency Solutions Grant** 101

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.4 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Marijuana Funds** 157

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.5 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Family Tree GOALS Marijuana Funds** 187

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.6 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Public Safety Funds** 219

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.7 **Homelessness Services Notice of Funding Opportunity Application Recommendation: Three Birds Alliance Marijuana Funds** 240

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.a.8 **Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Mental Health and Recovery Public Safety Funds** 270

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.b **Planning Matters**

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

10.c.1 **Consideration to Appoint One (1) Member to the Election Commission** 292

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.2 **Consideration to Reappoint One (1) Member to the Planning and Zoning Commission** 301

Kadee Rodriguez, City Clerk / Andrea Wood, 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**

11.a.1 **Murphy Creek Compton Property Purchase at Picadilly Road Intergovernmental Agreement (IGA)** 312

R2026-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE ACQUISITION OF 159 PICADILLY ROAD IN THE CITY OF AURORA, ARAPAHOE COUNTY

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

11.a.2 **Retail Strategy** 332

R2026-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING THE CITY'S RETAIL STRATEGY AND ASSOCIATED TARGETED ENGAGEMENT FOR IMPLEMENTATION

Sponsor: Françoise Bergan, Council Member

Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.3 **Federal Immigration Enforcement Activities** 360

R2026-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING UNLAWFUL AND OVERREACHING FEDERAL IMMIGRATION ENFORCEMENT ACTIONS AND AFFIRMING DUE PROCESS PROTECTIONS

Sponsor: Alison Coombs, Council Member

Jason Batchelor, City Manager / Peter Schulte, City Attorney

11.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

11.b.1 **2025 Fall Supplemental** 366

2025-106 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2024-72, AND 2025-43 FOR THE 2025 FISCAL YEAR

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a **Bubble Bath Car Wash at Station 60 – Conditional Use** 391

A PUBLIC HEARING AND CONSIDERATION OF A CALL UP BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO REVIEW A CONDITIONAL USE AND SITE PLAN APPLICATION FOR A MOTOR VEHICLE WASH WITHIN THE MU-C ZONE DISTRICT

Stephen Gurbud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

12.b **Bubble Bath Car Wash at Station 60 – Site Plan** 682

A PUBLIC HEARING AND CONSIDERATION OF A CALL UP BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO REVIEW A CONDITIONAL USE AND SITE PLAN APPLICATION FOR A MOTOR VEHICLE WASH WITHIN THE MU-C ZONE DISTRICT

Stephen Gurbud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

13. INTRODUCTION OF ORDINANCES

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a **Determination of Candidates to be Interviewed for the Planning and Zoning Commission Vacancy**

Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

18. REPORTS

18.a **Mayor**

18.b **Council**

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, December 15, 2025

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Ruben Medina
	Françoise Bergan	Amy Wiles
	Alison Coombs	Robert Andrews
	Curtis Gardner	Gianina Horton
	Stephanie Hancock	Alli Jackson
	Angela Lawson	

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:00 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the December 15, 2025 council meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating litigation was discussed.

6. APPROVAL OF MINUTES

6.a December 1, 2025 Meeting Minutes

Moved by: Françoise Bergan

Second by: Alison Coombs

Does Council wish to approve the minutes of the December 1, 2025 meeting?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

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.

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

9. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Mayor Coffman read a land acknowledgment.

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.

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to approve the Motions Consent Calendar as presented?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint One (1) Member to the Oil and Gas Advisory Committee

Cecilia Zapata, Deputy City Clerk / Tim Joyce, 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.

Moved by: Françoise Bergan

Second by: Alison Coombs

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.

Does Council wish to approve the Resolutions and Ordinances Consent Calendar?

Voting Aye: (10): Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

11.a Resolutions

11.a.1 Small Business Development Center (SBDC) Englewood Intergovernmental Agreement (IGA) 2025

R2025-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA-SOUTH METRO SMALL BUSINESS DEVELOPMENT CENTER ("SBDC") AND THE CITY OF ENGLEWOOD, COLORADO ("ENGLEWOOD") FOR SMALL BUSINESS ADVISING, TRAINING, AND TECHNICAL ASSISTANCE IN THE CITY OF ENGLEWOOD

Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.2 Tax Rebate Agreement – RK Industries

R2025-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND RK INDUSTRIES, LLC ("TAXPAYER")

Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.3 Colorado State Forest Service Funding Agreement

R2025-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE UNIVERSITY SERVICES AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTEPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY REGARDING FOREST RESTORATION AND WATERSHED PROTECTION

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

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

11.a.4 Biochar Facility Use Intergovernmental Agreement (IGA)

R2025-150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND DOUGLAS COUNTY REGARDING AURORA WATER'S USE OF A BIOCHAR FACILITY

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 Third Amendment to an Intergovernmental Agreement (IGA) to Drainage and Flood Control Improvements for Sampson and Robinson Gulch Regional Pond

R2025-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND

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

11.a.6 Kings Crossing Village Reimbursement Agreement

R2025-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AURORA WATER REGIONAL UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND KINGS CROSSING VILLAGE LLC REGARDING KING'S CROSSING VILLAGE

Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11.a.7 Reimbursement Agreement for Harmony Phase 4

R2025-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDED AND RESTATED REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA

ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MELCOR/TC AURORA, LLC

Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11.a.8 City of Aurora Public Safety Training Center (CAPSTC) Meeting Room Naming

R2025-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE LARGE CONFERENCE ROOM IN THE CITY OF AURORA PUBLIC SAFETY TRAINING CENTER (CAPSTC) TO THE GEORGE ACKMAN CONFERENCE ROOM AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY AT THAT LOCATION

Sponsor: Curtis Gardner, Council Member

Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11.b.1 Eliminating the Veterans Affairs Commission

2025-105 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION

Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a Urban Cottages Jewell - Zoning Map Amendment

2025-06 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)

Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

Applicant requests a continuance of this item until January.

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to continue this item to the second council meeting in January?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

13. INTRODUCTION OF ORDINANCES

13.a 2025 Fall Supplemental

2025-106 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2024-72, AND 2025-43 FOR THE 2025 FISCAL YEAR

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Alison Coombs

Second by: Angela Lawson

Does the Council wish to support the approval of the 2025 Fall Supplemental ordinance?

Voting Aye: (10): Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a DUAL LISTING: 2026 City Council Meeting Calendar

Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney

Moved by: Angela Lawson

Second by: Gianina Horton

Does council wish to approve the 2026 Council Meeting Calendar?

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

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, Amy Wiles, Robert Andrews, Gianina Horton, and Alli Jackson

17.b Appointment of Members to the Citizens' Advisory Budget Committee

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

CM Horton appointed Omar Montgomery and Carolyn Bouler.

CM Andrews appointed Michael Wade and Vita Brown.

CM Jackson appointed Hashim Coates and Holly Chang.

CM Wiles appointed Regina Edmonson and Tiera Brown.

17.c Appointment of Members to the Business Advisory Board

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

CM Horton reappointed Robert Fiebiger.

CM Andrews appointed Kydee Calyote.

CM Jackson appointed Faraj Atwi.

CM Wiles appointed Alisha Lambarda.

18. REPORTS

18.a Mayor

Mayor Coffman shared that most of his activities are posted on his Facebook page. He stated that he will be having a town hall meeting on January 14th, 2-3:30 p.m., at the Aurora Central Library.

18.b Council

CM Horton attended the Holiday Tree Lighting Ceremony, along with CM Hancock and Mayor Coffman. She stated that she has been undergoing orientation, and it is very exciting to see what the city is doing. She also attended the Colorado Black Roundtable Meeting and the ribbon cutting ceremony for the MLK Library, where they expanded the top section.

CM Medina announced there would be no town hall this month due to the holidays, but they will resume January 13th, where Forestry will be present.

CM Hancock stated that her first town hall of 2026 will be January 8th, at Noonan's, on the golf course, and she wished everyone Happy Holidays.

CM Lawson expressed that her town halls would resume on February 10th, at Mission Viejo, and on February 21st, at Heather Gardens. She gave a legislative update, stating that the Surface Transportation Reauthorization Bill is set to have draft

language available on March 26th, which identifies funding opportunities for roads, bridges, highways, rail, etc. The State Legislative Session will reconvene on January 14th. She also wished Happy Holidays to everyone.

CM Bergan reported she had meetings with Build Up Aurora, Infrastructure Task Force, Management and Finance, retail meeting at Fitzsimmons Redevelopment Authority, and one on one meetings with the new facilitator group for the Arapahoe County Region 9 Abatement Opioid Group, as well as a board meeting. She wished a Merry Christmas and Happy Holidays to everyone.

CM Andrews, MPT Coombs, CM Gardner, CM Jackson, and CM Wiles did not have a report.

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Emergency Solutions Grant
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Aurora Housing Authority is being recommended to receive $76,303 Emergency Solutions Grant.

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.)

$76,303 Emergency Solutions Grant

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 support the recommendation to award Aurora Housing Authority with $76,303 in Emergency Solutions Grant?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

Emergency Solutions Grant ESG (Regular)
CFDA 14.231 Award E -MC-08-0002
Re: Aurora@Home Homelessness Prevention,
Subrecipient Agreement

THIS AGREEMENT is entered into by and between the City of Aurora, Colorado, a municipal corporation, hereinafter referred to as the "City", and Aurora Housing Authority, wi1h a principal office street address of 2280 S. Xanadu Way, Aurora, Colorado 80014, Unique Entity ID # E3LML9MG9AE3, acting as Subrecipient/Administrator of Emergency Solutions Grant (ESG), located at 2280 S. Xanadu Way, Aurora, Colorado, 80014, hereinafter to as "Subrecipient/ Administrator".

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Stewart B. McKinney Homeless Act of 1987, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and the National Affordable Housing Act of 1990, has established the **Emergency Shelter Grant** (ESG) Program and has allowed States, territories, and qualified metropolitan cities and urban counties to administer such federal funds to help improve the quality of emergency shelters for the homeless, to help make available additional emergency shelters, and to help meet costs of operating emergency shelters and of providing essential social services to homeless individuals, so that these individuals have access to safe and sanitary shelters and supportive services and homelessness prevention services and other types of assistance to improve their situations; and

WHEREAS, the City has elected to administer such federal funds for its entitlement areas through the Housing and Community Services, Homelessness Division; and

WHEREAS, on May 20, 2009, the President signed into law Public Law 111-22 ("PL 111-22"). PL 111-22 consisted of two divisions. The first division, Division A, was entitled the Helping Families Save Their Homes Act of 2009. The second division, Division B, the "Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009" ("HEARTH Act"), amended the McKinney-Vento Homeless Act. The HEARTH Act modifies the existing **Emergency Shelter Grants** and renames it the **Emergency Solutions Grants Program** ("ESG"). The modification of ESG increases the eligible activities under the program. These activities may include the following services provided in shelters or as part of street outreach: prevention, rapid re-housing, emergency shelter activities, family support services for homeless youth, victim services and mental health services. It also expands homelessness prevention activities to include homelessness prevention and re-housing activities—short- or medium-term housing assistance, housing relocation or stabilization services, housing search, mediation or outreach to property owners, legal services, credit repair, security or utility deposits, utility payments, and assistance with moving costs—for people who are homeless or at risk of homelessness. In addition, the HEARTH Act makes **HMIS participation** a statutory requirement for ESG Recipients and Subrecipients. Victim service providers must use a comparable database that produces unduplicated, aggregate reports instead.

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

WHEREAS, the City has received applications from non-profit organizations to receive Emergency Solutions Grant funds; and

WHEREAS, the Subrecipient was granted, through the Program, funds for an Emergency Solutions Grant; and

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

1. DEFINITIONS -CITY and HUD are defined in 24 CFR part 5. "City, as the Grantee, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided. HUD means the same as Department.".

   ADMINISTRATIVE COSTS means the eligible costs as the term is defined in 24 CFR 576.108. Administrative costs are not an eligible drawdown offered to subrecipients.

   AT RISK OF HOMELESSNESS or HOMELESSNESS PREVENTION means providing housing relocation and stabilization services and short' and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "*at-risk-of- homelessness"* definition in 24 CFR 576.2, and meeting the criteria described in paragraphs 2, 3, or 4 of the "*homeless"* definition in 24 CFR 576.2.

   i. An individual or family who:
   ii. Has an annual income below 30 percent of median family income for the area, as defined by HUD;
   iii. Does not have sufficient resources or support network, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section;
      1. Meets one of the following conditions:
      2. Has moved because of economic reasons two or more times for 60 days immediately preceding the application for homelessness prevention assistance;
      3. Is living in the home of another because of economic hardship;
      4. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
      5. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
      6. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
      7. Is existing a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care, or other youth facility, or correction program or institution); or
      8. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the City's approved

consolidation plan.

HOMELESS means in 24 CFR 576.2(2), (3), and (4).

i. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

ii. An individual or family who will imminently lose their primary nighttime residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

2. No subsequent residence has been identified; and

3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

iii. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood

abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

iv. Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

2. Has no other residence; and

3. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

CONSOLIDATED PLAN or ("the plan") means the plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the ESG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

CONTINUUM OF CARE (CoC) is a regional planning body organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of people experiencing homelessness and persons at risk of homelessness for a specific geographic area. 24 CFR 91.5 and 24 CFR 576.2. The Metro Denver Homeless Initiative (MDHI) is the CoC in which Aurora belongs. Seven counties and multiple cities are part of the MDHI CoC.

CONTRACT PERIOD shall mean the effective date of this agreement and time given for performance.

COST OBJECTIVE means a program, function, activity, award, organizational subdivision, contract, or work unity for which a provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc.

DIRECT COSTS means those costs that can be identified specifically with a particular final cost objective. See, 24 CFR 200.413.

ESG means the Emergency Solutions Grant Program as funded by HUD and governed by requirements HUD establishes in accordance with the Act.

ESG means the Emergency Solutions Grant Program as funded by HUD and governed by requirements HUD establishes in accordance with the Act.

FORMULA CITY OR COUNTY a formula City or County is one in which the Community Development Block Grant (CDBG) Program provides annual grants based on statutory formula to entitled cities and counties. Eligible are metropolitan cities with populations of at least 50,000 and

qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities).

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) means the information system designated by the Continuum of Care (CoC), Metro Denver Homeless Initiative (MDHI) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. 24 CFR 91.5 and 576.2 Domestic Violence Programs are exempt from HMIS and utilize a comparable data base.

METROPOLITAN CITY means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding fiscal year for which emergency shelter grants are made available. 24 CFR 576.2.

ONE HOME is the name of our Coordinated Entry/Homeless Management Information System (HMIS) system for the Metro Denver Homeless Initiative (MDHI) (Continuum of Care (CoC) and is a collaboration between many agencies (within the MDHI CoC) to create a coordinated intake process to identify housing solutions for persons experiencing homelessness and who have the greatest needs. HUD requires every ESG funded program or project to use this assessment system. 24 CFR 576.400(d).

PRIVATE NON-PROFIT ORGANIZATION is an eligible Subrecipient of ESG funds from the City. The term private non-profit organization means a private non-profit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986, and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private non-profit organization does not include a governmental organization, such as public housing agency or housing finance agency. 24 CFR 576.2.

PROJECT ACTIVITY shall mean the activity therein described in Section 3, Statement of Work and Exhibit A of this agreement.

RESPONSIBLE ENTITY means as the term is defined in 24 CFR 58.2 of this title, Environmental Review Procedures for Entities. "…is the unit of general local government with land use and building permit jurisdiction for the project site, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state."

SAGE REPORTING Subrecipients with HUD funding received through the Emergency Solutions Grants (ESG) Program are required to submit ESG activities annually in the Sage reporting System. The subrecipient enters data into HMIS and the HMIS System converts the data to a Comma Separated Value (CSV) download, which is then input into the Sage System.

STATE means each of several States, the Commonwealth of Puerto Rico.

TERRITORY means each of the following: The Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and any other territory or possession of the United States.

SUBRECIPIENT means a unit of general-purpose local government or private nonprofit organization

to which a recipient makes available Emergency Solutions Grant funds.

UNIT OF GENERAL LOCAL GOVERNMENT means and city, county, town, township, parish, village, or other general-purpose political subdivision of a State.

2. **Purpose**

The purpose of this agreement is to provide funding for project activities approved by the City under the Emergency Solutions Grant Program, for fiscal year 2025, as described in attached Exhibit A.

3. **Statement of Work**

The Subrecipient will engage in the following project activities:

Provide Homelessness Prevention Rental Assistance for homeless families and individuals as described in the Scope of Work, **Exhibit A**.

4. **Effective Date and Time of Performance**

This agreement takes effect on date of execution of this agreement. The activities to be performed by the Subrecipient will be completed on or before December 31, 2026.

The initial term of this Agreement is one year and may be renewed with mutual consents of the parties for an additional one-year term. The initial term will begin January 1, 2026, and end on December 31, 2026.

5. **Budget.**

The total amount to be awarded to the Subrecipient under this agreement shall not exceed $76,303.00 in ESG - Housing Now: Rapid Re-Housing and Homeless Prevention funding from the City. See Exhibit B.

Subrecipient may modify the budget line items only after having requested and received prior written approval of the adjustment from the City. A change in the budget 10% and under will mean a memo to the agency file. However, a change above 10% will require a formal amendment.

6. **General Provisions and Expenditure Limits**

Emergency Solution Grant funds may be used for five (5) components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS. The five program components and the eligible activities that may be funded under each are set forth in 24 CFR 576.101 through 24 CFR 576.107.

Subject to the cost principles in 2 CFR part 200, subpart E, and other requirements in this part, employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS are eligible costs of those program components. 24 CFR 576.100(d).

7. **Street Outreach**

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under 576.2. The eligible costs and requirements for essential services consist of:

a. **Engagement.** The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
b. **Case management.** The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
c. **Emergency health services**.
    i. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
    ii. ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
    iii. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
d. **Transportation**. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
    i. The cost of a program participant's travel on public transportation;
    ii. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
    iii. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and

the cost of gas, insurance, taxes and maintenance for the vehicle; and

iv. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

e. **Services for special populations**. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8. **Emergency Shelter Component**

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

9. **Essential Services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

a. **Case management**. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

i. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);

ii. Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility;

iii. Counseling;

iv. Developing, securing, and coordinating services and obtaining Federal, State and local benefits;

v. Monitoring and evaluating program participant progress;

vi. Providing information and referrals to other providers;

vii. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

viii. Developing and individualized housing and service plan, including planning a path to permanent housing stability.

b. **Childcare**. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

c. **Education services**. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

d. **Employment assistance and job training**. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-

the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

e. **Outpatient health services**. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.

f. **Legal services**.
    i. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
    ii. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.
    iii. Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
    iv. Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
    v. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
    vi. Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

g. **Life skills training**. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

h. **Mental health services**.
    i. Eligible costs are the direct outpatient treatment by licensed professionals of mental

health conditions.

ii. ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

iii. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

iv. Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

i. **Substance abuse treatment services**.

i. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

ii. ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

iii. Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

j. **Transportation**. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:

i. The cost of a program participant's travel on public transportation;

ii. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

iii. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

iv. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

k. **Services for special populations**. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

l. **Renovation**. Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

m. **Shelter operations**. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or

motel voucher for that family or individual.

n. **Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)**. Eligible costs are the costs of providing URA assistance under 24 CFR 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

10. **Homelessness Prevention**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

11. **Rapid Re-Housing Assistance**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

12. **Housing Relocation and Stabilization Services Financial Assistance Costs**

Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

a. **Rental application fees**. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
b. **Security deposits**. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
c. **Last month's rent**. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

d. **Utility deposits**. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
e. **Utility payments.** ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
f. **Moving costs**. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
g. If a program participant receiving short- or medium-term rental assistance under 24 CFR 576.106 meets the conditions for an emergency transfer under 24 CFR 5.2005(e) and 24 CFR 92.359(g), ESG funds may be used to pay amounts owed for breaking a lease to affect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under 24 CFR 576.106.
h. **Services costs**. Subject to the general restrictions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay the costs of providing the following services:
    i. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
        1. Assessment of housing barriers, needs, and preferences;
        2. Development of an action plan for locating housing;
        3. Housing search;
        4. Outreach to and negotiation with owners;
        5. Assistance with submitting rental applications and understanding leases;
        6. Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
        7. Assistance with obtaining utilities and making moving arrangements; and
        8. Tenant counseling.

i. **Housing stability case management**. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
    i. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
    ii. Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
    iii. Counseling;
    iv. Developing, securing, and coordinating services and obtaining Federal, State, and

local benefits;

v. Monitoring and evaluating program participant progress;
vi. Providing information and referrals to other providers;
vii. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
viii. Conducting re-evaluations required under 24 CFR 576.401(b).

j. **Mediation**. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

k. **Legal services**. ESG funds may pay for legal services, as set forth in 24 CFR 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

l. **Credit repair.** ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

m. **Maximum amounts and periods of assistance**. The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

n. **Use with other subsidies.** Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

13. **Housing counseling**. Housing counseling, as defined in 24 CFR 5.100, that is funded with or provided in connection with ESG funds must be carried out in accordance with 24 CFR 5.111. When recipients or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in 24 CFR 5.100, and therefore are not required to be carried out in accordance with the certification requirements of 24 CFR 5.111.

14. **Disbursement of Funds**

ESG funds shall not be obligated or utilized for any activities requiring a release of funds by the City under the Environmental Review Procedures for the ESG program at 24 CFR Part 58 until release is issued in writing. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any Federal laws and authorities cited at 58.5 the City must make and document such a determination of exemption prior to incurring costs for such activities.

ESG Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Emergency Solutions Grant funds with each drawdown request. Emergency Solutions Grant funds shall be

disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: Payment vouchers, performance reports, paid receipts; supporting documentation of matched funds attached with every payment request, and upon the City's review and approval, the City shall issue a check within its standard accounts' payable procedures, 30 days from the receipt of invoice packet.

Payment Requests will be dispersed for services quarterly, 50% by end of Quarter 2, 75% by end of Quarter 3 and 100% by Agreement completion (Quarter 4). Lack of drawdowns may affect future/current grant allocations.

15. **Matching Funds Requirements**

The Subrecipient must match 100% of the awarded funding provided by ESG with funds from other sources. These funds must be provided after the date of the grant award. Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, 24 CFR 576.201. However, the following requirements apply to matching contributions from a federal source of funds:

The Subrecipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant ("ESG") funds.

If ESG funds are used to satisfy the matching requirements of another federal program, funding from that program, funding from that program may not be used to satisfy the matching requirements under this section.

Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.

Contributions that have been or will be counted as satisfying a matching requirement of another federal grant or award may not count a satisfying the ESG matching requirement. Matching funds can be cash or noncash contributions.

100% match of ESG funds is required for Rapid Re-Housing activities and Homelessness Prevention activities. Supporting documentation should be attached for available match with every payment request.

16. **Records HMIS**

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement and according to the requirements of 24 CFR 576.500.

According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients served in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies, a

comparable data base should be utilized.

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

a. Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identification number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the ESG project—(such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type
b. Number of participants in each Subrecipients' ESG project (i.e., average number served daily and yearly);
c. Type of services or housing assistance provided by Subrecipient; number of meals served, additional services offered (and numbers utilizing those services), number of crisis calls received, numbers of persons referred through the Aurora Police Department, number of shelter nights provided
d. Shelter type: shelter, detoxification, unaccompanied youth, overnight, family, domestic violence
e. Other sources of funding to support the ESG project.
f. The Subrecipient shall maintain compliance with MDHI's ESG HMIS Agency Data Sharing Agreements.
g. The Subrecipient shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.
h. The Subrecipient shall enter all eligible households into OneHome.

17. **Performance Reporting.**

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

a. Quarterly reports and client rosters, which include HMIS and the Performance Audit Report, are due within thirty (30) days of the end of each quarter:
    i. First quarter from January 1, through March 31, due on or before April 30 of the same year.
    ii. Second quarter from April 1, through June 30, due on or before July 30 of the same year.
    iii. Third quarter from July 1, through September 30, due on or before October 31 of the same year.
    iv. Fourth quarter from October 1, through December 31, due on or before January 30, of the following year.
    v. If a second year of funding is granted, then reports will continue as above for the subsequent year.

b. There is no longer an extended grace period for quarterly reports. Late HMIS and Performance Audit Reports may affect future grant allocations.

Year End report and HMIS/SAGE report and the Performance Audit Report covering January 1, through December 31, of the funding year are due within thirty (30) days of December 31, or before January 30, of the following year. Although no program expenses may be reimbursed until this Agreement is executed. (If granted a second

year of grant funds, the "Year End" reporting will follow the same process as above.)

The Subrecipient, which is a non-federal agency, that expends $750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

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

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

Performance Monitoring and Performance Measures - The federal Department of Housing and Urban Development (HUD) and Continuum of Care (CoC) Program Interim Rule requires project level and system level performance monitoring and project level compliance monitoring. **This requires poor performers to improve or possible action to be taken.**

The CoC/ESG Performance Monitoring and Evaluation Policies and Procedures document establishes the process by which the CoC will:

Set annual performance measures and targets in consultation with the COC Board;

a) Monitor CoC and ESG recipient performance;

b) Evaluate and report outcomes;

c) Provide technical assistance to poorly performing projects; and

d) Identify poor performers for technical assistance or further action. See 24 CFR 578.7(a)(6) and 24 CFR 578.65, Subpart E.

18. **Uniform Administrative Requirements**

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 79 FR 75871 "Uniform

Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

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

If the Subrecipient shall procure services with ESG Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. The Subrecipient shall maintain a code of conduct to prevent conflicts of interest (personal, financial, and organizational) and use solicitations which are clear and accurately describe the materials, products, or services being procured. Subrecipients must initiate positive efforts to use small and minority-owned business to the maximum extent possible; include all applicable contract provisions in contracts; and not use the cost-plus- percentage of cost contracts. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.318 through 200.326. Cost principles shall be applied for all costs incurred whether charged on a direct cost or indirect cost basis.

Per, HUD Regulation found at 570.502, 570.610, and 79 FR 75871, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than $100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City’s Purchasing Policy which is more restrictive and limits these Micro purchases to under $5,000.

19. **Other Program Requirements**

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

No person shall, on the grounds of race, color, creed, religion, national origin, sex (including gender identity, gender expression, sexual orientation and pregnancy), disability, marital status, familial status, veteran or military status, religion, national origin, or ancestry be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with ESG Funds 24 CFR 570.601.

No ESG Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions per 24 CFR 570.604 and 24 CFR 570.605.

The Subrecipient shall also:

a. Have at least one staff member attend the City's case conferencing; and

b. Have at least one one of at least two individual, either staff members or volunteers, participate in the City's annual Point in Time Count.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the relocation and displacement of persons, families, individuals, businesses, non-profit organizations, and farms as a result of activities assisted with ESG Funds under this agreement per 24 CFR 570.606.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with ESG Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons per 24 CFR 570.603 and 24 CFR 570.607.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status per 24 CFR 570.607.

The Subrecipient may provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens or aliens lawfully present in the United States as described in 49 CFR 24.208.

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

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

Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

Subrecipient must display feedback poster in public, client facing areas at all times (Attachment 2).

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

20. **Care of Personal identifying information**

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

to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a :check", a "negotiable order of withdrawal", and a "share draft".) Personal identifying information contractor or service provider obtains from the City belongs to the City and the City is the owner of that personal identifying information and the City does not attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

b. Reasonable security practices. Third-party service providers are required to implement and maintain reasonable security and practices to protect personal identifying information that are:
    i. Appropriate to the nature of the personal identifying information disclosed to the third-party provider; and
    ii. Reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.
c. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Third-party service providers shall not disclose any personal identification information to anyone or any entity except those contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for all security breaches.
d. Disposal of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by the third-party service provider. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.
e. Disclosure of breach. When a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notifies the third-party service provider shall also notify the Community Development Division of the breach.

21. **Effect of Lead-Based Paint on ESG Projects**

ESG is governed by 24 CFR 570.600 Subpart K of the Lead-Based Paint Hazard regulations and by the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), 40 CFR 745, Subpart E. ESG projects providing essential services only, are excluded from all of the Lead-Based Paint regulations. ESG funds used for facility renovation, repair, or painting will be subject to applicable HUD and EPA Lead-Based Paint regulations.

24 CFR 576.403 Shelter and housing standards. (a) Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

22. **Violence Against Women Act (VAWA) Emergency Relocation Plan**

Applicability of VAWA protections. The core statutory protections of VAWA that prohibit

denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, as supplemented by this section, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016. The recipient must ensure that the requirements under 24 CFR part 5, subpart L, are included or incorporated into rental assistance agreements and leases as provided in 24 CFR 576.106(e) and (g) per 24 CFR 576.409(a).

a. **Covered housing provider.** For the ESG program, "covered housing provider," as such term is used in HUD's regulations in 24 CFR part 5, subpart L, refers to:
    i. The recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2005(e);
    ii. The housing owner for the purposes of 24 CFR 5.2005(d)(1), (d)(3), and (d)(4) and 5.2009(a);
    iii. The housing owner and the recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2005(d)(2); and
    iv. The housing owner and the recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2007. However, the recipient or subrecipient may limit documentation requests under 24 CFR 5.2007 to only the recipient or subrecipient, provided that:
        1. This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement;
        2. The entity designated to receive documentation requests determines whether the program participant is entitled to protection under VAWA and immediately advise the program participant of the determination; and
        3. If the program participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

b. **Notification**. As provided under 24 CFR 5.2005(a) each recipient or subrecipient that determines eligibility for or administers ESG rental assistance is responsible for ensuring that the notice and certification form described under 24 CFR 5.2005(a)(1) is provided to each applicant for ESG rental assistance and each program participant receiving ESG rental assistance at each of the following times:
    i. When an individual or family is denied ESG rental assistance;
    ii. When an individual or family's application for a unit receiving project-based rental assistance is denied;
    iii. When a program participant begins receiving ESG rental assistance;
    iv. When a program participant is notified of termination of ESG rental assistance; and
    v. When a program participant receives notification of eviction.

c. Emergency transfer plan.
    i. The recipient must develop the emergency transfer plan under 24 CFR 5.2005(e) or, if the recipient is a state, require its subrecipients that administer ESG rental assistance to develop the emergency transfer plan(s) required under 24 CFR 5.2005(e). If the state's subrecipients are required to develop the plan(s), the recipient must specify whether an emergency transfer plan is to be developed for:
    ii. Once the applicable plan is developed in accordance with this section, the recipient and each subrecipient that administers ESG rental assistance must implement the plan

in accordance with 24 CFR 5.2005(e).

iii. Each emergency transfer plan must meet the requirements in 24 CFR 5.2005(e) and include the following program requirements:

1. For families living in units receiving project-based rental assistance (assisted units), the required policies must provide that if a program participant qualifies for an emergency transfer, but a safe unit is not immediately available for an internal emergency transfer, that program participant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.
2. For families receiving tenant-based rental assistance, the required policies must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to affect an emergency transfer.

d. **Bifurcation**. For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

i. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.

ii. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

e. **Emergency shelters.** The following requirements apply to emergency shelters funded under 24 CFR 576.102:

i. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.

ii. The terms “affiliated individual,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in 24 CFR 5.2003.

iii. For local guidance, see Aurora@Home Policies and Procedures.

23. **Program Outreach, affirmative Outreach and Marketing**

Tenant Selection, Target Assistance and Affirmative Marketing:

The Subrecipient must have tenant selection policies and criteria that have been approved by the City, based upon local housing needs and priorities established in the City’s 2020-2024 Consolidated Plan. The tenant selection policies may establish a preference for individual with special needs (e.g., homeless persons) or persons with disabilities.

Affirmative marketing requirements and procedures apply to the program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible person in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The Subrecipients should take steps to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program without special outreach (e.g., through the use of community organizations, employment centers, etc.).

24. **Program Requirements**

The Subrecipient must develop and provide the city with written standards for providing Emergency Solution Grant (ESG) assistance and must consistently apply those standards for all program participants. 24 CFR 576.400(d). At minimum the written standards must include:

a. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG);
b. Standards for targeting and providing essential services related to street outreach;
c. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, *e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
d. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
e. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
f. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance (these policies must include the emergency transfer priority required under 24 CFR 576.409);
g. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
h. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
i. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

25. **Shelter and Housing Standards**

Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants. 24 CFR 576.403(a).

Minimum standards for emergency shelters**.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards, 24 CFR 576.403(b).

a. Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
b. Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.
c. Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
d. Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
e. Water supply. The shelter's water supply must be free of contamination.
f. Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
g. Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
h. Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
i. Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
j. Sanitary conditions. The shelter must be maintained in a sanitary condition.
k. Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

Minimum standards for permanent housing. When ESG funds are used for permanent housing under 24 CFR 576.105 or 576.106, the minimum standards in 24 CFR 5.703 apply, except that:

a. Definition of HUD housing. For the purposes of ESG, “HUD housing” in 24 CFR 5.703 means the program participant's unit, systems equipment that directly services those units, items and components within the primary and secondary means of egress from those units' doors to the public way, and common features related to the program participant's use of the building (e.g., the laundry room, community room, mail room).
b. Housing inspections. For the first 30 days in which a program participant receives homelessness prevention assistance, the recipient or subrecipient may provide services under 24 CFR 576.105(b) to help the program participant remain in their unit without inspecting the unit to determine whether it meets the minimum standards identified in this paragraph (c), except that the recipient or subrecipient must still comply with the requirements under 24 CFR part 35. Before otherwise using ESG funds under 24 CFR 576.105 or 576.106 to help a program participant remain in or move into specific housing, however, the recipient or subrecipient must inspect that housing to confirm that it meets the requirements in this section.

In addition, recipient or subrecipient must inspect the housing at least once every 12 months during the period of assistance to confirm the housing continues to meet the minimum standards in this paragraph (c).

c. Correction of deficiencies. If an inspection reveals one or more deficiencies that prevent the housing from meeting the requirements in this section, ESG funds must not be used under 24 CFR 576.105 or 576.106 with respect to that housing unless the owner corrects the deficiencies within 30 days from the date of the initial inspection and the recipient or subrecipient verifies that all deficiencies have been corrected.
d. Rental arrears. Housing for which rental arrears are paid is only subject to the requirements in this section, if a program participant is seeking to stay in that housing.
e. Additional standards. The recipient may also add standards that exceed these minimum standards.
f. Other exemptions from 24 CFR part 5, subpart G. The requirements in 24 CFR 5.703(b)(2) and (d)(6) and 5.705 through 5.713 do not apply.

26. **Avoidance of Conflict of Interest**

The federal regulations at 24 CFR 576.404 describe the conflict-of-interest requirements as follows:

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

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

27. **Assignability**

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

28. **Indemnification and Independent Contractor**

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

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

29. **Suspension or Termination**

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

a) Improper use of ESG Funds;
b) Failure to perform any of the covenants, terms or conditions in this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement;
c) Failure to submit reports as required by this agreement;
d) Failure to submit books and records as required by this agreement;
e) If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible;
f) Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development;
g) Failure to comply with any applicable local, state, and federal laws and regulations; or
h) Fails or refuses to provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the health, safety, or welfare of the community.

If the City withholds disbursement requests for ESG Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance.

For Convenience - The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City ESG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 8 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

30. **Reversion of Assets**

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 24 CFR 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the Grantee any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
b. When Program Funds are used for the acquisition of equipment, the Subrecipient shall use the equipment for the program or project for which it was acquired as long as it is needed, whether

or not the program or project continues to be supported by Program Funds. The Subrecipient may not use the equipment acquired with Program Funds to provide services for a fee. The Subrecipient shall retain adequate records regarding the description, use, and any disposition of the equipment for five years. The Subrecipient shall return all equipment purchased with ESG funds to the city at the end of this agreement termination.

At the expiration of this agreement, all unused funds at the end of contract will be returned to the City of Aurora.

31. **Lobbying**

The Subrecipient certifies that:

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

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

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

32. **Equal Employment Opportunity/Nondiscrimination**

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

The Subrecipient shall not discriminate against anyone in the services provided because of an individual's race, Including hair texture, hair type, hair length, or protective hairstyle commonly or historically associated with race), creed, color, religion, sex (including gender identity, gender expression, sexual orientation), national origin, disability, veteran or military status, familial status, religion, or ancestry, in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without

discrimination. The Subrecipient understands and agrees that any act of discrimination may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

33. **Workers Without Authorization**

State and City Law Compliance – All responsibilities of the Subrecipient enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules and regulations.

a. Workers Without Authorization – the Subrecipient shall:

   i. verify the identity and employment authorization of each person they hire;
   ii. complete and retain a Form I-9, Employment Eligibility Verification, for each employee; and
   iii. Refrain from discriminating against individuals on the basis of national origin or citizenship.

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

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

34. **Insurance and Bonding Requirements**

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, the Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products and completed operations

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

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

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

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

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

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

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

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

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

date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

When Subrecipient start the development phase as contemplated by this Agreement Subrecipient shall verify that all contractors and subcontractors hired to perform construction work shall provide, pay for, and maintain in full force and effect the following types of insurance with the listed minimum limits of insurance as indicated below, covering the Subrecipient, their employees, contractors, subcontractors, representatives, or anyone for whose acts they may be liable.

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

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

Contractor Insurance. The Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

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

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

Pollution Legal Liability Insurance. The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability,

arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk. The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk. Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

For both the Subrecipient and any contractor or subcontractor the following will apply to the required insurance coverage:

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

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

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to particular circumstances, including increased risk or scope of work. **The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of- Builder's Risk.

Bonding. If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more, the Contractor shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bond to be released at the sole discretion of the City.

35. **Notices**

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

Notices shall be sent to:
City: City of Aurora, Colorado
Attn: Homelessness Program
Manager 15151 East Alameda

Parkway
Aurora, Colorado 80012

Subrecipient: Aurora@Home
c/o Aurora Housing Authority
2280 S. Xanadu Way
Aurora, CO 80014

Signatures on next page

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____DAY OF _____, 2024.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR: Aurora Housing Authority

_____
Laura Getz, Director of Family Services

Exhibit A
Scope of Services

1. **Project Description**

    a. Aurora@Home Homelessness Prevention serves families with dependents at risk of homelessness with housing relocation and stabilization services and/or shortand/or medium-term rental assistance. Programs consist of housing stabilization services in the form of rental assistance, case management, landlord mediation, and eviction prevention. AHA case managers meet with families monthly for home visits where they assess strengths of the families and housing stabilization goals. AHA works closely in collaboration with ADWorks! to connect families to eligible benefits and assist them in working towards educational and employment pathways. Families work to increase income to be able to maintain their housing after the program ends. The program adheres to the following evidence-based practices to inform policy and to carry out services: Progressive Engagement; Trauma Informed Care; Motivational Interviewing; Strengths Based Methodology; Harm Reduction; Social Identity Theory; and Family Systems Theory.

2. **Staffing Cost**

    a. N/A

3. **Direct client services**

    a. The following services will be provided through the ESG funding:
        i. Homelessness Prevention: Providing housing relocation, stabilization services and short and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Case Management can be a part of this program to assist with obtaining and maintaining housing.

    b. Families with a dependent in the household who are in jeopardy of losing their housing in Aurora
    c. Will this funding be for direct assistance to clients?

        Yes

        i. Current Income Statements
            1. Paystubs, Work Number Verification, Employment Verification Form, Proof of Child Support, Proof of Public Benefits, and Self-Certification of Zero Income form
        ii. W9 From Creditor/Landlord
            1. W-9 will be kept on file
        iii. Photo ID
            1. State issued ID or passport
        iv. Ledger/Eviction Notice
            1. Collected and kept on file
        v. Utilities Bill
            1. AHA has Energy Outreach Colorado Fund to assist with utilities. AHA will not utilize ESG funds for utilities
        vi. Lease

1. Signed copy of the lease will be kept on file

d. All HMIS intake and exit paperwork will be kept in the file. Households will be enrolled in OneHome. Case Managers will input status and annual assessments, track services and capture case notes utilizing HMIS.

4. Shelter Operational Costs

a. N/A

5. Performance Goals

a. AHA will utilize the following benchmarks
   i. 80% of households exit the program into a permanent housing destination
   ii. 85% of households that exit to permanent housing and do not become do not become homeless again within six months following program exit
   iii. Households served by the program should be issued financial assistance or receive intervention within 21 average days from time of referral quarterly and annually.

b. AHA has a history of meeting HUD and NAEH performance benchmarks
   i. To date in 2025, AHA served 41 individuals, which included 15 adults and 26 children under the age of 18
      1. 84.6% of households who exited thus far in 2025, exited to a permanent housing destination.
      2. To date this year, AHA has utilized City of Aurora HOME TBRA funds to assist 20 individuals securing housing through assistance provided through AHA's RRH and HP program in 2025. The average family served was housed within 22 days of program entry.

Exhibit B
Budget

BUDGET TEMPLATE

NAME OF AGENCY: Aurora Housing Authority

NAME OF PROJECT: Aurora@Home RRH

POINT OF CONTACT FOR THE PROJECT: Laura Getz

FUNDING SOURCE REQUESTED: ESG

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Homelessness Prev	Homelessness Prevention Rental Assistance	$ 76,303.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 76,303.00

Attachment 1

OneHome Script

Script for Discussing Coordinated Entry with Clients

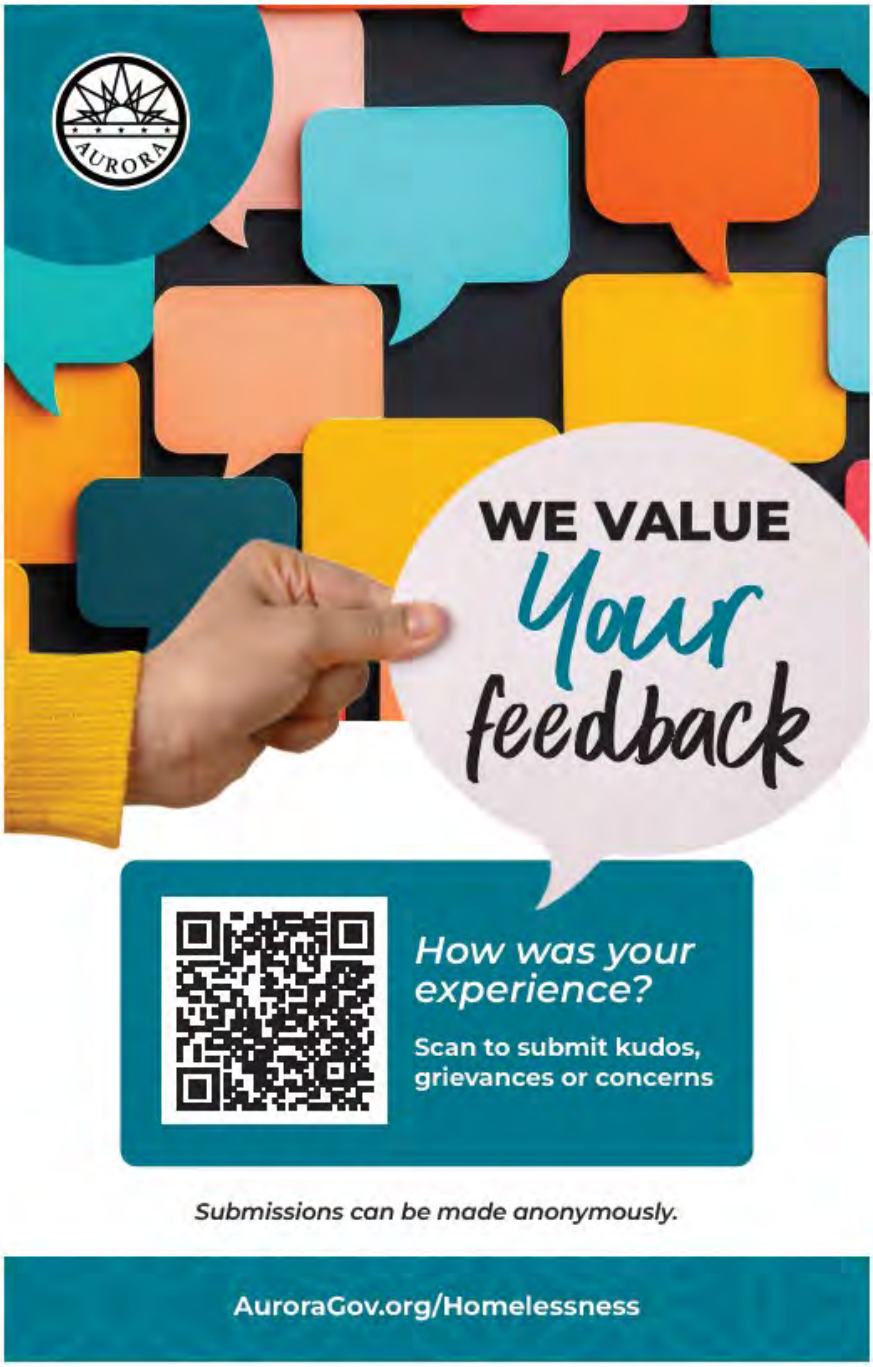
"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your

answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 2
Feedback Poster


AURORA
WE VALUE
Your
feedback
How was your experience?
Scan to submit kudos, grievances or concerns
Submissions can be made anonymously.
AuroraGov.org/Homelessness

City of Aurora Homeless Services: Notice of Funding Opportunity (NOFO)

Housing and Community Services

December 15, 2025

Program Overview



The City of Aurora sought proposals from:

Nonprofit 501(c)(3) organizations
Faith Based Organizations
Public Agencies

who have specific skills in providing services to people experiencing or at risk of experiencing homelessness

FUNDING AVAILABLE: $961,818

Federal

Emergency Solutions Grant (ESG)

$217,171

Assists people to quickly regain stability in permanent housing after experiencing a housing crisis and to assist households in the prevention of homelessness

Home Tenant-Based Rental Assistance Grant (Home-TBRA)

$200,000

Aids individual households to afford housing costs for market-rate units

Local

Marijuana Grant

- $400,000
- Funds homelessness assistance programs

Public Safety Assistance Grant (formerly known as NEXUS):

- $144,647
- Funds programs that aid individuals experiencing homelessness or at risk of experiencing homelessness through partnerships with public safety entities in Aurora

*$2million will be going to Advance for the Navigation Campus, as stated in our operator agreement

FUNDING CATGORIES

Families

MJ- $400,000

HOME TBRA- $200,000

ESG RRH/HP- $76,303*

Single Adults

Public Safety- $144,647

ESG Shelter- $140,868*

* 100% match required

Review Panel

The Homeless Services Evaluation Team reviewed the applications for responsiveness to NOFO requirements between **October - November**

The panel consisted of representatives from the following agencies:

-Aurora Housing and Community Services (3)

-Arapahoe County (1)

-Adams County (1)

Scoring

SCORING AN AGENCY:

105 is the max score an agency can receive for MJ, HOME TBRA, and Public Safety

110 is the max score an agency can receive for ESG

The max score an agency can receive in any given category varies

There are 10 categories, some more weighted than others. ESG had 11 categories.

CATEGORIES:

1. Proposed Program Description and Objectives
2. Organizational Capacity
3. Collaboration and Partnerships
4. Current Services
5. Application Completeness
6. Budget and Cost-Effectiveness
7. Other Funding Streams
8. Monitoring and Evaluation
9. Outcomes
10. Sustainability
11. *ESG Applicants Only: Match*

Panel Considerations

Family or Single Adult Provider

Aurora@Home strategic plan alignment

Prior grant compliance

Proposed and past outcomes

Agencies' other funding streams

Applications

Total Available: $961,818

Amount Requested: $1,730,064

Total Agencies Applied: 8

Total Applications: 12

Applications

Agency	Funding Source	Amount Requested
Advance, Inc.	Public Safety	$ 100,000.00
Advance, Inc.	ESG- Shelter	$ 140,868.00
Aurora Housing Authority - Aurora@Home Housing Stability	Marijuana	$ 181,400.00
Aurora Housing Authority - Aurora@Home HOME	HOME TBRA	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	Public Safety	$ 24,725.00
Brothers Redevelopment, Inc.	Marijuana	$ 64,303.00
Comitis Crisis Center - ESG	ESG- Shelter	$ 138,219.00
Comitis Crisis Center - MJ	Marijuana	$ 310,079.00
Comitis Crisis Center - PS	Publicy Safety	$ 220,470.00
Family Tree- GOALS	Marijuana	$ 100,000.00
Ready to Work Aurora	ESG- RRH/HP	$ 50,000.00
Three Birds Alliance	Marijuana	$ 200,000.00

Average Scores

Agency	# Reviewers	Avg Score	Funding Requested
Aurora@Home Aurora Housing Authority HOME 2026	5	97.00	$ 200,000.00
Aurora Housing Authority - Aurora@Home Housing Stability	5	96.40	$ 181,400.00
Three Birds Alliance	5	92.00	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	5	88.80	$ 24,725.00
Family Tree	5	86.60	$ 100,000.00
Advance, Inc.	5	81.00	$ 140,868.00
Comitis Crisis Center - MJ	5	75.60	$ 310,079.00
Advance, Inc.	5	73.40	$ 100,000.00
Ready to Work Aurora	5	66.40	$ 50,000.00
Comitis Crisis Center - PS	5	49.20	$ 220,470.00
Brothers Redevelopment, Inc.	5	46.80	$ 64,303.00
Comitis Crisis Center - ESG	5	18.80	$ 138,219.00

Recommendations

Agency	Funding Source	Amount Requested	Amount Recommended
Advance, Inc.	Public Safety	$ 100,000.00	$ 100,000.00
Advance, Inc.	ESG- Shelter	$ 140,868.00	$ 140,868.00
Aurora Housing Authority - Aurora@Home Housing Stability	Marijuana	$ 181,400.00	$ 181,400.00
Aurora Housing Authority - Aurora@Home Housing Stability	ESG- HP	$ 76,303.00	$ 76,303.00
Aurora@Home Aurora Housing Authority HOME 2026	HOME TBRA	$ 200,000.00	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	Public Safety	$ 24,725.00	$ 25,000.00
Family Tree	Marijuana	$ 100,000.00	$ 68,600.00
Three Birds Alliance	Marijuana	$ 200,000.00	$ 150,000.00

Not Recommended

Agency	Funding Source	Amount Requested	Amount Recommended
Brothers Redevelopment, Inc.	Marijuana	$ 64,303.00	$ -
Comitis Crisis Center - ESG	ESG- Shelter	$ 138,219.00	$ -
Comitis Crisis Center - MJ	Marijuana	$ 310,079.00	
Comitis Crisis Center - PS	Publicy Safety	$ 220,470.00	$ -
Ready to Work Aurora	ESG- RRH/HP	$ 50,000.00	$ -

Question for Council

Does Council support the recommendations provided by the review committee to move this item and all required resolutions and agreements forward to study session?

CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority HOME Tenant-Based Rental Assistance Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Aurora Housing Authority is being recommended to receive $200,000 Home Tenant Based Rental Assistance Funds. These funds will cover rapid rehousing rental assistance and security deposits.

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.)

$200,000 HOME Tenant-Based Rental Assistance

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 support the recommendation to award Aurora Housing Authority with $200,000 of Home Tenant Based Rental Assistance Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

HOME INVESTMENT PARTNERSHIPS PROGRAM
Tenant Based Rental Assistance
CFDA 14.239 Award M-__-MC-08- 0201
Subrecipient/Administrator Agreement

THIS AGREEMENT is entered into by and between the City of Aurora, Colorado, a municipal corporation, hereinafter referred to as the "City", and Aurora Housing Authority, with a principal office street address of 2280 S. Xanadu Way, Aurora, Colorado 80014, Unique Entity ID # E3LML9MG9AE3, acting as Subrecipient/Administrator of HOME Investment Partnership Tenant Based Rental Assistance Program, located at 2280 S. Xanadu Way, Aurora, Colorado, 80014, hereinafter to as "Subrecipient/Administrator".

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the National Affordable Housing Act of 1990 ("NAHA") Pub. L. No. 101-625 has established the Home Investment Partnerships Act Program (HOME) and has designated the City of Aurora as a Participating Jurisdiction (PJ) to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing. At least ninety percent (90%) of the total households assisted with HOME funds must be used to benefit persons whose income is equal to or less than sixty percent (60%) of area median income (AMI).

WHEREAS, the City has elected to administer such federal funds for its entitlement areas through the Housing and Community Services, Community Development Division; and

WHEREAS, the City has a desire to expand the supply of affordable housing by means of an Acquisition Program, New Housing Construction, a Rehabilitation Program for Subrecipient/Administrators, a Multi-Family Rehabilitation Program, Tenant Based Rental Assistance (TBRA) and the use of a Community Housing Development Organization (CHDO), and

WHEREAS, the Subrecipient/Administrator is to receive HOME-TBRA funds;

NOW THEREFORE it is hereby agreed that:

1. Scope of Services / Use of Funds – In consideration for the monies to be received from the Home Investment Partnership Act Program, the Subrecipient/Administrator shall comply with all the Federal requirements pertaining to the use of HOME-TBRA funds, this Agreement, and shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City, all work elements as indicated in the "Scope of Services," set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." Work performed prior to the execution of this Agreement shall not be considered part of this Project.

2. Responsible Administrator – The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services**,** or designee, and shall be an employee or agent of an affiliate of the Subrecipient/Administrator, and who is hereby designated as the administrator-in-charge of this Project. At any time, the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Subrecipient/Administrator assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

3. Time of Performance – This term of the Project shall be upon the execution of this Agreement

by all the Parties. Any costs incurred before the execution of this Agreement by all the Parties will not be reimbursed with HOME funds. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services, Exhibit A. The Subrecipient/Administrator agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

4. Form of Subsidy to the Subrecipient/Administrator shall be the form of a grant in the principal sum of Two Hundred Thousand Dollars and no/100 ($200,000.00) of HOME funds pursuant to this agreement.

50% of the funds must be expended by Quarter 2
75% of the funds must be expended by Quarter 3
100% of the funds must be expended by Quarter 4

5. Eligible Costs and Requirements – All project costs and requirements shall be eligible under and in compliance with 24 CFR 92.209(a).

a) Rental Assistance and Security Deposit payments made to provide tenant-based rental assistance for a family.
b) Utility Deposit Assistance, but only if this assistance is provided with tenant-based rental assistance or security deposit payment.

6. Maximum Subsidy – The Subrecipient/Administrator shall follow the requirements of 24 CFR 92.209(h) for maximum subsidy for HOME-TBRA assistance.

a) The maximum amount of monthly rental assistance for any household is the difference between 30% of the household's adjusted monthly income and the Adams/Arapahoe County rent standard.
b) The minimum tenant contribution to rent shall be $50.00

7. Rent Standard - The payment (rent) standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the City. The payment (rent) standard is established by bedroom size, based either on local market conditions or on the Housing Choice Voucher (HCV) Fair Market Rent for Adams/Arapahoe County.

The Subrecipient must review and approve rent increases by landlords renting to HOME-TBRA tenants. Owners/landlords may adjust rents as leases are renewed. Rents that are not reasonable, based on rents that are charged for comparable, unassisted units, must be rejected

8. Housing Quality Standards (HQS) – 24 CFR 92.209(i). The Subrecipient/Administrator must conduct an initial inspection, as well as an annual re-inspection to ensure that the unit still meets the Housing Choice Voucher (HCV) Program Housing Quality Standards (HQS) and must verify that the unit is appropriate for the household in order to meet the occupancy standard. HUD's HQS can be found at 24 CFR Section 982.401.

9. Tenant Protections - The lease between a tenant and an owner/landlord of rental housing must be for not less than one year, unless by mutual agreement between the tenant and the owner. The lease may not contain any of the prohibited lease terms listed in 24 CFR Part 92.253(b). Standards must be established for when an owner/landlord may elect to terminate or refuse to renew the lease of a HOME-TBRA household. In addition, all leases must comply with applicable state or local tenant-landlord laws.

10. Tenant Selection, Targeted Assistance and Affirmative Marketing - The Subrecipient must have tenant selection policies and criteria that have been approved by the City, based upon local housing needs and priorities established in the City 's approved Consolidated Plan. The tenant selection policies may establish a preference for individuals with special needs (e.g. homeless persons) or persons with disabilities.

Affirmative marketing requirements and procedures apply to the TBRA program. The Subrecipient/Administrator shall affirmatively further fair housing through conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein. Affirmative Marketing requirements, if applicable, apply throughout the affordability period.

11. Obligation, Expenditure and Disbursement of Funds

a) Environmental Review Procedures – Funds shall not be obligated or utilized for any activities requiring a release of funds by the City and the U.S. Department of Housing and Urban Development (HUD) under the Environmental Review Procedures for the HOME program at 24 CFR Parts 50 and 58 until such release is issued in writing by the City and HUD. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR 58.34 (a) (1) through (10) do not require a release of funds by HUD. For categorically excluded activities listed in 24 CFR 58.35 (a) determined to be exempt because there are no circumstances which require compliance with any other federal laws and authorities cited at 24 CFR 58.5, the City must make and document such a determination of exemption prior to the Subrecipient/Administrator incurring costs for such activities.

b) Environmental Review Specifics

The Subrecipient/Administrator agrees that no HOME funds will be legally obligated to any project activity before the City has completed environmental review procedures, as required by 24 CFR Part 58.

The City is responsible for the environmental review of this project. However, the Subrecipient/Administrator will assemble and make available all information as required by the City to complete the environmental assessment and/or statutory checklist, as applicable.

The Subrecipient/Administrator must ensure that any project over $100,000 complies with standards, orders and requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations at 40 C.F.R. Part 15.

i. Flood Insurance – For acquisition, rehabilitation, or construction in special flood hazard areas (as determined by FEMA), property must have flood insurance. Program administration procedures of such funded activities must provide the City with proof this flood insurance has been obtained and remains in effect for the life of work.

ii. Energy Efficiency – Subrecipient/Administrator must ensure compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

iii. Lead-Based Paint – Per section 24 CFR 570.608, Subrecipient/Administrator must comply with prohibition on use of lead-based paint in residential structures. This requires notification of occupants. Implementing procedures shall provide for inspection, testing and abatement in specified circumstances.

iv. Asbestos – Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding workers exposure, abatement procedures and disposal.

12. Consolidated Plan – By entering into this Agreement, the City hereby certifies that this Project is consistent with the City's approved Consolidated Plan per requirements of 24 CFR 92.209(b).

13. Minority Outreach – The Subrecipient/Administrator or Contractor must prescribe to the City the procedures it will use to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal service. Affirmative steps, to be taken are the following:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Development Agency of the Department of Commerce; and,

f) Requiring the prime contractor, if subcontracts are to be let, to take all of the above-mentioned affirmative steps.

14. Financial Management – At all times from the effective date of this Agreement until completion of Project activities under this Agreement, the Subrecipient/Administrator shall comply with the administrative requirements, cost principles and other requirements consistent with 2 CFR Part 200.

15. Compensation and Payment – The City has allocated for the Subrecipient/Administrator in the City's allocation of HOME-TBRA funds, in consideration for the work and services to be performed, a total amount not to exceed the amount listed in the Scope of Services listed in Exhibit A.

16. Reporting Requirements – The Subrecipient/Administrator shall file all reports and other information necessary to comply with applicable federal laws and regulations as required by the City and HUD. This shall include providing the City with the information necessary to complete the Annual Performance Reports in a timely fashion. The City reserves the right to revise reporting requirements for the Project, as needed and without formal written amendment to this Agreement.

a) Each Subrecipient/Administrator Drawdown Request will include an invoice detailing expenditure for the period that payment is being requested.

b) Quarterly Reports are due until project completion as follows:
   1. January 1 to March 31 – due April 30
   2. April 1 to June 30 – due July 31
   3. July 1 to September 30 – due by October 31
   4. October 1 to December 31 – due by January 31

c) Annual Reports (covering January 1, - December 31, of each year) are due by January 31st.

d) Project Completion Reports are due thirty (30) days upon completion of project.

e) Annual Audit Reports that comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular" are due within nine (9) months of the audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

f) Quarterly reporting of Subrecipient/Administrator Proceeds including payments received, consisting of any principal or interest and any interest earned from funds being on deposit, if applicable.

g) Reports as required in the Scope of Services.

17. Documentation and Recordkeeping- Subrecipient shall comply with the requirements set forth in this Exhibit B at all times during the term of that certain HOME Subrecipient Agreement (Tenant Based Rental Assistance) between City and Subrecipient/Administrator.

a. Records to be Maintained –Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the Services to be funded under this Agreement. Records shall be maintained for each prospective participant, each Eligible Household and each Housing Unit inspected and/or occupied by an Eligible Household pursuant to the Agreement. Such records shall include but are not limited to:

   i. Records providing a full description of each activity undertaken;

   ii. Records required to determine the eligibility of activities for use of HOME funds;

   iii. Records (including property inspection reports) demonstrating that each Housing Unit occupied by an Eligible Household meets the property standards of 24 CFR 92.251(d) and 24 CFR 982.401 upon occupancy and at the time of each annual inspection.

   iv. Records demonstrating compliance with the property standards and financial reviews and actions pursuant to 24 CFR §92.504(d).

   v. Records demonstrating that each Eligible Household is income eligible in accordance with 24 CFR 92.203, including all TBRA applications, eligibility determinations and documentation regarding any appeals of eligibility determinations.

   vi. Records demonstrating that the Subrecipient has written tenant selection policies and criteria of 24 CFR 92.209(c), including any targeting requirements, includes the rent reasonableness requirements of 24 CFR 92.209(f), the maximum subsidy provisions of 24 CFR 92.209(h), and calculation of each Subsidy Payment.

   vii. Records demonstrating that each rental Agreement for an Eligible Household receiving Subsidy Payments complies with the tenant and participant protections of 24 CFR 92.253.

   viii. Records documenting compliance with Subrecipient's marketing and outreach obligations under the Agreement, including compliance with the fair housing and equal opportunity components of the HOME program and HUD's Affirmative Fair Housing and Marketing

regulations and the City's Affirmative Fair Housing Marketing Plan, when adopted.

ix. Records documenting compliance with the lead-based hazards requirements under the Agreement, the HOME Program, and 24 CFR Part 35, subparts A, B, J, K, M and R.

x. Financial records as required by 24 CFR §92.508(a)(5) and 24 CFR§84.21−28.

b. Forms used –

i. Subrecipient will submit to the City copies of the following:
(a) HOME TBRA Operating Guidelines (_____ Policies and Procedures),
(b) copies of non-completed forms that are used; Initial Qualification Form, Client Application form, Declaration of Homelessness form, Home TBRA Rental Assistance Contract, Lease Addendum form and Household Budget Worksheet. Subrecipient will use the City's Rent Reasonableness form, the City's HOME TBRA Payment Request form, the _____ Payment Request (Client Request form) and the_____ Client Rent Calculation form.

ii. Subrecipient will utilize the OneHome script in Attachment 2 when discussing OneHome with clients.

iii. Subrecipient must display feedback poster in public, client facing areas at all times.

c. Retention – The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the period of Subsidy Payments terminates. Notwithstanding the above, if there are litigation matters, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

d. Client Data – The Subrecipient/Administrator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, family size, family type, race, ethnicity, number of bedrooms in each unit, total rent paid by tenant, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

e. Disclosure – The Subrecipient/Administrator understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient/Administrator's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

f. Property Records – If applicable, the Subrecipient/Administrator shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "*Affordability Requirements*" restrictions specified in Section 8 of this Agreement.

g. Final Payment – Final payment to the Subrecipient/Administrator by the City under this Agreement shall not be made until all final payment requirements are completed. Activities for final payment shall include, but are not limited to:

i. Making final payments;

ii. Submitting final invoices, reports, and documentation;

iii. [intentionally omitted];

iv. Remitting any accounts receivable to the City;

v. Determining the custodianship of records; and

vi. Subrecipient/Administrator shall comply with the guidelines for financial and compliance audits of federally assisted programs per 2 CFR Part 200.

Nothing in this section shall be construed as relieving the Subrecipient/Administrator of its documentation and reporting requirements related to compliance with the project's long-term affordability period as detailed in the Scope of Services.

h. Audits & Inspections – All Subrecipient/Administrator records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees, or the federal government, at any time during normal business hours, as reasonably deemed necessary by the City, but no more than once in any 12-month period, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient/Administrator hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient/Administrator within 30 days after receipt by the Subrecipient/Administrator. Failure of the Subrecipient/Administrator to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

i. Access to Records – The Subrecipient/Administrator shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

18. **Quarterly Progress Reports.** Subrecipient shall submit quarterly progress reports to the City in a form approved or directed by the City on or before each April 30, July 31, October 31, and January 31, which shall include all of the following information regarding Subrecipient's activities during the prior quarter:

a) The number of TBRA applications received, processed, approved, and disproved.

b) The number of Housing Units inspected, approved, and disapproved and a description of any corrective work performed by Landlords to comply with HQS.

c) The number of Eligible Households assisted, including specific information regarding the number of and ages of all household members, income categories, types and amounts of assistance provided to each Eligible Household, and remaining terms of assistance expected to be provided to

such households.

d) Description of each Eligible Household's participation in required self- sufficiency program and other optional social and supportive Services provided or otherwise made available to each Eligible Household.

e) Budget reconciliation information, including year-to-date expenditures and remaining balance available for Subsidy Payments in accordance with the Budget and the Agreement.

f) Number of additional Eligible Households Subrecipient expects to qualify and assist within the following three-month period.

g) Updated schedule for performance of the Services under the Agreement, including a schedule for qualifying and assisting additional Eligible Households as permitted by the Budget.

h) Information regarding any complaints received from Applicants or Eligible Households and any correspondence received from community members or organizations or other nonprofit organizations regarding the TBRA Program or specific activities or individuals involved in the TBRA Program.

i) The City provides all necessary HOME Matching Contributions.

19. Performance Monitoring.

a) Meetings - Subrecipient shall be available to attend meetings with City staff annually or as needed to review Subrecipient's activities and progress under this Agreement and to ensure the TBRA Program is progressing smoothly and coordinating effectively and efficiently with City's Emergency Services Grant Program and the House Aurora Partnership.

b) CITY Oversight and Review - City will monitor the performance of the Subrecipient against the goals and performance standards set forth in this Agreement. From time to time, City shall be entitled to audit and review Subrecipient's performance of the Services in accordance with the terms of the Agreement and compliance with the HOME Program. Substandard performance as determined by the City will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated.

20. Agreement Suspension – If the Subrecipient/Administrator fails to comply with any contractual provision, the City may, after notice to the Subrecipient/Administrator and the expiration of applicable notice and cure periods, suspend the contract and withhold further payments or prohibit the Subrecipient/Administrator from incurring additional obligations of contractual funds, pending corrective action by the Subrecipient/Administrator or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which the Subrecipient/Administrator could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project. The City acknowledges and agrees that Subrecipient/Administrator's investor limited partner shall have the right, but not the obligation, to cure any default of Subrecipient/Administrator hereunder, which shall be accepted by City as if tendered by

Subrecipient/Administrator.

21. Agreement Termination – This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding – The parties hereto expressly recognize that the Subrecipient/Administrator is to be paid, reimbursed, or otherwise compensated with federal HOME funds, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, the Subrecipient/Administrator expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds by the City. In the event that the City thereof does not receive such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause – If the Subrecipient/Administrator shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if the Subrecipient/Administrator shall violate any of the covenants, agreements, or stipulations of this Agreement and fail to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such thirty (30) day period, the cure period to be extended as long as reasonably necessary so long as Subrecipient/Administrator commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Subrecipient/Administrator of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

Notwithstanding the above, the Subrecipient/Administrator shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient/Administrator, and the City may withhold any payments to the Subrecipient/Administrator for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient/Administrator is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements – Upon the existence of a failure to fulfill and obligation after written notice, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after 30 days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by the Subrecipient/Administrator, the City shall have the right to accelerate any outstanding obligations of the Subrecipient/Administrator, which shall be immediately due and payable.

22. Modification and Amendment

a) Modification by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications – The Subrecipient/Administrator shall follow the revision procedures outlined below if programmatic or budgetary modifications are desired:

i. The Subrecipient/Administrator must submit a written request to the City and obtain prior written approval from the City, which shall not be unreasonably withheld, under the following circumstances:

(1) when any budget transfers to or between budget categories are proposed that increase or decrease any budget category (other than due to the use of contingencies) by more than 30%;

(2) when the scope, objective, eligibility, or completion date of the Project changes materially;

(3) when additional or less HOME funding is needed;

(4) when revisions pertaining to the addition of other activities are proposed; and

(5) when material revisions to approved building/construction or site plans are being made.

ii. Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

(1) when the scope, objective, eligibility, or completion date of the Project changes substantially, as reasonably determined by the City; or

(2) when any additional or less HOME funding is needed.

Under such circumstances, the City's approval is not binding until memorialized in the Agreement amendment.

iii. Other Modifications – If either the City or the Subrecipient/Administrator desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above, written notice of the proposed modification shall be given to the other party. Except for certain unilateral modification rights expressly reserved by the City within this Agreement, no such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

23. Integration – This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or

contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed, and approved pursuant to applicable law.

24. Conflict of Interest – The Subrecipient/Administrator is subject to the conflict-of-interest provisions under 24 CFR Part 92.356(f):

a) No Subrecipient/Administrator, Subrecipient/Administrator, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the Subrecipient/Administrator, Subrecipient/Administrator, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Subrecipient/Administrator, Subrecipient/Administrator, or sponsor, whether private, for-profit or nonprofit, including a community housing development organization (CHDO) when acting as an Subrecipient/Administrator, Subrecipient/Administrator, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in 24 CFR 92.252(e) or 92.254(a)(4). This provision does not apply to an employee or agent of the Subrecipient/Administrator or Subrecipient/Administrator of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

b) Exceptions. Upon written request of a housing Subrecipient/Administrator or Subrecipient/Administrator, the City may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the Subrecipient/Administrator's or Subrecipient/Administrator's HOME- assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;

iv) Whether the affirmative marketing requirements of Sec. 92.351, if applicable, are being observed and followed; and

v) Any other factor relevant to the participating jurisdiction's determination, including the

25. Compliance with Applicable Laws – At all times during the performance of this Agreement, the Subrecipient/Administrator shall strictly adhere to all applicable federal and City laws,

orders, and all applicable standards, regulations, interpretations, or guidelines issued pursuant thereto. The applicable federal laws and regulations include:

a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 49 CFR Part 24, 24 CFR Part 42 (subpart B) and Section 104(d) "Barney Frank Amendments," providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to Subrecipient/Administrators of property to be acquired a written summary of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

b) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 49 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to state or local law, or the Subrecipient/Administrator must adopt a written policy available to the public describing the relocation payments and assistance that will be provided.

c) Davis-Bacon Act and Related Act Subrecipient/Administrator will comply with the requirements of the Davis-Bacon Act (24 CFR § 92.354) as amended to include payment of wages as outlined in Exhibit A attached to and incorporated into this Agreement, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The provisions of the Davis-Bacon Act do not apply to a construction (rehabilitation or new construction) of housing that includes a total of less than 12 or more units assisted with HOME funds. The provisions of the Davis-Bacon Act apply to any construction contract that will have a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. The Davis-Bacon Act applies to a single construction project using multiple construction contracts that will have a total of 12 or more HOME-assisted units. (24 CFR § 92.354(a)(2))).

d) Contract Work Hours and Safety Standards Act as amended (40 USC 327-333) requiring that mechanics and laborers employed on Home funded projects, that exceed 11 HOME-Assisted Units shall be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

e) Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally financed or assisted construction activities.

f) The Lead-Based Paint Poisoning Prevention Act of 1971 (42 USC 4821), 24 CFR Part 92(92.355), 24 CFR § 35.930 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of

the symptoms end treatment of lead- based paint poisoning.

g) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 (u)), as amended, and 24 CFR part 75 providing that, to the greatest extent feasible, opportunities for training and employment that arise through projects receiving HUD assistance, will be directed to low or very-low-income persons of the project area, and that contracts be awarded to Section 3 businesses concerns located in the project area. The Subrecipient/Administrator shall certify the Section 3 status of all contractors and shall abide by and include the following Section 3 clause in all applicable project contracts:

§ 75 Section 3 clause.

A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Agreement the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before

the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

h) Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d)), 24 CFR Part 1 prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.

j) The Fair Housing Act (42 USC 3601-20), as amended, and 24 CFR Part 100-115 prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.

k) Executive Order 14173 (January 21, 2025) that ended illegal discrimination under the guise of so-called "diversity, equity, and inclusion" (DEI) or "diversity, equity, inclusion, and accessibility" (DEIA) and restored merit-based opportunities..

l) Executive Order 12372, Special Contract Condition Water or Sewer Facilities. Notwithstanding any other provision of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt or written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The City shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

m) Section 504 of the Rehabilitation Act of 1973 (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

n) Age Discrimination Act of 1975, (42 USC 6101), as amended, and 24 CFR Part 146 providing that no person shall be excluded from participation, denied program benefits,

or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

o) Conditions for Religious Organizations – Religious organizations must comply with CFR Part 24, Subpart C, 570.200 (j) and 24 CFR Part 92 (92.257).

p) Compliance with anti-discrimination laws – Subrecipient, to the extent possible, shall remain in compliance with any state or local government affirmative action contractual or statutory requirements that do not violate federal anti-discrimination laws.

26. Monitoring and Evaluation – The City's Community Development Division shall monitor this Agreement in accordance with the City's Subrecipient Policies and Procedures.

The Agreement will also be subject to monitoring and evaluation by HUD.

27. Severability – To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

28. Binding on Successor – Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the parties or any sub-awardees hereto, and their respective successors and assigns.

29. Assignment or Transfer – Subject to other provision of this agreement, neither party hereto may sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest, or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release the Subrecipient/Administrator of liability under this Agreement unless such release is approved by City in writing.

30. Equal Employment Opportunity/Nondiscrimination

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

The Subrecipient shall not discriminate against anyone in the services provided because of an individual's race, Including hair texture, hair type, hair length, or protective hairstyle commonly or historically associated with race), creed, color, religion, sex (including gender identity, gender expression, sexual orientation), national origin, disability, veteran or military status, familial status, religion, or ancestry, in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such

that all individuals and groups, clients, participants, and/or employees will be treated equally without discrimination. The Subrecipient understands and agrees that any act of discrimination may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

31. Lobbying – The Subrecipient/Administrator assures and certifies 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 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 a 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 offer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

d) it understands that 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.

32. Survival of Certain Contract Terms – Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement t shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by the Subrecipient/Administrator or its subcontractors.

33. Indemnification –Subrecipient/Administrator shall indemnify, save and hold harmless the City, its employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Subrecipient/Administrator, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement; provided, Subrecipient/Administrator shall not be required to indemnify, save and hold harmless under this Section 32 for any indemnitee's gross negligence or willful misconduct.

34. Special Provisions – Because the Subrecipient/Administrator is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by the Subrecipient/Administrator on any project or activity. The City shall have no duty or obligation to provide any additional funding to the Subrecipient/Administrator if its project or activity cannot be completed with the funds allocated by the City to the Subrecipient/Administrator. Any cost overruns shall be the sole responsibility of the Subrecipient/Administrator.

a) The Subrecipient/Administrator agrees that all funds allocated to it for an approved project or activity shall be used solely for the purpose approved by the City. Said funds shall not be used for any non-approved purposes.

b) The Subrecipient/Administrator agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional HOME funding.

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

Commercial General Liability Insurance - The Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a minimum period of three (3) years after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents, and representatives shall be named as Additional Insureds by endorsement.

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

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

Workers' Compensation and Employers Liability Insurance - Contractor shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Contractor shall maintain Employers' Liability Insurance with minimum limits of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance - Contractor shall maintain an Umbrella/Excess Liability insurance policy on an occurrence basis in excess of the general liability and coverages specified above,

with minimum limits of Two Million Dollars ($2,000,000) per occurrence. The coverage shall be as broad as the underlying general liability and automobile liability policies set forth above. The City, its elected and appointed officials, employees, agents, and representatives shall be named as Additional Insureds by endorsement.

Pollution Legal Liability Insurance - The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

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

Professional Liability Insurance - The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor, and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk - The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk - Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements - Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents, and representatives as additional insureds by endorsement.

Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

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

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to particular circumstances, including increased risk or scope of work. The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

Self-Insurance/Deductible - If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of Builder's Risk.

Subrecipient/Administrators are required to either ensure that all Contractors and subcontractors are insured under the Subrecipient/Administrator's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Agreement.

Bonding – If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more,

the Subrecipient/Administrator shall secure a Performance Bond and a Payment Bond in the amount of at least one hundred percent (100%) of the Agreement price, with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bonds to be released at the sole direction of the City.

36. Procurement Standards and Methods

a) General Standards – With respect to procurement of supplies and other expendable property, equipment, real property and other services with HOME funds, the Subrecipient/Administrator shall procure in accordance with the City of Aurora HOME Policies and Procedures for Subrecipient/Administrators, Subrecipient/Administrators, Subrecipient/Administrators or Sponsors, as approved by the City.

b) Equipment – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment that is not a part of or built into a structure (which shall not be "equipment" for purposes of this Section 35(b)) must have prior approval by the City before any expense is incurred. The Subrecipient/Administrator shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the City upon termination of this Agreement.

c) DEBARRED Contractors – Per 24 CFR Part 5, HOME funds may not be used to employ directly or indirectly, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension, or placement of ineligibility status. The Subrecipient/Administrator shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

37. Grantor Recognition – The Subrecipient/Administrator shall insure recognition of the role of the City of Aurora, Colorado Community Development Division HOME Program funds in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient/Administrator will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

The Subrecipient/Administrators shall register this project with the Aurora Housing Locator webpage (MyHousingSearch.com/Aurora) within 60 days of obtaining a Certificate of Occupancy and maintain that registration throughout the projects affordability period of twenty (20) years.

38. State and City Law Compliance – All responsibilities of the Subrecipient/Administrator enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules, and regulations.

39. Illegal Aliens
Subrecipient/Administrator shall:

a) verify the identity and employment authorization of each person they hire;

b) complete and retain a Form I-9, Employment Eligibility Verification, for each employee; and

c) Refrain from discriminating against individuals on the basis of national origin or citizenship.

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

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

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

City: Manager Community Services Division City of Aurora, Colorado
15151 East Alameda Parkway Aurora, Colorado
80012

Subrecipient/Administrator: _____,
Aurora Housing Authority
2280 S. Xanadu Way
Aurora, CO 80014
Laura Gets, Director of Family Services

Signatures on next page

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS _____DAY OF _____, 2025.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services Department

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR

_____

Laura Getz. Director of Family Services

EXHIBIT A

Scope of Services

1. **Project Description**
    a. Aurora@Home serves families with dependents experiencing literal homelessness in the city of Aurora by providing Rapid Rehousing program. Programs consist of housing stabilization services in the form of rental assistance, case management, landlord mediation, and eviction prevention. AHA case managers meet with families monthly for home visits where they assess strengths of the families and housing stabilization goals. AHA works closely in collaboration with ADWorks! to connect families to eligible benefits and assist them in working towards educational and employment pathways. Families work to increase income to be able to maintain their housing after the program ends. The program adheres to the following evidence-based practices to inform policy and to carry out services: Progressive Engagement; Trauma Informed Care; Motivational Interviewing; Strengths Based Methodology; Harm Reduction; Social Identity Theory; and Family Systems Theory.
2. **Staffing Cost**
    a. N/A
3. **Direct client services**
    a. The following services will be provided through the HOME TBRA funding:
        i. Rapid ReHousing: Providing housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Case Management can be a part of this program to assist with obtaining and maintaining housing.

    b. Families with a dependent in the household who are experiencing literal homelessness in Aurora
    c. Will this funding be for direct assistance to clients?

Yes

        i. Current Income Statements
            1. Paystubs, Work Number Verification, Employment Verification Form, Proof of Child Support, Proof of Public Benefits, and Self-Certification of Zero Income form
        ii. W9 From Creditor/Landlord
            1. W-9 will be kept on file
        iii. Photo ID
            1. State issued ID or passport
        iv. Ledger/Eviction Notice
            1. Collected and kept on file
        v. Utilities Bill
            1. AHA has Energy Outreach Colorado Fund to assist with utilities. AHA will not utilize HOME funds for utilities
        vi. Lease
            1. Signed copy of the lease will be kept on file
    d. All HMIS intake and exit paperwork will be kept in the file. Households will be enrolled in OneHome. Case Managers will input status and annual assessments, track services and capture case notes utilizing HMIS.
4. **Shelter Operational Costs**
    a. N/A

5. **Performance Goals**
    a. AHA will utilize HUD and NAEH Performance Benchmarks for RRH
        i. Households move into housing in an average of 30 days of less from program entry
        ii. 80% of households exit the program into a permanent housing destination
        iii. 85% of households that exit to permanent housing and do not become do not become homeless again within a year
    b. AHA has a history of meeting HUD and NAEH performance benchmarks
        i. To date in 2025, AHA served 41 individuals, which included 15 adults and 26 children under the age of 18
            1. 84.6% of households who exited thus far in 2025, exited to a permanent housing destination.
            2. To date this year, AHA has utilized City of Aurora HOME TBRA funds to assist 20 individuals securing housing through assistance provided through AHA's RRH and HP program in 2025. The average family served was housed within 22 days of program entry.

Exhibit B

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Aurora Housing Authority

NAME OF PROJECT: Aurora@Home RRH

POINT OF CONTACT FOR THE PROJECT: Laura Getz

FUNDING SOURCE REQUESTED: HOME-TBRA

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Rapid Rehousing	Rental Assistance and Security Deposits	$ 200,000.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 200,000.00

Attachment 1
HOME-TBRA Application

Attachment 2
OneHome Script

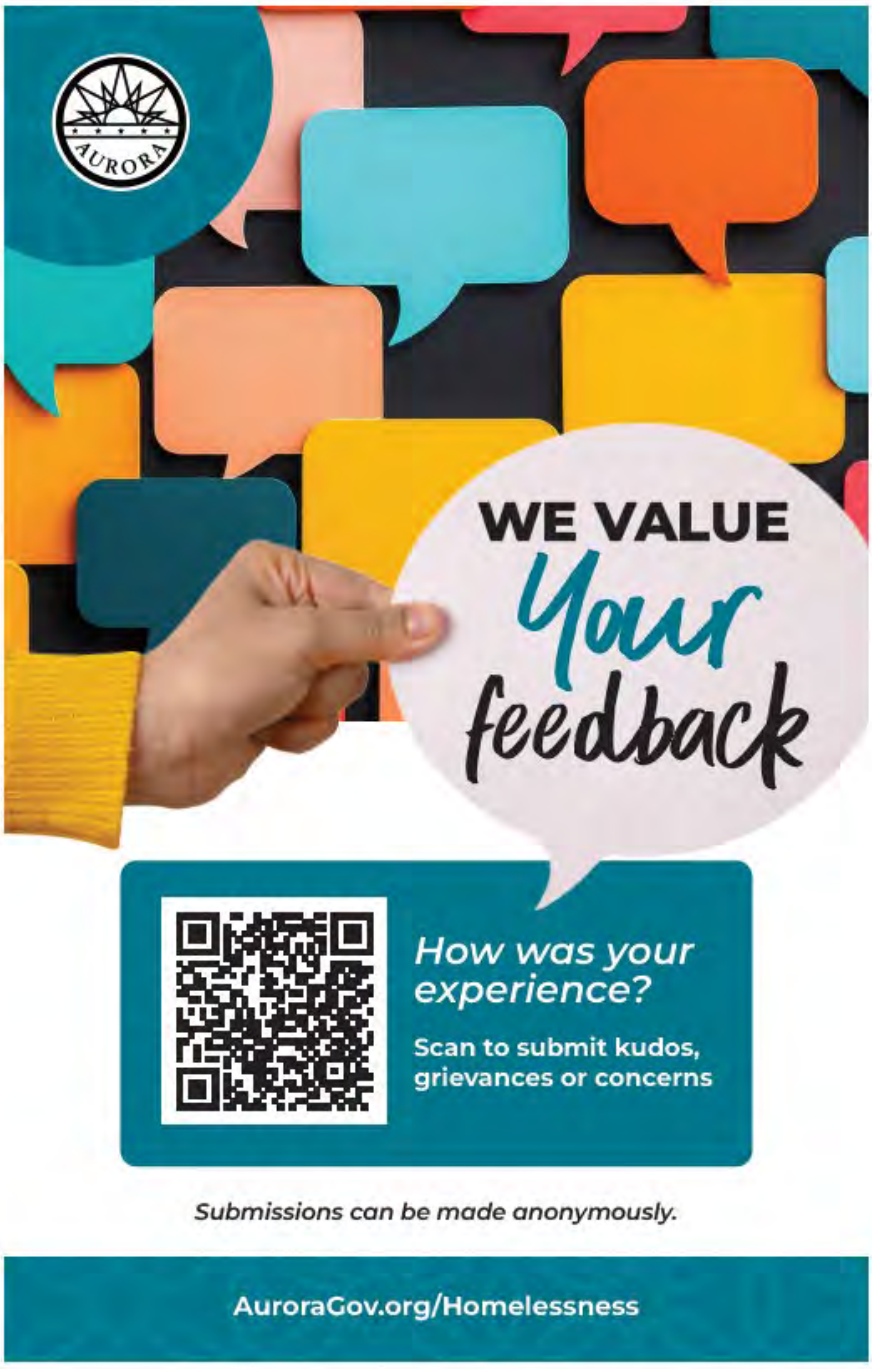
Script for Discussing Coordinated Entry with Clients

"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 3
Feedback Poster



CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Emergency Solutions Grant
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations Advance Pathways is being recommended to receive $140,868 Emergency Solutions Grant Funds. These funds will cover staffing costs.

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.)

$140,868 Emergency Solutions Grant

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 support the recommendation to award Advance Pathways with $140,868 of Emergency Solutions Grant?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

Emergency Solutions Grant ESG (Regular)
CFDA 14.231 Award E -MC-08-0002
Re: Advance, Inc.
Subrecipient Agreement
For Shelter Operations

THIS AGREEMENT is entered into by and between the City of Aurora, Colorado, a municipal corporation, hereinafter referred to as the "City", and Advance, Inc., with a principal office street address of 101 Monroe Street, Denver, Colorado 80206, Unique Entity ID # FF8HU8SENEG9, acting as Subrecipient/Administrator of Emergency Solutions Grant (ESG), for the Aurora Regional Navigation Campus located at 15500 E. 40th Avenue, Denver, Colorado, 80239, hereinafter to as "Subrecipient/ Administrator".

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Stewart B. McKinney Homeless Act of 1987, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, and the National Affordable Housing Act of 1990, has established the **Emergency Shelter Grant** (ESG) Program and has allowed States, territories, and qualified metropolitan cities and urban counties to administer such federal funds to help improve the quality of emergency shelters for the homeless, to help make available additional emergency shelters, and to help meet costs of operating emergency shelters and of providing essential social services to homeless individuals, so that these individuals have access to safe and sanitary shelters and supportive services and homelessness prevention services and other types of assistance to improve their situations; and

WHEREAS, the City has elected to administer such federal funds for its entitlement areas through the Housing and Community Services, Homelessness Division; and

WHEREAS, on May 20, 2009, the President signed into law Public Law 111-22 ("PL 111-22"). PL 111-22 consisted of two divisions. The first division, Division A, was entitled the Helping Families Save Their Homes Act of 2009. The second division, Division B, the "Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009" ("HEARTH Act"), amended the McKinney-Vento Homeless Act. The HEARTH Act modifies the existing **Emergency Shelter Grants** and renames it the **Emergency Solutions Grants Program** ("ESG"). The modification of ESG increases the eligible activities under the program. These activities may include the following services provided in shelters or as part of street outreach: prevention, rapid re-housing, emergency shelter activities, family support services for homeless youth, victim services and mental health services. It also expands homelessness prevention activities to include homelessness prevention and re-housing activities—short- or medium-term housing assistance, housing relocation or stabilization services, housing search, mediation or outreach to property owners, legal services, credit repair, security or utility deposits, utility payments, and assistance with moving costs—for people who are homeless or at risk of homelessness. In addition, the HEARTH Act makes **HMIS participation** a statutory requirement for ESG Recipients and Subrecipients. Victim service providers must use a comparable database that produces unduplicated, aggregate reports instead.

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

WHEREAS, the City has received applications from non-profit organizations to receive Emergency Solutions Grant funds; and

WHEREAS, the Subrecipient was granted, through the Program, funds for an Emergency Solutions Grant; and

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

1. DEFINITIONS -CITY and HUD are defined in 24 CFR part 5. "City, as the Grantee, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided. HUD means the same as Department.".

   ADMINISTRATIVE COSTS means the eligible costs as the term is defined in 24 CFR 576.108. Administrative costs are not an eligible drawdown offered to subrecipients.

   AT RISK OF HOMELESSNESS or HOMELESSNESS PREVENTION means providing housing relocation and stabilization services and short' and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "*at-risk-of- homelessness"* definition in 24 CFR 576.2, and meeting the criteria described in paragraphs 2, 3, or 4 of the "*homeless"* definition in 24 CFR 576.2.

   i. An individual or family who:
   ii. Has an annual income below 30 percent of median family income for the area, as defined by HUD;
   iii. Does not have sufficient resources or support network, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section;
      1. Meets one of the following conditions:
      2. Has moved because of economic reasons two or more times for 60 days immediately preceding the application for homelessness prevention assistance;
      3. Is living in the home of another because of economic hardship;
      4. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
      5. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
      6. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
      7. Is existing a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care, or other youth facility, or correction program or institution); or

8. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the City's approved consolidation plan.

HOMELESS means in 24 CFR 576.2(2), (3), and (4).

i. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

ii. An individual or family who will imminently lose their primary nighttime residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

iii. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
4. Can be expected to continue in such status for an extended period of time

because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

iv. Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

CONSOLIDATED PLAN or ("the plan") means the plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the ESG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

CONTINUUM OF CARE (CoC) is a regional planning body organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of people experiencing homelessness and persons at risk of homelessness for a specific geographic area. 24 CFR 91.5 and 24 CFR 576.2. The Metro Denver Homeless Initiative (MDHI) is the CoC in which Aurora belongs. Seven counties and multiple cities are part of the MDHI CoC.

CONTRACT PERIOD shall mean the effective date of this agreement and time given for performance.

COST OBJECTIVE means a program, function, activity, award, organizational subdivision, contract, or work unity for which a provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc.

DIRECT COSTS means those costs that can be identified specifically with a particular final cost objective. See, 24 CFR 200.413.

ESG means the Emergency Solutions Grant Program as funded by HUD and governed by requirements HUD establishes in accordance with the Act.

ESG means the Emergency Solutions Grant Program as funded by HUD and governed by requirements HUD establishes in accordance with the Act.

FORMULA CITY OR COUNTY a formula City or County is one in which the Community

Development Block Grant (CDBG) Program provides annual grants based on statutory formula to entitled cities and counties. Eligible are metropolitan cities with populations of at least 50,000 and qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities).

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) means the information system designated by the Continuum of Care (CoC), Metro Denver Homeless Initiative (MDHI) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. 24 CFR 91.5 and 576.2 Domestic Violence Programs are exempt from HMIS and utilize a comparable data base.

METROPOLITAN CITY means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding fiscal year for which emergency shelter grants are made available. 24 CFR 576.2.

ONE HOME is the name of our Coordinated Entry/Homeless Management Information System (HMIS) system for the Metro Denver Homeless Initiative (MDHI) (Continuum of Care (CoC) and is a collaboration between many agencies (within the MDHI CoC) to create a coordinated intake process to identify housing solutions for persons experiencing homelessness and who have the greatest needs. HUD requires every ESG funded program or project to use this assessment system. 24 CFR 576.400(d).

PRIVATE NON-PROFIT ORGANIZATION is an eligible Subrecipient of ESG funds from the City. The term private non-profit organization means a private non-profit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986, and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private non-profit organization does not include a governmental organization, such as public housing agency or housing finance agency. 24 CFR 576.2.

PROJECT ACTIVITY shall mean the activity therein described in Section 3, Statement of Work and Exhibit A of this agreement.

RESPONSIBLE ENTITY means as the term is defined in 24 CFR 58.2 of this title, Environmental Review Procedures for Entities. "…is the unit of general local government with land use and building permit jurisdiction for the project site, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state."

SAGE REPORTING Subrecipients with HUD funding received through the Emergency Solutions Grants (ESG) Program are required to submit ESG activities annually in the Sage reporting System. The subrecipient enters data into HMIS and the HMIS System converts the data to a Comma Separated Value (CSV) download, which is then input into the Sage System.

STATE means each of several States, the Commonwealth of Puerto Rico.

TERRITORY means each of the following: The Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and any other territory or possession of the United States.

SUBRECIPIENT means a unit of general-purpose local government or private nonprofit organization to which a recipient makes available Emergency Solutions Grant funds.

UNIT OF GENERAL LOCAL GOVERNMENT means and city, county, town, township, parish, village, or other general-purpose political subdivision of a State.

2. **Purpose**

The purpose of this agreement is to provide funding for project activities approved by the City under the Emergency Solutions Grant Program, for fiscal year 2025, as described in attached Exhibit A.

3. **Statement of Work**

The Subrecipient will engage in the following project activities:

Provide Homelessness Prevention Rental Assistance for homeless families and individuals as described in the Scope of Work, **Exhibit A**.

4. **Effective Date and Time of Performance**

This agreement takes effect on date of execution of this agreement. The activities to be performed by the Subrecipient will be completed on or before December 31, 2026.

The initial term of this Agreement is one year and may be renewed with mutual consents of the parties for an additional one-year term. The initial term will begin January 1, 2026, and end on December 31, 2026.

5. **Budget.**

The total amount to be awarded to the Subrecipient under this agreement shall not exceed $140,868.00 in ESG funding from the City. See Exhibit B.

Subrecipient may modify the budget line items only after having requested and received prior written approval of the adjustment from the City. A change in the budget 10% and under will mean a memo to the agency file. However, a change above 10% will require a formal amendment.

6. **General Provisions and Expenditure Limits**

Emergency Solution Grant funds may be used for five (5) components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS. The five program components and the eligible activities that may be funded under each are set forth in 24 CFR 576.101 through 24 CFR 576.107.

Subject to the cost principles in 2 CFR part 200, subpart E, and other requirements in this part, employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS are eligible costs of those program components. 24 CFR 576.100(d).

7. **Street Outreach**

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under 576.2. The eligible costs and requirements for essential services consist of:

a. **Engagement.** The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
b. **Case management.** The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
c. **Emergency health services**.
    i. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
    ii. ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
    iii. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
d. **Transportation**. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
    i. The cost of a program participant's travel on public transportation;
    ii. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
    iii. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which

staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

iv. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

e. **Services for special populations**. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8. **Emergency Shelter Component**

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

9. **Essential Services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

a. **Case management**. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

i. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);

ii. Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility;

iii. Counseling;

iv. Developing, securing, and coordinating services and obtaining Federal, State and local benefits;

v. Monitoring and evaluating program participant progress;

vi. Providing information and referrals to other providers;

vii. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

viii. Developing and individualized housing and service plan, including planning a path to permanent housing stability.

b. **Childcare**. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

c. **Education services**. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

d. **Employment assistance and job training**. The costs of employment assistance and job

training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

e. **Outpatient health services**. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.

f. **Legal services**.
    i. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
    ii. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.
    iii. Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
    iv. Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
    v. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
    vi. Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

g. **Life skills training**. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

h. **Mental health services**.

i. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
ii. ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.
iii. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
iv. Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

i. **Substance abuse treatment services**.
i. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
ii. ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
iii. Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

j. **Transportation**. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:
i. The cost of a program participant's travel on public transportation;
ii. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
iii. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
iv. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

k. **Services for special populations**. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

l. **Renovation**. Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

m. **Shelter operations**. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter

is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

n. **Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)**. Eligible costs are the costs of providing URA assistance under 24 CFR 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

10. **Homelessness Prevention**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

11. **Rapid Re-Housing Assistance**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

12. **Housing Relocation and Stabilization Services Financial Assistance Costs**

Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

a. **Rental application fees**. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
b. **Security deposits**. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
c. **Last month's rent**. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which

cannot exceed 24 months during any 3-year period.

d. **Utility deposits**. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
e. **Utility payments.** ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
f. **Moving costs**. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
g. If a program participant receiving short- or medium-term rental assistance under 24 CFR 576.106 meets the conditions for an emergency transfer under 24 CFR 5.2005(e) and 24 CFR 92.359(g), ESG funds may be used to pay amounts owed for breaking a lease to affect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under 24 CFR 576.106.
h. **Services costs**. Subject to the general restrictions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay the costs of providing the following services:
    i. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
        1. Assessment of housing barriers, needs, and preferences;
        2. Development of an action plan for locating housing;
        3. Housing search;
        4. Outreach to and negotiation with owners;
        5. Assistance with submitting rental applications and understanding leases;
        6. Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
        7. Assistance with obtaining utilities and making moving arrangements; and
        8. Tenant counseling.

i. **Housing stability case management**. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
    i. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
    ii. Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
    iii. Counseling;

iv. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
v. Monitoring and evaluating program participant progress;
vi. Providing information and referrals to other providers;
vii. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
viii. Conducting re-evaluations required under 24 CFR 576.401(b).

j. **Mediation**. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

k. **Legal services**. ESG funds may pay for legal services, as set forth in 24 CFR 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

l. **Credit repair.** ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

m. **Maximum amounts and periods of assistance**. The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

n. **Use with other subsidies.** Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

13. **Housing counseling**. Housing counseling, as defined in 24 CFR 5.100, that is funded with or provided in connection with ESG funds must be carried out in accordance with 24 CFR 5.111. When recipients or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in 24 CFR 5.100, and therefore are not required to be carried out in accordance with the certification requirements of 24 CFR 5.111.

14. **Disbursement of Funds**

ESG funds shall not be obligated or utilized for any activities requiring a release of funds by the City under the Environmental Review Procedures for the ESG program at 24 CFR Part 58 until release is issued in writing. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any Federal laws and authorities cited at 58.5 the City must make and document such a determination of exemption prior to incurring costs for such activities.

ESG Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Emergency

Solutions Grant funds with each drawdown request. Emergency Solutions Grant funds shall be disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: Payment vouchers, performance reports, paid receipts; supporting documentation of matched funds attached with every payment request, and upon the City's review and approval, the City shall issue a check within its standard accounts' payable procedures, 30 days from the receipt of invoice packet.

Payment Requests will be dispersed for services quarterly, 50% by end of Quarter 2, 75% by end of Quarter 3 and 100% by Agreement completion (Quarter 4). Lack of drawdowns may affect future/current grant allocations.

15. **Matching Funds Requirements**

The Subrecipient must match 100% of the awarded funding provided by ESG with funds from other sources. These funds must be provided after the date of the grant award. Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, 24 CFR 576.201. However, the following requirements apply to matching contributions from a federal source of funds:

The Subrecipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant ("ESG") funds.

If ESG funds are used to satisfy the matching requirements of another federal program, funding from that program, funding from that program may not be used to satisfy the matching requirements under this section.

Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.

Contributions that have been or will be counted as satisfying a matching requirement of another federal grant or award may not count a satisfying the ESG matching requirement. Matching funds can be cash or noncash contributions.

100% match of ESG funds is required for Rapid Re-Housing activities and Homelessness Prevention activities. Supporting documentation should be attached for available match with every payment request.

16. **Records HMIS**

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement and according to the requirements of 24 CFR 576.500.

According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients served in that bed (or service) and discloses that information through agreed

upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies, a comparable data base should be utilized.

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

a. Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identification number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the ESG project—(such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type
b. Number of participants in each Subrecipients' ESG project (i.e., average number served daily and yearly);
c. Type of services or housing assistance provided by Subrecipient; number of meals served, additional services offered (and numbers utilizing those services), number of crisis calls received, numbers of persons referred through the Aurora Police Department, number of shelter nights provided
d. Shelter type: shelter, detoxification, unaccompanied youth, overnight, family, domestic violence
e. Other sources of funding to support the ESG project.
f. The Subrecipient shall maintain compliance with MDHI's ESG HMIS Agency Data Sharing Agreements.
g. The Subrecipient shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.
h. The Subrecipient shall enter all eligible households into OneHome.

17. **Performance Reporting.**

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

a. Quarterly reports and client rosters, which include HMIS and the Performance Audit Report, are due within thirty (30) days of the end of each quarter:
    i. First quarter from January 1, through March 31, due on or before April 30 of the same year.
    ii. Second quarter from April 1, through June 30, due on or before July 30 of the same year.
    iii. Third quarter from July 1, through September 30, due on or before October 31 of the same year.
    iv. Fourth quarter from October 1, through December 31, due on or before January 30, of the following year.
    v. If a second year of funding is granted, then reports will continue as above for the subsequent year.

b. There is no longer an extended grace period for quarterly reports. Late HMIS and Performance Audit Reports may affect future grant allocations.

Year End report and HMIS/SAGE report and the Performance Audit Report covering January 1, through December 31, of the funding year are due within thirty (30) days of December 31, or before January 30, of the following year. Although no program

expenses may be reimbursed until this Agreement is executed. (If granted a second year of grant funds, the "Year End" reporting will follow the same process as above.)

The Subrecipient, which is a non-federal agency, that expends $750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

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

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

Performance Monitoring and Performance Measures - The federal Department of Housing and Urban Development (HUD) and Continuum of Care (CoC) Program Interim Rule requires project level and system level performance monitoring and project level compliance monitoring. **This requires poor performers to improve or possible action to be taken.**

The CoC/ESG Performance Monitoring and Evaluation Policies and Procedures document establishes the process by which the CoC will:

Set annual performance measures and targets in consultation with the COC Board;

a) Monitor CoC and ESG recipient performance;

b) Evaluate and report outcomes;

c) Provide technical assistance to poorly performing projects; and

d) Identify poor performers for technical assistance or further action. See 24 CFR 578.7(a)(6) and 24 CFR 578.65, Subpart E.

18. **Uniform Administrative Requirements**

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards" aka "Super Circular"; and shall comply with applicable sections of 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

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

If the Subrecipient shall procure services with ESG Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. The Subrecipient shall maintain a code of conduct to prevent conflicts of interest (personal, financial, and organizational) and use solicitations which are clear and accurately describe the materials, products, or services being procured. Subrecipients must initiate positive efforts to use small and minority-owned business to the maximum extent possible; include all applicable contract provisions in contracts; and not use the cost-plus- percentage of cost contracts. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.318 through 200.326. Cost principles shall be applied for all costs incurred whether charged on a direct cost or indirect cost basis.

Per, HUD Regulation found at 570.502, 570.610, and 79 FR 75871, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than $100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City's Purchasing Policy which is more restrictive and limits these Micro purchases to under $5,000.

19. **Other Program Requirements**

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

No person shall, on the grounds of race, color, creed, religion, national origin, sex (including gender identity, gender expression, sexual orientation and pregnancy), disability, marital status, familial status, veteran or military status, religion, national origin, or ancestry be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with ESG Funds 24 CFR 570.601.

No ESG Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions per 24 CFR 570.604 and 24 CFR 570.605.

The Subrecipient shall also:

a. Have at least one staff member attend the City's case conferencing; and

b. Have at least one one of at least two individual, either staff members or volunteers, participate in the City's annual Point in Time Count.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the relocation and displacement of persons, families, individuals, businesses, non-profit organizations, and farms as a result of activities assisted with ESG Funds under this agreement per 24 CFR 570.606.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with ESG Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons per 24 CFR 570.603 and 24 CFR 570.607.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status per 24 CFR 570.607.

The Subrecipient may provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens or aliens lawfully present in the United States as described in 49 CFR 24.208.

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

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

Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

Subrecipient must display feedback poster in public, client facing areas at all times (Attachment 2).

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

20. **Care of Personal identifying information**

a. Personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number

representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a :check", a "negotiable order of withdrawal", and a "share draft".) Personal identifying information contractor or service provider obtains from the City belongs to the City and the City is the owner of that personal identifying information and the City does not attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

b. Reasonable security practices. Third-party service providers are required to implement and maintain reasonable security and practices to protect personal identifying information that are:
    i. Appropriate to the nature of the personal identifying information disclosed to the third-party provider; and
    ii. Reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.
c. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Third-party service providers shall not disclose any personal identification information to anyone or any entity except those contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for all security breaches.
d. Disposal of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by the third-party service provider. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.
e. Disclosure of breach. When a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notifies the third-party service provider shall also notify the Community Development Division of the breach.

21. **Effect of Lead-Based Paint on ESG Projects**

ESG is governed by 24 CFR 570.600 Subpart K of the Lead-Based Paint Hazard regulations and by the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), 40 CFR 745, Subpart E. ESG projects providing essential services only, are excluded from all of the Lead-Based Paint regulations. ESG funds used for facility renovation, repair, or painting will be subject to applicable HUD and EPA Lead-Based Paint regulations.

24 CFR 576.403 Shelter and housing standards. (a) Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

22. **Violence Against Women Act (VAWA) Emergency Relocation Plan**

Applicability of VAWA protections. The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, as supplemented by this section, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016. The recipient must ensure that the requirements under 24 CFR part 5, subpart L, are included or incorporated into rental assistance agreements and leases as provided in 24 CFR 576.106(e) and (g) per 24 CFR 576.409(a).

a. **Covered housing provider.** For the ESG program, "covered housing provider," as such term is used in HUD's regulations in 24 CFR part 5, subpart L, refers to:
    i. The recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2005(e);
    ii. The housing owner for the purposes of 24 CFR 5.2005(d)(1), (d)(3), and (d)(4) and 5.2009(a);
    iii. The housing owner and the recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2005(d)(2); and
    iv. The housing owner and the recipient or subrecipient that administers the rental assistance for the purposes of 24 CFR 5.2007. However, the recipient or subrecipient may limit documentation requests under 24 CFR 5.2007 to only the recipient or subrecipient, provided that:
        1. This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement;
        2. The entity designated to receive documentation requests determines whether the program participant is entitled to protection under VAWA and immediately advise the program participant of the determination; and
        3. If the program participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

b. **Notification**. As provided under 24 CFR 5.2005(a) each recipient or subrecipient that determines eligibility for or administers ESG rental assistance is responsible for ensuring that the notice and certification form described under 24 CFR 5.2005(a)(1) is provided to each applicant for ESG rental assistance and each program participant receiving ESG rental assistance at each of the following times:
    i. When an individual or family is denied ESG rental assistance;
    ii. When an individual or family's application for a unit receiving project-based rental assistance is denied;
    iii. When a program participant begins receiving ESG rental assistance;
    iv. When a program participant is notified of termination of ESG rental assistance; and
    v. When a program participant receives notification of eviction.

c. Emergency transfer plan.
    i. The recipient must develop the emergency transfer plan under 24 CFR 5.2005(e) or, if the recipient is a state, require its subrecipients that administer ESG rental assistance to develop the emergency transfer plan(s) required under 24 CFR 5.2005(e). If the state's subrecipients are required to develop the plan(s), the recipient must specify whether an emergency transfer plan is to be developed for:
    ii. Once the applicable plan is developed in accordance with this section, the recipient

and each subrecipient that administers ESG rental assistance must implement the plan in accordance with 24 CFR 5.2005(e).

iii. Each emergency transfer plan must meet the requirements in 24 CFR 5.2005(e) and include the following program requirements:

1. For families living in units receiving project-based rental assistance (assisted units), the required policies must provide that if a program participant qualifies for an emergency transfer, but a safe unit is not immediately available for an internal emergency transfer, that program participant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.
2. For families receiving tenant-based rental assistance, the required policies must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to affect an emergency transfer.

d. **Bifurcation**. For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

i. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.

ii. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

e. **Emergency shelters.** The following requirements apply to emergency shelters funded under 24 CFR 576.102:

i. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.

ii. The terms “affiliated individual,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in 24 CFR 5.2003.

iii. For local guidance, see Aurora@Home Policies and Procedures.

23. **Program Outreach, affirmative Outreach and Marketing**

Tenant Selection, Target Assistance and Affirmative Marketing:

The Subrecipient must have tenant selection policies and criteria that have been approved by the City, based upon local housing needs and priorities established in the City’s 2020-2024 Consolidated Plan. The tenant selection policies may establish a preference for individual with special needs (e.g., homeless persons) or persons with disabilities.

Affirmative marketing requirements and procedures apply to the program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible person in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The Subrecipients should take steps to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program without special outreach (e.g., through the use of community organizations, employment centers, etc.).

24. **Program Requirements**

The Subrecipient must develop and provide the city with written standards for providing Emergency Solution Grant (ESG) assistance and must consistently apply those standards for all program participants. 24 CFR 576.400(d). At minimum the written standards must include:

a. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG);
b. Standards for targeting and providing essential services related to street outreach;
c. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, *e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
d. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
e. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
f. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance (these policies must include the emergency transfer priority required under 24 CFR 576.409);
g. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
h. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
i. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

25. **Shelter and Housing Standards**

Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants. 24 CFR 576.403(a).

Minimum standards for emergency shelters**.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may

also establish standards that exceed or add to these minimum standards, 24 CFR 576.403(b).

a. Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
b. Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.
c. Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
d. Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
e. Water supply. The shelter's water supply must be free of contamination.
f. Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
g. Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
h. Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
i. Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
j. Sanitary conditions. The shelter must be maintained in a sanitary condition.
k. Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

Minimum standards for permanent housing. When ESG funds are used for permanent housing under 24 CFR 576.105 or 576.106, the minimum standards in 24 CFR 5.703 apply, except that:

a. Definition of HUD housing. For the purposes of ESG, “HUD housing” in 24 CFR 5.703 means the program participant's unit, systems equipment that directly services those units, items and components within the primary and secondary means of egress from those units' doors to the public way, and common features related to the program participant's use of the building (e.g., the laundry room, community room, mail room).
b. Housing inspections. For the first 30 days in which a program participant receives homelessness prevention assistance, the recipient or subrecipient may provide services under 24 CFR 576.105(b) to help the program participant remain in their unit without inspecting the unit to determine whether it meets the minimum standards identified in this paragraph (c), except that the recipient or subrecipient must still comply with the requirements under 24 CFR part 35. Before otherwise using ESG funds under 24 CFR 576.105 or 576.106 to help a program participant remain in or move into specific housing, however, the recipient or

subrecipient must inspect that housing to confirm that it meets the requirements in this section. In addition, recipient or subrecipient must inspect the housing at least once every 12 months during the period of assistance to confirm the housing continues to meet the minimum standards in this paragraph (c).

c. Correction of deficiencies. If an inspection reveals one or more deficiencies that prevent the housing from meeting the requirements in this section, ESG funds must not be used under 24 CFR 576.105 or 576.106 with respect to that housing unless the owner corrects the deficiencies within 30 days from the date of the initial inspection and the recipient or subrecipient verifies that all deficiencies have been corrected.
d. Rental arrears. Housing for which rental arrears are paid is only subject to the requirements in this section, if a program participant is seeking to stay in that housing.
e. Additional standards. The recipient may also add standards that exceed these minimum standards.
f. Other exemptions from 24 CFR part 5, subpart G. The requirements in 24 CFR 5.703(b)(2) and (d)(6) and 5.705 through 5.713 do not apply.

26. **Avoidance of Conflict of Interest**

The federal regulations at 24 CFR 576.404 describe the conflict-of-interest requirements as follows:

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

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

27. **Assignability**

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

28. **Indemnification and Independent Contractor**

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

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

29. **Suspension or Termination**

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

a) Improper use of ESG Funds;
b) Failure to perform any of the covenants, terms or conditions in this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement;
c) Failure to submit reports as required by this agreement;
d) Failure to submit books and records as required by this agreement;
e) If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible;
f) Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development;
g) Failure to comply with any applicable local, state, and federal laws and regulations; or
h) Fails or refuses to provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the health, safety, or welfare of the community.

If the City withholds disbursement requests for ESG Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance.

For Convenience - The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City ESG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 8 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

30. **Reversion of Assets**

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 24 CFR 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the Grantee any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
b. When Program Funds are used for the acquisition of equipment, the Subrecipient shall use the

equipment for the program or project for which it was acquired as long as it is needed, whether or not the program or project continues to be supported by Program Funds. The Subrecipient may not use the equipment acquired with Program Funds to provide services for a fee. The Subrecipient shall retain adequate records regarding the description, use, and any disposition of the equipment for five years. The Subrecipient shall return all equipment purchased with ESG funds to the city at the end of this agreement termination.

At the expiration of this agreement, all unused funds at the end of contract will be returned to the City of Aurora.

31. **Lobbying**

The Subrecipient certifies that:

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

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

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

32. **Equal Employment Opportunity/Nondiscrimination**

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

The Subrecipient shall not discriminate against anyone in the services provided because of an individual's race, Including hair texture, hair type, hair length, or protective hairstyle commonly or historically associated with race), creed, color, religion, sex (including gender identity, gender expression, sexual orientation), national origin, disability, veteran or military status, familial status, religion, or ancestry, in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such

that all individuals and groups, clients, participants, and/or employees will be treated equally without discrimination. The Subrecipient understands and agrees that any act of discrimination may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

33. **Workers Without Authorization**

State and City Law Compliance – All responsibilities of the Subrecipient enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules and regulations.

a. Workers Without Authorization – the Subrecipient shall:

   i. verify the identity and employment authorization of each person they hire;
   ii. complete and retain a Form I-9, Employment Eligibility Verification, for each employee; and
   iii. Refrain from discriminating against individuals on the basis of national origin or citizenship.

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

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

34. **Insurance and Bonding Requirements**

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, the Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products and completed operations

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

accident, naming the City as an Additional Insured by endorsement.

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

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

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

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

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

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

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

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

hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

When Subrecipient start the development phase as contemplated by this Agreement Subrecipient shall verify that all contractors and subcontractors hired to perform construction work shall provide, pay for, and maintain in full force and effect the following types of insurance with the listed minimum limits of insurance as indicated below, covering the Subrecipient, their employees, contractors, subcontractors, representatives, or anyone for whose acts they may be liable.

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

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

Contractor Insurance. The Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

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

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

Pollution Legal Liability Insurance. The Contractor shall maintain a separate Contractor's

Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk. The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk. Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

For both the Subrecipient and any contractor or subcontractor the following will apply to the required insurance coverage:

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

insurance.

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

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to particular circumstances, including increased risk or scope of work. **The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of- Builder's Risk.

Bonding. If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more, the Contractor shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bond to be released at the sole discretion of the City.

35. **Notices**

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

Notices shall be sent to:
City: City of Aurora, Colorado
Attn: Homelessness Program

Manager 15151 East Alameda
Parkway
Aurora, Colorado 80012

Subrecipient: Advance, Inc.
101 Monroe Street
Denver, CO 80206

Signatures on next page

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____DAY OF _____, 2025.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR: Advance, Inc.

_____
Andrew Bogage, Development Director

Exhibit A
Scope of Services

1. **Project Description**
    a. Please provide brief description of your program/project that this funding will support

The proposed project will enhance our emergency shelter's capacity to serve and track data on high-acuity guests who experience homelessness, mental health issues, and substance-use disorders. Many people experiencing homelessness find it difficult to access traditional healthcare services; programs that bring substance-use disorder treatment into shelters are effective because addiction specialists and multidisciplinary teams meet clients where they are and deliver non-judgmental, progress-oriented services. It's also critical to have processes in place to track the impact and outcomes of this approach.

2. **Staffing Cost**
    a. Provide a list of positions and brief descriptions for positions that will be funded
        i. Addiction Specialist (FTE) – Provides substance-use disorder services to high-acuity clients in the emergency shelter. Responsibilities include counselling, motivational interviewing, and linkages to other clinical services. The specialist will also train shelter staff in trauma-informed care and coordinate with medical providers and case managers.
        ii. Data Analyst (FTE) – Administers and maintains the shelter's HMIS and OneHome data. Duties include submitting reporting, maintaining custom reporting systems, supporting database set-up and training, implementing quality assurance, and liaising with partners. The analyst will ensure timely data entry by shelter staff, run performance metrics, and assist with compliance reporting.
    b. What percentage of hours and benefits will this funding go towards
        1. Hours/Benefits: Grant funds cover salary and benefits for both of these roles.
    c. Staff to client ratio
        i. Overall Staff-to-Client Ratio: approximately 1:12

3. **Direct client services**
    a. Will this funding be for direct assistance to clients? Yes
        i. If yes, please include documentation that agency will be collecting
            1. Current Income Statements
            2. W9 From Creditor/Landlord

3. Photo ID
4. Ledger/Eviction Notice
5. Utilities Bill
6. Lease
    a. Vital documents that are obtained during case management services such as IDs, birth certificates and social security cards will be uploaded into HMIS.

b. All program participants must be entered into HMIS or comparable database. All eligible households (literally homeless) will be enrolled into One Home and have a One Home assessment completed.

What services will be provided

a. Client Services: substance-use disorder treatment, mental health support, behavioral health support, case management integration, data reporting, and performance measurement.

What population of clients will you be serving (adults, families, veterans, young adults, etc.)

a. Population Served: Adults experiencing homelessness—people age 18+, including veterans, people with disabilities, and those recovering from addiction.

Direct Assistance to Clients:

a. Funding to help clients provide vital documents. Advance staff will help clients to obtain driver's license, state identification cards and birth certificates.

HMIS & OneHome: All program participants will be entered into HMIS and assessed through OneHome's coordinated-entry system.

4. <u>Shelter Operational Costs</u>

a. What operational costs will this funding be used for

Operational Costs: Salaries and benefits.

5. <u>Performance Goals</u>

a. Define specific, measurable, achievable, relevant, and time-bound (SMART) performance goals. For example, reducing the average length of stay in shelters, increasing the number of exits to permanent housing, etc.

SMART Performance Goals

Goal 1: At least 55% of participants who engage in case management for 90 days or more will transition into stable or permanent housing.

- Specific: Facilitate successful exits from shelter or transitional housing into permanent housing.

- Measurable: At least 55% of participants who engage in case management for 90 days or more will transition into stable or permanent housing.
- Achievable: Supported by coordinated case management, partnerships with local landlords, and housing navigation assistance.
- Relevant: Aligns with Advance's mission to promote long-term housing stability.
- Time-Bound: Achieve this goal within 12 months of program enrollment for each participant.

Goal 2: Improve Employment and Income Outcomes

- Specific: Support participants in securing and maintaining employment or increasing income through training and job placement.
- Measurable: 65% of active participants will secure employment or increase income through verified sources.
- Achievable: Through collaboration with the Workforce Development team, employer partners, and job-readiness training.
- Relevant: Strengthens participants' ability to sustain housing and independence.
- Time-Bound: Within six months of program enrollment.

Goal 3: Enhance Case Management Engagement

- Specific: Increase participant engagement with case management and supportive services.
- Measurable: Maintain a monthly contact rate of 80% for all participants assigned to a case manager.
- Achievable: By implementing a structured case management schedule, flexible meeting options, and consistent follow-up.
- Relevant: Consistent engagement promotes accountability, goal achievement, and stability.
- Time-Bound: Continuous throughout the program year, with monthly reviews.

Goal 4: Strengthen Data Quality and Reporting

- Specific: Ensure accurate and timely HMIS data entry for all participants.
- Measurable: Achieve 100% data entry compliance within 48 hours of service delivery.
- Achievable: Through staff training, internal data audits, and quality assurance checks.
- Relevant: Reliable data is critical for funding compliance and outcome evaluation.
- Time-Bound: Ongoing, with monthly monitoring and quarterly reporting.

Goal 5: Reduce Average Length of Stay in Shelter

- Specific: Shorten the time between shelter entry and stable housing placement.
- Measurable: Reduce the average length of stay by 15% over the next 12 months.
- Achievable: By improving case coordination, streamlining referrals, and enhancing housing access.
- Relevant: Supports system-wide goals for efficiency and participant progress.
- Time-Bound: Measured and reported quarterly.

Goal 6: Participant Retention in Housing

- Specific: Ensure long-term housing stability after program exit.

- Measurable: 65%-70% of participants will maintain stable housing at both 6 and 12 months post-exit.
- Achievable: Through ongoing case follow-up, resource referrals, and community-based support networks.
- Relevant: Demonstrates sustainable success and long-term impact.
- Time-Bound: Evaluated at 6- and 12-month intervals post-program exit. Report out quarterly.

Goals and Reporting to the City of Aurora

1. Respond to safety concerns within 5 minutes or less, except when engaged in a higher-priority safety response
2. Participate in quarterly training in de-escalation, harm reduction, and trauma informed care (documentation required)
3. Resolve at least 85% of conflicts or safety concerns through verbal de-escalation without requiring law enforcement involvement
4. Zero incidents of discriminatory or punitive behavior
5. Achieve at least a 80% positive feedback in anonymous quarterly and annual guest survey's regarding safety interactions with security staff

Other: (1) Ensure security practices complement - not override- case management and housing goals (2) Complete monthly reviews with management to ensure security practices do not deter program access

Data and Reporting Requirements (monthly and annually):
- number and type of incidents
- response times
- de-escalation methods used
- trends or safety concerns that may require operational adjustments

Exhibit B
Budget

Attachment 1

OneHome Script

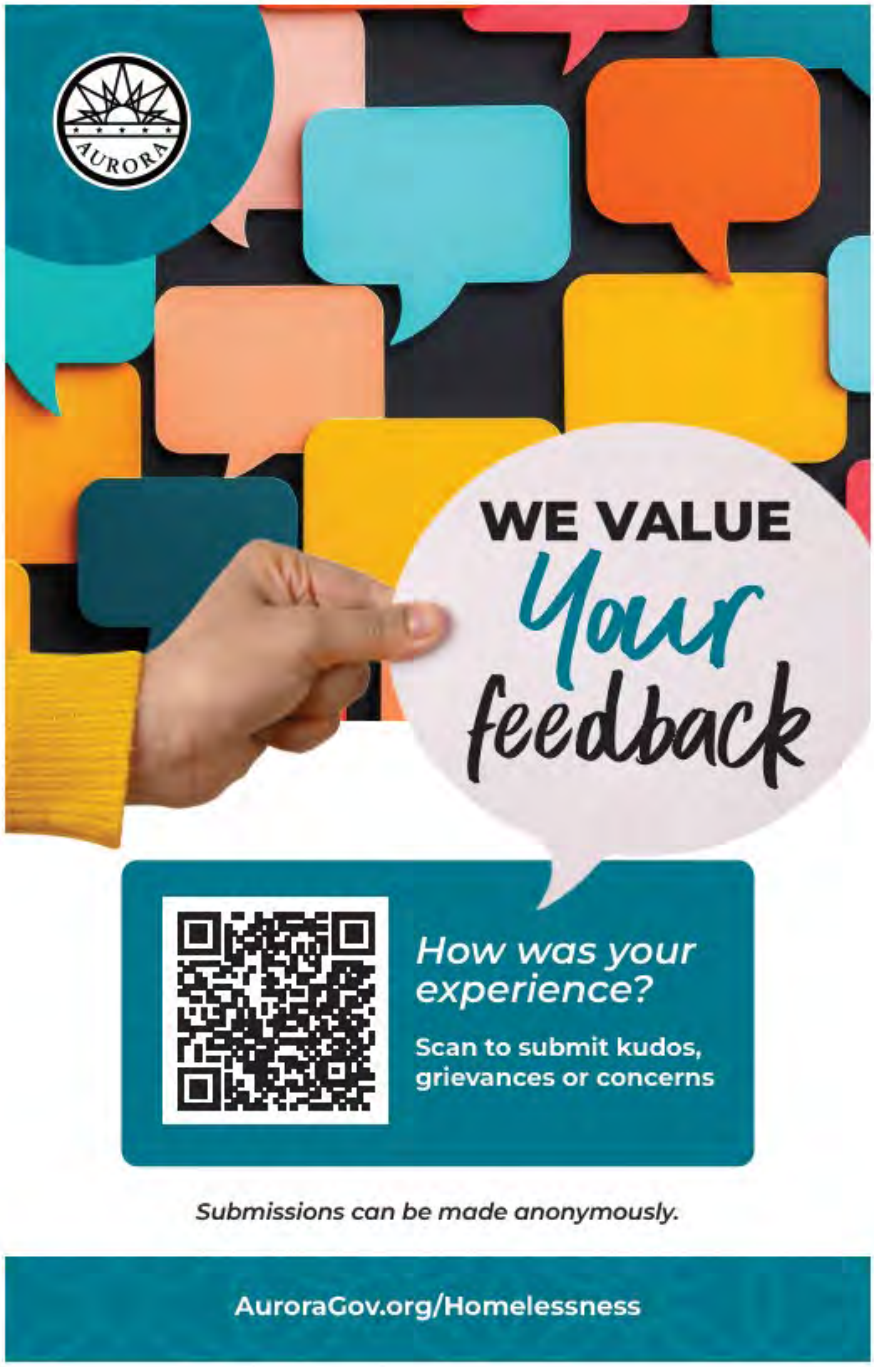
Script for Discussing Coordinated Entry with Clients

"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 2
Feedback Poster



City of Aurora Homeless Services: Notice of Funding Opportunity (NOFO)

Housing and Community Services

December 15, 2025

Program Overview



The City of Aurora sought proposals from:

Nonprofit 501(c)(3) organizations
Faith Based Organizations
Public Agencies

who have specific skills in providing services to people experiencing or at risk of experiencing homelessness

FUNDING AVAILABLE: $961,818

Federal

Emergency Solutions Grant (ESG)

$217,171

Assists people to quickly regain stability in permanent housing after experiencing a housing crisis and to assist households in the prevention of homelessness

Home Tenant-Based Rental Assistance Grant (Home-TBRA)

$200,000

Aids individual households to afford housing costs for market-rate units

Local

Marijuana Grant

- $400,000
- Funds homelessness assistance programs

Public Safety Assistance Grant (formerly known as NEXUS):

- $144,647
- Funds programs that aid individuals experiencing homelessness or at risk of experiencing homelessness through partnerships with public safety entities in Aurora

*$2million will be going to Advance for the Navigation Campus, as stated in our operator agreement

FUNDING CATGORIES

Families

MJ- $400,000

HOME TBRA- $200,000

ESG RRH/HP- $76,303*

Single Adults

Public Safety- $144,647

ESG Shelter- $140,868*

* 100% match required

Review Panel

The Homeless Services Evaluation Team reviewed the applications for responsiveness to NOFO requirements between **October - November**

The panel consisted of representatives from the following agencies:

-Aurora Housing and Community Services (3)

-Arapahoe County (1)

-Adams County (1)

Scoring

SCORING AN AGENCY:

105 is the max score an agency can receive for MJ, HOME TBRA, and Public Safety

110 is the max score an agency can receive for ESG

The max score an agency can receive in any given category varies

There are 10 categories, some more weighted than others. ESG had 11 categories.

CATEGORIES:

1. Proposed Program Description and Objectives
2. Organizational Capacity
3. Collaboration and Partnerships
4. Current Services
5. Application Completeness
6. Budget and Cost-Effectiveness
7. Other Funding Streams
8. Monitoring and Evaluation
9. Outcomes
10. Sustainability
11. *ESG Applicants Only: Match*

Panel Considerations

Family or Single Adult Provider

Aurora@Home strategic plan alignment

Prior grant compliance

Proposed and past outcomes

Agencies' other funding streams

Applications

Total Available: $961,818

Amount Requested: $1,730,064

Total Agencies Applied: 8

Total Applications: 12

Applications

Agency	Funding Source	Amount Requested
Advance, Inc.	Public Safety	$ 100,000.00
Advance, Inc.	ESG- Shelter	$ 140,868.00
Aurora Housing Authority - Aurora@Home Housing Stability	Marijuana	$ 181,400.00
Aurora Housing Authority - Aurora@Home HOME	HOME TBRA	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	Public Safety	$ 24,725.00
Brothers Redevelopment, Inc.	Marijuana	$ 64,303.00
Comitis Crisis Center - ESG	ESG- Shelter	$ 138,219.00
Comitis Crisis Center - MJ	Marijuana	$ 310,079.00
Comitis Crisis Center - PS	Publicy Safety	$ 220,470.00
Family Tree- GOALS	Marijuana	$ 100,000.00
Ready to Work Aurora	ESG- RRH/HP	$ 50,000.00
Three Birds Alliance	Marijuana	$ 200,000.00

Average Scores

Agency	# Reviewers	Avg Score	Funding Requested
Aurora@Home Aurora Housing Authority HOME 2026	5	97.00	$ 200,000.00
Aurora Housing Authority - Aurora@Home Housing Stability	5	96.40	$ 181,400.00
Three Birds Alliance	5	92.00	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	5	88.80	$ 24,725.00
Family Tree	5	86.60	$ 100,000.00
Advance, Inc.	5	81.00	$ 140,868.00
Comitis Crisis Center - MJ	5	75.60	$ 310,079.00
Advance, Inc.	5	73.40	$ 100,000.00
Ready to Work Aurora	5	66.40	$ 50,000.00
Comitis Crisis Center - PS	5	49.20	$ 220,470.00
Brothers Redevelopment, Inc.	5	46.80	$ 64,303.00
Comitis Crisis Center - ESG	5	18.80	$ 138,219.00

Recommendations

Agency	Funding Source	Amount Requested	Amount Recommended
Advance, Inc.	Public Safety	$ 100,000.00	$ 100,000.00
Advance, Inc.	ESG- Shelter	$ 140,868.00	$ 140,868.00
Aurora Housing Authority - Aurora@Home Housing Stability	Marijuana	$ 181,400.00	$ 181,400.00
Aurora Housing Authority - Aurora@Home Housing Stability	ESG- HP	$ 76,303.00	$ 76,303.00
Aurora@Home Aurora Housing Authority HOME 2026	HOME TBRA	$ 200,000.00	$ 200,000.00
Aurora Mental Health and Recovery - ACOT 2026	Public Safety	$ 24,725.00	$ 25,000.00
Family Tree	Marijuana	$ 100,000.00	$ 68,600.00
Three Birds Alliance	Marijuana	$ 200,000.00	$ 150,000.00

Not Recommended

Agency	Funding Source	Amount Requested	Amount Recommended
Brothers Redevelopment, Inc.	Marijuana	$ 64,303.00	$ -
Comitis Crisis Center - ESG	ESG- Shelter	$ 138,219.00	$ -
Comitis Crisis Center - MJ	Marijuana	$ 310,079.00	
Comitis Crisis Center - PS	Publicy Safety	$ 220,470.00	$ -
Ready to Work Aurora	ESG- RRH/HP	$ 50,000.00	$ -

Question for Council

Does Council support the recommendations provided by the review committee to move this item and all required resolutions and agreements forward to study session?

CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Marijuana Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety ,we received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Aurora Housing Authority is being recommended to receive $181,400 Marijuana Funds. These funds will cover staffing costs and supportive services.

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.)

$181,400 Marijuana Funds

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 support the recommendation to award Aurora Housing Authority with $181,400 in Marijuana Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. City Council passed Ordinance Number 2016-59 that raised the sales tax on all sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and/or housing options for individuals and families experiencing homelessness in the City. Council shall act only by ordinance, resolution or motion. (City Charter, art. V, sec. 5-1) (TJoyce)

MARIJUANA SALES TAX FUNDING SERVICE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND AURORA HOUSING AUTHORITY FOR FUNDING OF RAPID REHOUSING

THIS AGREEMENT is entered into by and between the City of Aurora, Colorado, a municipal corporation, hereinafter referred to as the "City", and Aurora Housing Authority, wi1h a principal office street address of 2280 S. Xanadu Way, Aurora, Colorado 80014, Unique Entity ID # E3LML9MG9AE3, acting as Subrecipient/Administrator of Emergency Solutions Grant (ESG), located at 2280 S. Xanadu Way, Aurora, Colorado, 80014, hereinafter to as "Grantee/Service Provider ".

WHEREAS, Grantee/Service Provider agrees that the funds shall be used to fund and support Rapid Rehousing program in Aurora, Colorado;

WHEREAS, Grantee/Service Provider is eligible to receive funds pursuant to the City's policies governing such funds and is ready, willing, and able to meet the conditions associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grant to Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Grantee/Service Provider the sum that shall not exceed One Hundred Eighty One Thousand Four Hundred Dollars and NO/100 ($181,400.00) ("Grant") sourced from the City of Aurora Marijuana Sale Tax Fund ("Marijuana Funds").

2. Use of Funds - Grantee/Service Provider will use the Marijuana Funds from the City to finance the operation costs associated with the Emergency Shelter. The Marijuana funds must be expended by December 31, 2026.

   a. Interest Earned on Marijuana Funds – Grantee/Service Provider agrees to use any interest earned on Marijuana Funds only to provide services consistent with the provisions and intent of this Agreement.

3. No Financial Obligation to the City - Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Grantee/Service Provider. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year of the City beyond the then current fiscal year. Neither this Agreement nor Scope of Services shall constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. Nothing in this Agreement shall constitute a waiver by the City of the

Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S.) § 24-10-106 *et seq.* In the event of a default by the City of any of its obligations under this Agreement, Grantee/Service Provider shall have no recourse against any revenues of the City, its affiliates, or its agencies. Notwithstanding any language herein to the contrary, nothing in this Agreement or corresponding Scope of Services shall be construed as creating a lien against any revenues of the City. City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq., ("**CORA**") and City's compliance with CORA will not be considered a breach of this Agreement or any applicable Scope of Services. Additionally, to the extent Grantee/Service Provider maintains information that City is required to disclose pursuant to CORA, Grantee/Service Provider agrees to cooperate with City to comply with such CORA disclosure requirements.

4. Scope of Services/ Use of Funds - In consideration for the monies to be received from the Marijuana Fund, Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City, all work elements as indicated in the "Scope of Services," set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.**

Grantee/Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one one of at least two individual, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator – The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services and shall be an employee or agent of the Grantee/Service Provider, and who is hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

6. Time of Performance – This Agreement shall become effective January 1, 2026 and end on December 31, 2026.. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services. Grantee/Service Provider agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

7. Compensation Amount and Payment – The total amount of Marijuana Funds to be awarded by the City to Grantee/Service Provider shall not exceed $181,400.000. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein.

8. Payment Method –Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment – Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Service and in accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The Marijuana Funds will be dispersed for services quarterly, 50% by end of Quarter 2, 75% by end of Quarter 3 and 100% by Agreement completion (Quarter 4).

b) Expenditure Restrictions – All Marijuana Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Services. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, Grantee/Service Provider agrees that, as to its project or activity performed or conducted under any agreement regarding the Marijuana fund, the City shall have the necessary administrative control required to meet requirements.

c) Reimbursement of Expenses –Grantee/Service Provider agrees that before the City can distribute any Marijuana Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Office of Community Development documentation in the form required by that office. After verification of work completed, Marijuana Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

9. Obligation, Expenditure and Disbursement of Funds – All project related expenses must be reasonable and necessary.

10. Acknowledgement of City by the Grantee/Service Provider – Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements – Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

a) Records HMIS. According to the March 2010 HMIS Data Standards, a bed

or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

b) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff.

c) Grantee/Service Provider (or Subrecipient) shall keep accurate books and records as indicated below:

a. Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type;
b. Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);
c. Types of services or housing assistance provided by Grantee/Service Provider; services offered (and numbers utilizing those services), number of shelter nights provided (if applicable);
d. Grantee/Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements;
e. Grantee/Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.
f. Grantee/Service Provider shall enroll all eligible clients into OneHome and complete all necessary assessments

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Grantee/Service Provider will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Marijuana Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements – Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the Marijuana Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books,

documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Reporting. Grantee/Service Provider will submit the following reports on project performance at the request of, and in the format prescribed by the City:

Quarterly reports are due within thirty (30) days of the end of each quarter:

a) First quarter from January 1 through March 31, due on or before April 30,

b) Second quarter from April 1 through June 30, due on or before July 30,

c) Third quarter from July 1 through September 30, due on or before October 31,.

d) Fourth quarter from October 1 through December 31, due on or before January 30 of the following year.

There is no extended grace period for quarterly reports. Late reports may affect future grant allocations.

Year End report covering January 1, through December 31, are due within thirty (30) days of December 31, or due on or before January 30, of the following year.

Although no program expenses may be reimbursed until this Agreement is executed.

14. Performance Monitoring and Performance Measures - The City requires project- level and system- level performance monitoring and project- level compliance monitoring. This requires poor performers to improve or possible action to be taken.

15. Care of Personal Identifying Information

a) Definitions:

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

to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check", a "negotiable order of withdrawal", and a "share draft".) Personal identifying information contractor or service provider obtains from the City belongs to the City and the City is the owner of that personal identifying information and the City does not attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

b) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

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

d) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

e) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

f) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

16. Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

17. Disclosure – Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

18. Audits & Inspections – All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies

noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

19. Access to Records – Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

20. Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

21. Subrecipient must display feedback poster in public, client facing areas at all times (Attachment 2).

22. Agreement Suspension – If Grantee/Service Provider fails to comply with any material contractual provision, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

23. Agreement Termination – This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding – The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with Marijuana Funds from the City, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause – If Grantee/Service Provider shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if Grantee/Service Provider shall violate any of the covenants, terms, or stipulations of this Agreement and fails to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such 30-day period, the cure period to be extended as long as reasonably necessary so long as Grantee/Service Provider commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to Grantee/Service Provider of such

termination and specifying the effective date thereof, at least five (5) days before the effective date ofsuch termination.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any material breach of the Agreement by Grantee/Service Provider and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due to the City from Grantee/Service Provider is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements – Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after thirty (30) days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Marijuana Fund grant. If any of the Marijuana funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and withhold 100% of any undisbursed funds.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

24. Modification and Amendment

a) Modification by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications –

(1) Grantee/Service Provider shall follow the revision procedures outlined below if programmatic or budgetary modifications are desired:

i. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following circumstances: when any budget transfers to or between budget categories are proposed;

ii. When the scope, objective, eligibility, or completion date of the Project changes;

iii. When additional or less funding is needed; and,

iv. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

i. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

ii. When any additional or less funding is needed.

The City's approval is not binding until memorialized in the contract amendment.

25. Other Modifications – If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 18, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

26. Integration – This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

27. Compliance with Applicable Laws – At all times during the performance of this Agreement, Grantee/Service Provider shall strictly adhere to all applicable federal and City laws, orders, and all applicable standards, regulations, interpretations, or guidelines issued pursuant thereto.

28. Monitoring and Evaluation – The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient

utilization of Marijuana Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

29. Severability – To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

30. Binding on Successor – Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

31. Subletting, Assignment or Transfer – Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

32. Survival of Certain Contract Terms – Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

33. Indemnification – Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

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

34. Insurance – During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

35. Special Provisions – Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

a) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

b) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

36. Grantee/Service Provider Recognition – Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

37. State and City Law Compliance – All responsibilities of Grantee/Service Provider enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules, and regulations.

38. Discrimination –

a. In Employment. Grantee/Service Provider shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

b. In Services Provided. Grantee/Service Provider shall not discriminate against anyone in providing services because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin or ancestry, in Grantee/Service Provider's services, activities, accommodations, or facility use. Grantee/Service Provider understands and agrees that any act of discrimination in providing services may be grounds for

termination of this Agreement for cause and may subject Grantee/Service Provider to loss of funding, reimbursement of funds allocated, or denial of future funds.

39. Independent Contractor – Grantee/Service Provider, Owner, Developer, and Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, Owner, Developer, Contractor, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, Owner, Developer, Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents only if such coverage is made available by Grantee/Service Provider, Owner, Developer, Contractor or a third party. Grantee/Service Provider, Owner, Developer, Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider, Owner, Developer, Contractor shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

40. Certification of Non-Debarment – Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

41. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

(*signature pages to follow*)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER, Aurora Housing Authority

_____
Laura Getz, Director of Family Services

Exhibit A
SCOPE OF SERVICES

1. **Project Description**

   a. Aurora@Home serves homeless families in the city of Aurora by providing Rapid Rehousing and Homeless Prevention Programs. Programs consist of housing stabilization services in the form of rental assistance, case management, landlord mediation, and eviction prevention. This funding will provide housing navigation, housing stability case management and tenancy support services for families enrolled in an Aurora@Home program. AHA case managers meet with families monthly for home visits where they assess strengths of the families and housing stabilization goals. AHA works closely in collaboration with ADWorks! to connect families to eligible benefits and assist them in working towards educational and employment pathways. Families work to increase income to be able to maintain their housing after the program ends. The program adheres to the following evidence-based practices to inform policy and to carry out services: Progressive Engagement; Trauma Informed Care; Motivational Interviewing; Strengths Based Methodology; Harm Reduction; Social Identity Theory; and Family Systems Theory

2. **Staffing Cost**

   a. AHA's Manager of Homeless and Housing Stability Services manages all homeless programs at AHA, as well as manages a caseload of program participants. The Manager coordinates and supervises all homeless services staff. In addition, as case manager, they resource, support, advocate and walk alongside program participants as they work toward long term housing stability.
   The Aurora@Home Navigator carries a caseload of program participants coordinating services, resourcing, supporting, advocating and walking alongside them as they work toward long term housing stability.

      This team has extensive experience working with families whose barriers to self-sufficiency include housing instability. All are trained in Motivational Interviewing, Trauma Informed Care and Housing Focused Case Management.

   b. 1.5 FTE Case Manager salaries and benefits will be funded by this program.

   c. The staff to client ratio is 1:20

3. **Direct client services**

   a. The following services will be provided through this funding:
      i. Housing Stability Case Management - In home case management services with a focus on housing stability, increasing income, accessing benefits, maintaining lease compliance and limiting returns to homelessness in the future. Case

managers also provide assistance with locating reasonable rental units, locating and retaining property managers that will work with lower income tenets, assist in reviewing leases. Supportive services are part of the housing stability case management and are used to provide mediation between tenets and landlords, assistance with housing lease up process including application fees and HQS inspections. In addition, supportive services contribute to the housing stability of participants by providing and hygiene items to stay in compliance with a lease or beds and bedding for participants that cannot be obtained through other community resources.

ii. Personnel - Staff salaries and benefits for case management and housing navigation for families served through homeless prevention and rapid rehousing programs in Aurora@Home.

iii. Professional Services - Professional Liability & Cybersecurity Insurance

The following financial assistance will be provided with this fund:

iv. Application fees, supplies such as hygiene supplies, beds and bedding will be provided to participant only if no other community resources or programs can assist.

v. Financial assistance, such as rent and deposit assistance, will be provided through other funding sources such as HOME and CDOH State Tax Funds. Utility Assistance will be provided through Energy Outreach Colorado. Additional Supportive Services will be provided through Public Benefit Programs such as TANF and SNAP, whenever eligible.

b. Population Served

i. Families with dependents who have ties to Aurora

c. Will this funding be for direct assistance to clients?

i. Yes

1. Current Income Statements
    a. Paystubs, Work Number Verification, Employment Verification Form, Proof of Child Support, Proof of Public Benefits, and Self-Certification of Zero Income form will be obtained quarterly, kept in the file and inputted as a status assessment in HMIS
2. W9 From Creditor/Landlord
    a. W-9 will be kept on file
3. Photo ID
    a. State issued ID or passport
4. Ledger/Eviction Notice
    a. Collected for all eviction and homeless prevention families and kept on file
5. Utilities Bill

a. AHA has Energy Outreach Colorado Fund to assist with utilities. AHA will not utilize MJ funds for utilities

6. Lease
    a. Signed copy of the lease will be kept on file

d. All program participants must be entered into HMIS
    i. All HMIS intake and exit paperwork will be kept in the file. Case Managers will input status and annual assessments, track services and capture case notes utilizing HMIS. All eligible households (literally homeless) will be enrolled into One Home and have a One Home assessment completed.

4. <u>Shelter Operational Costs</u>

a. N/A

5. <u>Performance Goals</u>

a. AHA will utilize NAEH Performance Benchmarks for RRH and HP
    i. Households move into housing in an average of 30 days or less from program entry
    ii. 80% of households exit the program into a permanent housing destination
    iii. 85% of households that exit to permanent housing and do not become do not become homeless again within 6 months
b. AHA has a history of meeting HUD and NAEH performance benchmarks
    i. To date in 2025, AHA served 28 households, which included 36 adults and 71 children under the age of 18
        1. 96.55% of households who exited thus far in 2025, exited to a permanent housing destination. AHA referred 3 households to housing choice vouchers to maintain their housing stability due to insufficient income for their household size as the biggest barrier to maintaining long term housing stability and to help reduce future returns to homelessness.
        2. Across all Aurora@Home programs, AHA has assisted 10 families secured housing housing location assistance provided through AHA's RRH and HP program in 2025. The average family served was housed within 17 days of program entry.

HP: Maintain an average permanent-housing exit rate of at least 90% quarterly and annually	HP: Households served by the program should be issued financial assistance or receive intervention within an average of 21 days from time of referral quarterly and annually	HP: At least 95% of households that exit a HP program should remain stably housed within 6 months following program exit. At least 90% of households that exit a HP program should remain stably housed within 12 months following program exit.

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

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

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

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

Additional Insured and Waiver of Subrogation. Grantee/Service Provider shall name the City of Aurora, Colorado, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will

include these specific requirements along with a copy of the relevant endorsements.

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

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

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

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

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

When Grantee/Service Provider start the development phase as contemplated by this Agreement Grantee/Service Provider shall verify that all Contractors and subcontractors hired to perform construction work shall provide, pay for, and maintain in full force and effect the following types of insurance with the listed minimum limits of insurance as indicated below, covering Grantee/Service Provider, their employees, contractors, subcontractors, representatives, or anyone for whose acts they may be liable.

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

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

Contractor Insurance. The Contractor performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

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

Umbrella/Excess Liability Insurance. The Contractor shall maintain umbrella/excess liability

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

Pollution Legal Liability Insurance. The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk. The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk. Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

For both Grantee/Service Provider and any Contractor or subcontractor the following will apply to the required insurance coverage:

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

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

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

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Contractor shall provide copies of insurance

policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to particular circumstances, including increased risk or scope of work. **The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of Builder's Risk.

Owner/Developers are required to either ensure that all subcontractors are insured under Owner/Developer's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

Bonding. If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more, the Contractor shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bond to be released at the sole discretion of the City.

Exhibit C

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Aurora Housing Authority

NAME OF PROJECT: Aurora@Home Housing Stability

POINT OF CONTACT FOR THE PROJECT: Laura Getz

FUNDING SOURCE REQUESTED: Marijuana Funds

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Personnel	1.5 FTE Case Manager Salary and Benefits	$ 159,000.00
Case Management	plication fees, hygiene supplies, housing mov	$ 11,000.00
Professional Servic	Professional Liability & Cybersecurity Insura	$ 11,400.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 181,400.00

Attachment 1

OneHome Script

Script for Discussing Coordinated Entry with Clients

"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 2

Feedback Poster



CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Family Tree GOALS Marijuana Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Family Tree GOALs is being recommended to receive $68,600 Marijuana Funds. These funds will cover staffing costs.

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.)

$68,600 Marijuana Funds

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 with to support the recommendation to award Family Tree GOALs with $68,600 in Marijuana Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

MARIJUANA SALES TAX FUNDING SERVICE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND FAMILY TREE

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City") and Family Tree, a body corporate and politic, doing business as Family Tree ("Grantee/Service Provider" or "Developer").

WHEREAS, Grantee/Service Provider agrees that the funds shall be used to fund and support shelter operations in Aurora, Colorado;

WHEREAS, Grantee/Service Provider is eligible to receive funds pursuant to the City's policies governing such funds and is ready, willing, and able to meet the conditions associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grant to Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Grantee/Service Provider the sum that shall not exceed Sixty Eight Thousand Six Hundred Dollars and NO/100 ($68,600.00) ("Grant") sourced from the City of Aurora Marijuana Sale Tax Fund ("Marijuana Funds").

2. Use of Funds - Grantee/Service Provider will use the Marijuana Funds from the City to finance shelter operations in Aurora, Colorado. The Marijuana funds must be expended by December 31, 2026.

   a. Interest Earned on Marijuana Funds – Grantee/Service Provider agrees to use any interest earned on Marijuana Funds only to provide services consistent with the provisions and intent of this Agreement.

3. No Financial Obligation to the City - Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Grantee/Service Provider. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year of the City beyond the then current fiscal year. Neither this Agreement nor Scope of Services shall constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. Nothing in this Agreement shall constitute a waiver by the City of the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S.) § 24-10-106 *et seq.* In the event of a default by the City of any of its obligations under this Agreement, Grantee/Service Provider shall have no recourse against any revenues of the City, its affiliates, or its agencies. Notwithstanding any language herein to the contrary, nothing in this Agreement or corresponding

Scope of Services shall be construed as creating a lien against any revenues of the City. City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq., ("**CORA**") and City's compliance with CORA will not be considered a breach of this Agreement or any applicable Scope of Services. Additionally, to the extent Grantee/Service Provider maintains information that City is required to disclose pursuant to CORA, Grantee/Service Provider agrees to cooperate with City to comply with such CORA disclosure requirements.

4. Scope of Services/ Use of Funds - In consideration for the monies to be received from the Marijuana Fund, Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City, all work elements as indicated in the "Scope of Services," set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.**

Grantee/Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one one of at least two individual, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator – The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services and shall be an employee or agent of the Grantee/Service Provider, and who is hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

6. Time of Performance – This Agreement shall become effective January 1, 2026 and end on December 31, 2026.. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services. Grantee/Service Provider agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

7. Compensation Amount and Payment – The total amount of Marijuana Funds to be awarded by the City to Grantee/Service Provider shall not exceed $68,600.000. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein.

8. Payment Method –Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment – Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Service and in

accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The Marijuana Funds will be dispersed for services quarterly, 50% by end of Quarter 2, 75% by end of Quarter 3 and 100% by Agreement completion (Quarter 4).

b) Expenditure Restrictions – All Marijuana Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Services. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, Grantee/Service Provider agrees that, as to its project or activity performed or conducted under any agreement regarding the Marijuana fund, the City shall have the necessary administrative control required to meet requirements.

c) Reimbursement of Expenses –Grantee/Service Provider agrees that before the City can distribute any Marijuana Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Office of Community Development documentation in the form required by that office. After verification of work completed, Marijuana Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

9. Obligation, Expenditure and Disbursement of Funds – All project related expenses must be reasonable and necessary.

10. Acknowledgement of City by the Grantee/Service Provider – Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements – Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

a) Records HMIS. According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

b) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff.

c) Grantee/Service Provider (or Subrecipient) shall keep accurate books and records as indicated below:

a. Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type;
b. Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);
c. Types of services or housing assistance provided by Grantee/Service Provider; services offered (and numbers utilizing those services), number of shelter nights provided (if applicable);
d. Grantee/Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements;
e. Grantee/Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.
f. Grantee/Service Provider shall enroll all eligible clients into OneHome and complete all necessary assessments

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Grantee/Service Provider will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Marijuana Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements – Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the Marijuana Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Reporting. Grantee/Service Provider will submit the following reports on project performance at the request of, and in the format prescribed by the City:

Quarterly reports are due within thirty (30) days of the end of each quarter:

a) First quarter from January 1 through March 31, due on or before April 30,

b) Second quarter from April 1 through June 30, due on or before July 30,

c) Third quarter from July 1 through September 30, due on or before October 31,.

d) Fourth quarter from October 1 through December 31, due on or before January 30 of the following year.

There is no extended grace period for quarterly reports. Late reports may affect future grant allocations.

Year End report covering January 1, through December 31, are due within thirty (30) days of December 31, or due on or before January 30, of the following year.

Although no program expenses may be reimbursed until this Agreement is executed.

14. Performance Monitoring and Performance Measures - The City requires project-level and system-level performance monitoring and project-level compliance monitoring. This requires poor performers to improve or possible action to be taken.

15. Care of Personal Identifying Information

a) Definitions:

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

attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

b) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

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

d) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

e) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

f) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

16. Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

17. Disclosure – Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

18. Audits & Inspections – All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

19. Access to Records – Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

20. Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

21. Subrecipient must display feedback poster in public, client facing areas at all times (Attachment 2).

22. Agreement Suspension – If Grantee/Service Provider fails to comply with any material contractual provision, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

23. Agreement Termination – This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding – The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with Marijuana Funds from the City, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause – If Grantee/Service Provider shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if Grantee/Service Provider shall violate any of the covenants, terms, or stipulations of this Agreement and fails to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such 30-day period, the cure period to be extended as long as reasonably necessary so long as Grantee/Service Provider commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement forcause by giving written notice to Grantee/Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date ofsuch termination.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any material breach of the Agreement by Grantee/Service Provider and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due to the City from

Grantee/Service Provider is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements – Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after thirty (30) days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Marijuana Fund grant. If any of the Marijuana funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and withhold 100% of any undisbursed funds.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

24. Modification and Amendment

a) Modification by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications –

(1) Grantee/Service Provider shall follow the revision procedures outlined below if programmatic or budgetary modifications are desired:

i. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following circumstances: when any budget transfers to or between budget categories are proposed;

ii. When the scope, objective, eligibility, or completion date of the Project changes;

iii. When additional or less funding is needed; and,

iv. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

i. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

ii. When any additional or less funding is needed.

The City's approval is not binding until memorialized in the contract amendment.

25. Other Modifications – If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 24, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

26. Integration – This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

27. Compliance with Applicable Laws – At all times during the performance of this Agreement, Grantee/Service Provider shall strictly adhere to all applicable federal and City laws, orders, and all applicable standards, regulations, interpretations, or guidelines issued pursuant thereto.

28. Monitoring and Evaluation – The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient utilization of Marijuana Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

29. Severability – To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

30. Binding on Successor – Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

31. Subletting, Assignment or Transfer – Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

32. Survival of Certain Contract Terms – Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

33. Indemnification – Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

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

34. Insurance – During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

35. Special Provisions – Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

a) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

b) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

36. Grantee/Service Provider Recognition – Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

37. State and City Law Compliance – All responsibilities of Grantee/Service Provider enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules, and regulations.

38. Discrimination –

a. In Employment. Grantee/Service Provider shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

b. In Services Provided. Grantee/Service Provider shall not discriminate against anyone in providing services because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin or ancestry, in Grantee/Service Provider's services, activities, accommodations, or facility use. Grantee/Service Provider understands and agrees that any act of discrimination in providing services may be grounds for termination of this Agreement for cause and may subject Grantee/Service Provider to loss of funding, reimbursement of funds allocated, or denial of future funds.

39 Independent Contractor – Grantee/Service Provider, Owner, Developer, and Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, Owner, Developer, Contractor, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents are not entitled to unemployment

insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, Owner, Developer, Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents only if such coverage is made available by Grantee/Service Provider, Owner, Developer, Contractor or a third party. Grantee/Service Provider, Owner, Developer, Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider, Owner, Developer, Contractor shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

40. Certification of Non-Debarment – Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

41. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

(*signature pages to follow*)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER

_____
Cassie Ratliff, Chief Impact Officer _____

Exhibit A
SCOPE OF SERVICES

1. <u>Please edit this template to reflect your budget.</u>

a. Please provide brief description of your program/project that this funding will support:

Family Tree's GOALS (Generational Opportunities to Achieve Long-term Success) Program serves families with at least one child under the age of 18 who are experiencing homelessness or are at imminent risk of homelessness. GOALS operates under a low-barrier, Housing First, 2Gen model, ensuring families are not denied services due to sobriety, mental health status, criminal history, or substance use.

Upon intake, each household is immediately connected with a case manager to identify needs, set goals, and begin the process of moving toward safe and stable housing. GOALS operates 24 hours a day, 7 days a week, and provides families with private, furnished rooms where they can safely store their belongings and create a sense of stability. Shared living rooms and kitchens are available to encourage family connection, and additional resources include a children's playroom and a dedicated homeschooling/teen space.

Residency at GOALS is available for up to nine months, with one year of follow-up services after program exit to support lasting stability. During their stay, families are paired with case managers who provide individualized support in housing navigation, employment and education, financial literacy, parenting, and life skills. GOALS emphasizes flexibility, dignity, and autonomy, recognizing that families know their needs best. By reducing barriers to entry and offering wraparound supports, GOALS ensures that even families facing the most complex challenges, including behavioral health issues, disabilities, or histories of trauma, can access services. Through this model, families not only find immediate safety and stability but also build the skills, connections, and resilience needed for long-term self-sufficiency.

2. <u>Staffing Cost</u>

a. Provide a list of positions and brief descriptions for positions that will be funded:

<u>Case Manager:</u> 1.0 FTE for one case manager's salary and benefits; Works with client families to help them obtain permanent housing, develop 2-Gen goal plans, increase income, secure employment, access community resources, and connect with health services.

b. What percentage of hours and benefits will this funding go towards:

This funding request is for the case manager salary and benefits. Benefits vary depending on employee elections and could include payroll taxes (FICA/Medicare/ FAMLi), employer's share of health, dental and vision, long term disability, 403b match up to $1,250, unemployment and worker's compensation.

c. Staff to client ratio:

The case manager-to-client ratio for GOALS is 4 – 6 households.

3. <u>Direct client services</u>

a. What services will be provided?

GOALS provides for clients' basic needs, including access to food 24-hours a day, and supportive services as families work towards longer term goals by offering services both on-site and through community partners, including:

- Family Navigators assist with housing, monitor progress toward each family's self-sufficiency plan, and offer resources to break barriers towards economic independence. This includes encouraging adults to meet with a job readiness and career planning specialist from Arapahoe/Douglas Works! Workforce Center to ensure families do not remain unemployed or underemployed.
- Children and youth may be enrolled into the on-site childcare center and/or the Cherry Creek School District or their home school district, as appropriate.
- Family service projects and Family Voice Meetings provide opportunities for skill development, leadership, input and feedback on program protocols and policies, as well as social connections. Families also have opportunities to receive training and support from community partners on a variety of topics such as parenting, financial management, career development, child safety, mental health, and education.
- Family Navigators conduct assessments with each household to determine their vulnerability and risk level for purposes of coordinated entry and housing placement.
- Upon exit, families are surveyed to determine progress toward increasing economic assets, social assets, emotional well-being, and psychological well-being. Families will continue to have access to ongoing services while transitioning and stabilizing in the community for up to twelve months post exit.

b. What population of clients will you be serving (adults, families, veterans, young adults, etc.)?

Family Tree's GOALS (Generational Opportunities to Achieve Long-term Success) Program serves families with at least one child under the age of 18 who are experiencing homelessness or are at imminent risk of homelessness. GOALS operates under a low-barrier, Housing First, 2Gen model, ensuring families are not denied

services due to sobriety, mental health status, criminal history, or substance use.

c. **Will this funding be for direct assistance to clients?** No.

d. **All program participants must be entered into HMIS or comparable database.** We agree to this; All eligible households (literally homeless) will be enrolled into One Home and have a One Home assessment completed.

4. Shelter Operational Costs

a. What operational costs will this funding be used for?

The operational costs of $12,000 will be used to cover utilities such as electricity, gas, sewer and water and sewer costs that are necessary to keep the lights on and the water running to provide services at GOALS.

5. Performance Goals

a. Define specific, measurable, achievable, relevant, and time-bound (SMART) performance goals. For example, reducing the average length of stay in shelters, increasing the number of exits to permanent housing, etc.

Our fiscal year 2025/2026 SMART goals are:

1. 250 total individuals will receive shelter and supportive services at GOALS.

- **SPECIFIC:** By the end of the fiscal year, GOALS will provide safe shelter and comprehensive supportive services, including case management, housing navigation, and access to co-located community partners, to 250 individuals experiencing homelessness.
- **MEASURABLE:** Progress will be tracked through program intake and exit records in Family Tree's client database. Unduplicated counts of individuals served will be verified quarterly to ensure the target of 250 is met.
- **ACHIEVABLE:** Based on GOALS' increased capacity following recent renovations and historical service numbers, this objective is attainable. Current staffing levels and partnerships provide the necessary infrastructure to meet this goal.
- **RELEVANT:** This outcome directly aligns with Family Tree's mission to prevent and overcome child abuse, domestic violence, and homelessness. Serving 250 individuals not only meets an urgent community need but also creates opportunities for families to access long-term stability and break intergenerational

cycles of poverty and homelessness.

- **TIME-BOUND:** The full 250 individuals will be served by the end of the Fiscal Year 25-26, with quarterly progress reviews conducted to ensure the program remains on track.

- GOALS staff will provide 100 workshops and 24 child/youth-focused workshops.

- **SPECIFIC:** By the end of the fiscal year, GOALS shelter staff will provide 100 workshops, including Family Voice meetings, educational programs, and family events at Evergreen and Shenandoah, and 24 child/youth-focused workshops (one per month at each location).
- **MEASURABLE:** 100 total family-oriented workshops delivered by the end of the fiscal year; 24 children/youth workshops (12 at Evergreen, 12 at Shenandoah). Attendance and participation will be tracked through sign-in sheets and program records, with a target of at least 75% average attendance among eligible families."
- **ACHIEVABLE:** GOALS shelter staff have the experience, space, and partnerships to facilitate workshops, drawing on existing curriculum, community partners, and Family Tree resources.
- **RELEVANT:** This initiative aligns with Family Tree's mission to strengthen families, support children, and end cycles of homelessness and domestic violence by fostering community connection, resilience, and skill development. These workshops aim to build family resilience, improve communication, and promote long-term stability for residents.

- **TIME-BOUND:** Workshops will be delivered consistently throughout the fiscal year, with: At least 8–10 family workshops per month across both sites to reach the 100 total; 2 youth workshops per month (1 at Evergreen, 1 at Shenandoah) to reach 24 total; Progress reviewed quarterly to ensure the program remains on track.

OUTCOME GOALS to report quarterly and annually to the City of Aurora

1. Maintain an average occupancy rate of at least 90% quarterly and annually
2. Maintain an average permanent-housing exit rate of at least 35% quarterly and annually
3. Maintain an average length of stay of 180 days or fewer from entry to permanent housing exit quarterly and annually

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

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

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

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

Additional Insured and Waiver of Subrogation. Grantee/Service Provider shall name the City of Aurora, Colorado, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will

include these specific requirements along with a copy of the relevant endorsements.

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

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

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

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

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

When Grantee/Service Provider start the development phase as contemplated by this Agreement Grantee/Service Provider shall verify that all Contractors and subcontractors hired to perform construction work shall provide, pay for, and maintain in full force and effect the following types of insurance with the listed minimum limits of insurance as indicated below, covering Grantee/Service Provider, their employees, contractors, subcontractors, representatives, or anyone for whose acts they may be liable.

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

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

Contractor Insurance. The Contractor performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

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

Umbrella/Excess Liability Insurance. The Contractor shall maintain umbrella/excess liability

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

Pollution Legal Liability Insurance. The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk. The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk. Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

For both Grantee/Service Provider and any Contractor or subcontractor the following will apply to the required insurance coverage:

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

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

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

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Contractor shall provide copies of insurance

policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to particular circumstances, including increased risk or scope of work. **The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of Builder's Risk.

Owner/Developers are required to either ensure that all subcontractors are insured under Owner/Developer's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

Bonding. If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more, the Contractor shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bond to be released at the sole discretion of the City.

Exhibit C

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Family Tree, Inc.

NAME OF PROJECT: GOALS (Generational Opportunities to Achieve Long-term Success) Program

POINT OF CONTACT FOR THE PROJECT: Cassie Ratliff, CRatliff@thefamilytree.org

FUNDING SOURCE REQUESTED: Marijuana Funds

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Case Management	FTE Case Manager salaries and benefits	$ 68,600.00
Operational Costs		
Case Management		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 68,600.00

Attachment 1

OneHome Script

Script for Discussing Coordinated Entry with Clients

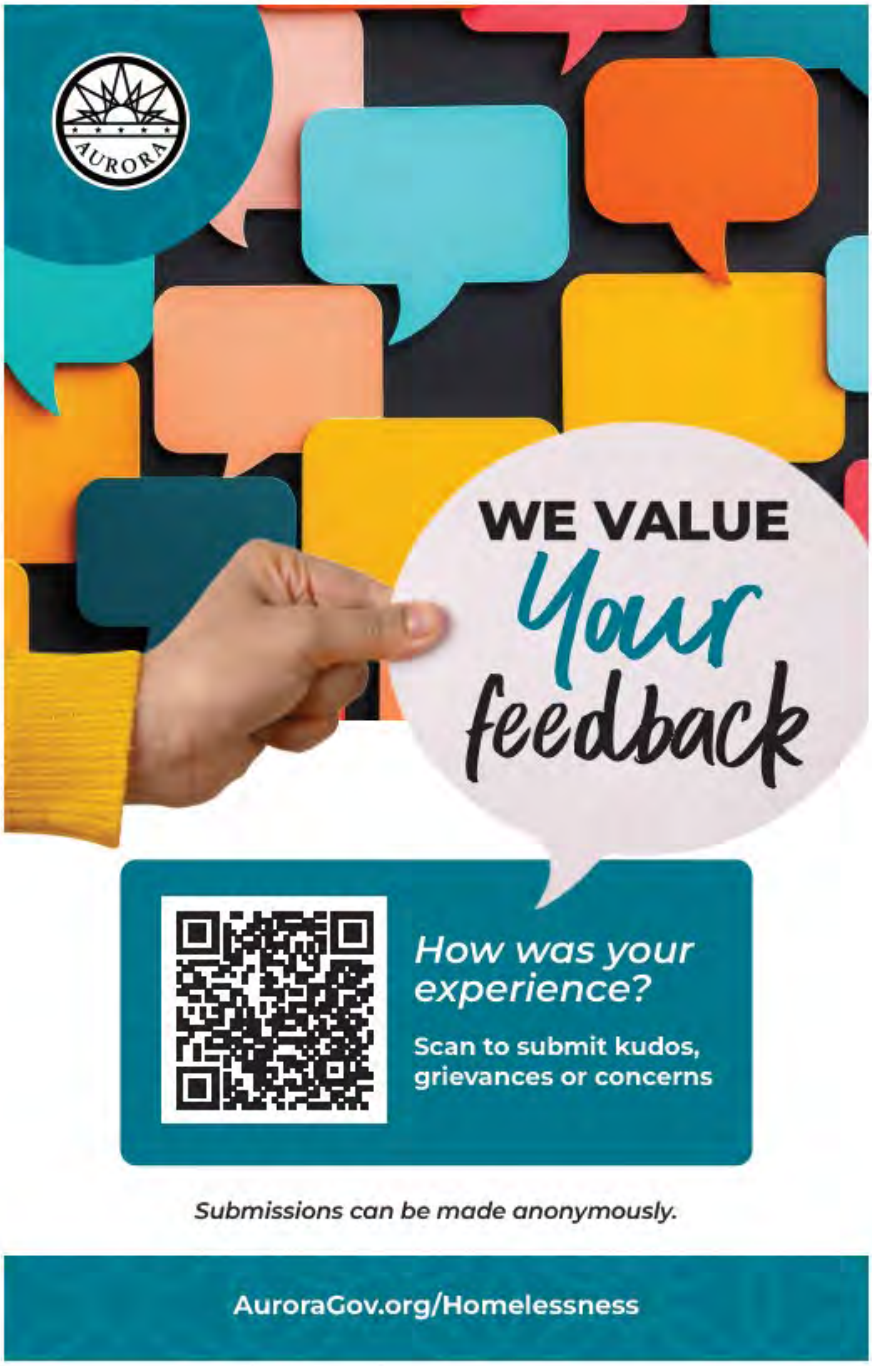
"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 2

Feedback Poster



CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Public Safety Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Regional Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Advance Pathways is being recommended to receive $100,000 Public Safety Funds. These funds will cover staffing.

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.)

$100,000 Public Safety Funds

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 support the recommendation to award Advance Pathways $100,000 of Public Safety Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

2026 PUBLIC SAFETY ASSISTANCE FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ADVANCE, INC.

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City" or "Grantee/Service Provider") and Advance, Inc. a nonprofit organization in the State of Colorado located at 101 Monroe Street, Denver, Colorado 80206. ("Grantee/Service Provider" or "Developer").

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. (the "Program"); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Public Safety Assistance Program funds (hereinafter referred to as "Public Safety Funds"); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement with Service Provider.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grant to Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Grantee/Service Provider the sum that shall not exceed One Hundred Thousand Dollars and NO/100 ($100,000.00) ("Grant") sourced from the City of Aurora Public Safety Fund ("Public Safety Funds").

2. Use of Funds - Grantee/Service Provider will use the Public Safety Funds from the City to finance the operation costs associated with the Aurora Regional Navigation Campus. The Public Safety funds must be expended by December 31, 2026.

a. Interest Earned on Public Safety Funds - Grantee/Service Provider agrees to use any interest earned on Public Safety Funds only to provide services consistent with the

provisions and intent of this Agreement.

3. No Financial Obligation to the City - Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Grantee/Service Provider. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year of the City beyond the then current fiscal year. Neither this Agreement nor Scope of Services shall constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. Nothing in this Agreement shall constitute a waiver by the City of the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S.) § 24-10-106 *et seq.* In the event of a default by the City of any of its obligations under this Agreement, Grantee/Service Provider shall have no recourse against any revenues of the City, its affiliates, or its agencies. Notwithstanding any language herein to the contrary, nothing in this Agreement or corresponding Scope of Services shall be construed as creating a lien against any revenues of the City. City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq., ("**CORA**") and City's compliance with CORA will not be considered a breach of this Agreement or any applicable Scope of Services. Additionally, to the extent Grantee/Service Provider maintains information that City is required to disclose pursuant to CORA, Grantee/Service Provider agrees to cooperate with City to comply with such CORA disclosure requirements.

4. Scope of Services/ Use of Funds - In consideration for the monies to be received from the Public Safety Fund, Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City all work elements as indicated in the "Scope of Services," set forth in **Exhibit A,** which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.** Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one team of at least two individuals, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator -The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services and shall be an employee or agent of the Grantee/Service Provider, and who is hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

6. Time of Performance - This Agreement shall become effective January 1, 2026 and end on December 31, 2026. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services. Grantee/Service Provider agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

7. Compensation Amount and Payment - The total amount of Public Safety Funds to be awarded by the City to Grantee/Service Provider shall not exceed $100,000.00. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein.

8. Payment Method - Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment - Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Service and in accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The Public Safety Funds will be dispersed for services provided quarterly, 50% by the end of Quarter 2, 75% by the end of Quarter 3, and 100% by Agreement completion (Quarter 4).

b) Expenditure Restrictions - All Public Safety Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Services. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, Grantee/Service Provider agrees that, as to its Project or activity performed or conducted under any agreement regarding the Public Safety Fund, the City shall have the necessary administrative control required to meet requirements.

c) Reimbursement of Expenses - Grantee/Service Provider agrees that before the City can distribute any Public Safety Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Office of Community Development documentation in the form required by that office. After verification of work completed, Public Safety Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

d) Payment Request Deadlines- Drawdowns (payment request from Service Provider) shall be submitted within 60 days of payments, or funds will not be reimbursed. Incorrectly submitted drawdowns requests can be resubmitted only one time. After two incorrectly submitted drawdown requests the request for payment cannot be resubmitted and the request for payment will not be reimbursed. Failure to comply with this may affect future and current grant allocations. End of year payment requests must be submitted by January 5, 2027, or they will not be reimbursed.

9. Obligation, Expenditure and Disbursement of Funds - All project related expenses must be reasonable and necessary.

10. Acknowledgement of City by the Grantee/Service Provider - Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements - Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

a) Records HMIS. According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

b) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff

c) Grantee/Service Provider (or Subrecipient) shall keep accurate books and records as indicated below:

(1) Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type;

(2) Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);

(3) Types of services or housing assistance provided by Grantor's Service Provider; services offered (and numbers utilizing those services), number of shelter nights provided (if applicable);

(4) Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements;

(5) Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year. Service Providers will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Public Safety Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements - Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the Public Safety Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Monitoring and Performance Measures -The City requires project-level and system-level performance monitoring and project-level compliance monitoring. This requires poor performers to improve or possible action to be taken.

14. Care of Personal Identifying Information

a) Definitions:

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

b) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party

under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

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

d) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

e) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

f) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the

City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

15. Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

16. Disclosure - Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

17. Audits & Inspections - All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

18. Access to Records - Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

19. Agreement Suspension - If Grantee/Service Provider fails to comply with any contractual provision, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider

could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

20. Agreement Termination - This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding - The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with Public Safety Funds from the City, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause - If Grantee/Service Provider shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if Grantee/Service Provider shall violate any of the covenants, terms, or stipulations of this Agreement and fails to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such 30-day period, the cure period to be extended as long as reasonably necessary so long as Grantee/Service Provider commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to Grantee/Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any material breach of the Agreement by Grantee/Service Provider and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due to the City from Grantee/Service Provider is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements - Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after thirty (30) days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Public Safety Fund grant. If any of the Public Safety funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and

withhold 100% of any undisbursed funds.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

21. Modification and Amendment

a) Modification by Operation of Law - This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications -

(1) Grantee/Service Provider shall follow the rev1s1on procedures outlined below if programmatic or budgetary modifications are desired:

1. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following circumstances: when any budget transfers to or between budget categories are proposed;

11. When the scope, objective, eligibility, or completion date of the Project changes;

111. When additional or less funding is needed; and,

1v. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

1. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

11. When any additional or less funding is needed.

The City's approval is not binding until memorialized in an executed amendment.

22. Other Modifications - If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 17, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

23. Integration - This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

24. Compliance with Applicable Laws and Governing Law - All responsibilities of Grantee/Service Provider enumerated in this Agreement shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules and regulations, and interpretation or guidelines issued pursuant thereto. This Agreement shall be governed by the laws of the State of Colorado.

25. Monitoring and Evaluation - The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient utilization of Public Safety Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

26. Severability -To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

27. Binding on Successor - Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

28. Subletting, Assignment or Transfer - Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

29. Survival of Certain Contract Terms - Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

30. Indemnification - Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

Grantee/Service Provider agrees to, and does hereby, indemnify and hold harmless, and defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of this Agreement for the work to be performed hereunder. Grantee/Service Provider hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of the performance of this Agreement.

31. Insurance - During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

32. Special Provisions - Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

a) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

b) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

33. Grantee/Service Provider Recognition - Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

34. Independent Contractor - Grantee/Service Provider, Owner, Developer, and Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, Owner, Developer, Contractor, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, Owner, Developer, Contractor or

any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents only if such coverage is made available by Grantee/Service Provider, Owner, Developer, Contractor or a third party. Grantee/Service Provider, Owner, Developer, Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider, Owner, Developer, Contractor shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

35. Certification of Non-Debarment - Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

36 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

(signature pages to follow)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER

_____
Andrew Bogage, Development Director

EXHBIT A
SCOPE OF WORK

- **Project Description**
    - **a.** Please provide brief description of your program/project that this funding will support

Funding will support two full-time Safety Officers at the ARNC. They will liaise with Dominus security to ensure guests feel safe, uphold Advance's values and coordinate with law-enforcement/EMS as needed.

- **Staffing Cost**
    a. Provide a list of positions and brief descriptions for positions that will be funded
    b. What percentage of hours and benefits will this funding go towards
    c. Staff to client ratio

Safety Officer 1 (FTE) – Coordinates daily with Dominus, conducts regular facility patrols, de-escalates conflicts, maintains incident logs, and ensures compliance with Aurora safety protocols.

Safety Officer 2 (FTE) – Coordinates daily with Dominus, conducts regular facility patrols, de-escalates conflicts, maintains incident logs, and ensures compliance with Aurora safety protocols.

Hours/Benefits: Grant funds cover 100% of salary and benefits for both Safety Officers.

Safety Staff-to-Client Ratio (includes Advance Safety Offices + Dominus outsourced staff): approximately 1:90

- **Direct client services**
    a. What services will be provided

The Aurora Regional Navigation Center provides day services and overnight services to people who are homeless and at risk of homelessness. The grant money will be used to staff security officers who will provide crisis de-escalation, enforce safety protocols, conduct welfare checks and connect guests to case managers for assistance. The ARNC will offer housing assistance, employment services, recovery support, computer access, clothing, hygiene items, showers, meals, and document retention.

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

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

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

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

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

Certificates of Insurance. Upon the execution of this Agreement, Grantee/Service Provider shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Grantee/Service Provider agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice

to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Grantee/Service Provider's or its subcontractor's coverage is renewed at any time prior to completion of the services, Grantee/Service Provider shall be responsible for obtaining updated insurance certificates for itself and such subcontractor from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

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

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

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

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

Exhibit C

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Advance Inc

NAME OF PROJECT: ARNC: Making Aurora Safer

POINT OF CONTACT FOR THE PROJECT: Andrew Bogage

FUNDING SOURCE REQUESTED: Public Saftey Assistance Funds (formerly Nexus)

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Personnel	1 - Safety Officer salary	50000
Choose Category	1 - Safety Officer salary	50000
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		100000

CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendation: Three Birds Alliance Marijuana Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Three Birds Alliance is being recommended to receive $150,000 Marijuana Funds. These funds will cover staffing costs, client assistance, facility costs, and food.

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.)

$150,000

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 support the recommendation to award Three Birds Alliance with $150,000 in Marijuana Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. City Council passed Ordinance Number 2016-59 that raised the sales tax on all sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and/or housing options for individuals and families experiencing homelessness in the City. Council shall act only by ordinance, resolution or motion. (City Charter, art. V, sec. 5-1) (TJoyce)

MARIJUANA SALES TAX FUNDING SERVICE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THREE BIRDS ALLIANCE FOR FUNDING OF EMERGENCY SHELTER

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City") and Three Birds Alliance, Colorado, a body corporate and politic, doing business as Three Birds Alliance ("Grantee/Service Provider" or "Developer").

WHEREAS, Grantee/Service Provider agrees that the funds shall be used to fund and support the operation of Emergency Shelter for victims of domestic violence in Aurora, Colorado;

WHEREAS, Grantee/Service Provider is eligible to receive funds pursuant to the City's policies governing such funds and is ready, willing, and able to meet the conditions associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grant to Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Grantee/Service Provider the sum that shall not exceed One Hundred Fifty Thousand Dollars and NO/100 ($150,000.00) ("Grant") sourced from the City of Aurora Marijuana Sale Tax Fund ("Marijuana Funds").

2. Use of Funds - Grantee/Service Provider will use the Marijuana Funds from the City to finance the operation costs associated with the Emergency Shelter. The Marijuana funds must be expended by December 31, 2026.

   a. Interest Earned on Marijuana Funds – Grantee/Service Provider agrees to use any interest earned on Marijuana Funds only to provide services consistent with the provisions and intent of this Agreement.

3. No Financial Obligation to the City - Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Grantee/Service Provider. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year of the City beyond the then current fiscal year. Neither this Agreement nor Scope of Services shall constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. Nothing in this Agreement shall constitute a waiver by the City of the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S.) § 24-10-106 *et seq.* In the event of a default by the City of any of its obligations under this Agreement, Grantee/Service Provider shall have no recourse against any revenues of the City, its affiliates, or its agencies.

Notwithstanding any language herein to the contrary, nothing in this Agreement or corresponding Scope of Services shall be construed as creating a lien against any revenues of the City. City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq., ("**CORA**") and City's compliance with CORA will not be considered a breach of this Agreement or any applicable Scope of Services. Additionally, to the extent Grantee/Service Provider maintains information that City is required to disclose pursuant to CORA, Grantee/Service Provider agrees to cooperate with City to comply with such CORA disclosure requirements.

4. Scope of Services/ Use of Funds - In consideration for the monies to be received from the Marijuana Fund, Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City, all work elements as indicated in the "Scope of Services," set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.**

Grantee/Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one one of at least two individual, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator – The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services and shall be an employee or agent of the Grantee/Service Provider, and who is hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

6. Time of Performance – This Agreement shall become effective January 1, 2026 and end on December 31, 2026.. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services. Grantee/Service Provider agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

7. Compensation Amount and Payment – The total amount of Marijuana Funds to be awarded by the City to Grantee/Service Provider shall not exceed $150,000.000. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein.

8. Payment Method –Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment – Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Service and in accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The Marijuana Funds will be dispersed for services quarterly, 50% by end of Quarter 2, 75% by end of Quarter 3 and 100% by Agreement completion (Quarter 4).

b) Expenditure Restrictions – All Marijuana Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Services. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, Grantee/Service Provider agrees that, as to its project or activity performed or conducted under any agreement regarding the Marijuana fund, the City shall have the necessary administrative control required to meet requirements.

c) Reimbursement of Expenses –Grantee/Service Provider agrees that before the City can distribute any Marijuana Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Office of Community Development documentation in the form required by that office. After verification of work completed, Marijuana Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

9. Obligation, Expenditure and Disbursement of Funds – All project related expenses must be reasonable and necessary.

10. Acknowledgement of City by the Grantee/Service Provider – Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements – Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

a) Records HMIS. According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed

upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

b) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff.

c) Grantee/Service Provider (or Subrecipient) shall keep accurate books and records as indicated below:

a. Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type;
b. Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);
c. Types of services or housing assistance provided by Grantee/Service Provider; services offered (and numbers utilizing those services), number of shelter nights provided (if applicable);
d. Grantee/Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements;
e. Grantee/Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.
f. Grantee/Service Provider shall enroll all eligible clients into OneHome and complete all necessary assessments

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Grantee/Service Provider will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Marijuana Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements – Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the Marijuana Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and

records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Reporting. Grantee/Service Provider will submit the following reports on project performance at the request of, and in the format prescribed by the City:

Quarterly reports are due within thirty (30) days of the end of each quarter:

a) First quarter from January 1 through March 31, due on or before April 30,

b) Second quarter from April 1 through June 30, due on or before July 30,

c) Third quarter from July 1 through September 30, due on or before October 31,.

d) Fourth quarter from October 1 through December 31, due on or before January 30 of the following year.

There is no extended grace period for quarterly reports. Late reports may affect future grant allocations.

Year End report covering January 1, through December 31, are due within thirty (30) days of December 31, or due on or before January 30, of the following year.

Although no program expenses may be reimbursed until this Agreement is executed.

14. Performance Monitoring and Performance Measures - The City requires project- level and system- level performance monitoring and project- level compliance monitoring. This requires poor performers to improve or possible action to be taken.

15. Care of Personal Identifying Information

a) Definitions:

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

City is the owner of that personal identifying information and the City does not attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

b) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

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

d) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

e) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal

identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

f) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

16. Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

17. Disclosure – Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

18. Audits & Inspections – All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

19. Access to Records – Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

20. Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

21. Subrecipient must display feedback poster in public, client facing areas at all times (Attachment 2).

22. Agreement Suspension – If Grantee/Service Provider fails to comply with any material contractual provision, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

23 Agreement Termination – This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding – The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with Marijuana Funds from the City, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause – If Grantee/Service Provider shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if Grantee/Service Provider shall violate any of the covenants, terms, or stipulations of this Agreement and fails to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such 30-day period, the cure period to be extended as long as reasonably necessary so long as Grantee/Service Provider commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to Grantee/Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any material breach of the Agreement by Grantee/Service Provider and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due to the City from Grantee/Service Provider is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements – Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after thirty (30) days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Marijuana Fund grant. If any of the Marijuana funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and withhold 100% of any undisbursed funds.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

24. Modification and Amendment

a) Modification by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications –

(1) Grantee/Service Provider shall follow the revision procedures outlined below if programmatic or budgetary modifications are desired:

i. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following

circumstances: when any budget transfers to or between budget categories are proposed;

ii. When the scope, objective, eligibility, or completion date of the Project changes;

iii. When additional or less funding is needed; and,

iv. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

i. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

ii. When any additional or less funding is needed.

The City's approval is not binding until memorialized in the contract amendment.

25. Other Modifications – If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 24, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

26. Integration – This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

27. Compliance with Applicable Laws – At all times during the performance of this Agreement, Grantee/Service Provider shall strictly adhere to all applicable federal and City laws, orders, and all applicable standards, regulations, interpretations, or guidelines issued pursuant thereto.

28. Monitoring and Evaluation – The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient utilization of Marijuana Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

29. Severability – To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

30. Binding on Successor – Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

31. Subletting, Assignment or Transfer – Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

32. Survival of Certain Contract Terms – Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

33. Indemnification – Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

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

34. Insurance – During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

35. Special Provisions – Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible

for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

a) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

b) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

36. Grantee/Service Provider Recognition – Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

37. State and City Law Compliance – All responsibilities of Grantee/Service Provider enumerated herein shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules, and regulations.

38. Discrimination –

a. In Employment. Grantee/Service Provider shall not discriminate against any employee, applicant for employment, contractor, or subcontractor. Discrimination, whether deliberate or unintentional, is any action that has the effect of limiting employment and advancement opportunities because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, pregnancy, childbirth and related medical conditions, active military status, veteran status, citizenship status, genetic information, or any other class, attribute, or affiliation that is protected by state, federal, or applicable law.

b. In Services Provided. Grantee/Service Provider shall not discriminate against anyone in providing services because of an individual's race, (including hair texture, hair type, hair length or a protective hairstyle commonly or historically associated with race), disability, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin or ancestry, in Grantee/Service Provider's services, activities, accommodations, or facility use. Grantee/Service Provider understands and agrees that any act of discrimination in providing services may be grounds for termination of this Agreement for cause and may subject Grantee/Service Provider to loss of funding, reimbursement of funds allocated, or denial of future funds.

39. Independent Contractor – Grantee/Service Provider, Owner, Developer, and Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, Owner, Developer, Contractor, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, Owner, Developer, Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents only if such coverage is made available by Grantee/Service Provider, Owner, Developer, Contractor or a third party. Grantee/Service Provider, Owner, Developer, Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider, Owner, Developer, Contractor shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

40. Certification of Non-Debarment – Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

41. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

(*signature pages to follow*)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER

_____
_____, Title _____

Exhibit A
SCOPE OF SERVICES

1. **Project Description**

   a. Please provide brief description of your program/project that this funding will support

Three Birds Alliance is requesting funding to support our Emergency Shelter for victims of domestic violence in Aurora, CO. Specifically, funding will be used for personnel, food, supplies, maintenance and repair, and client aid. Our shelters provides a safe and confidential landing place for those seeking to escape abusive relationships. Our Emergency Shelter houses victims and their children (and pets) who are imminent danger for up to 30 days. Staff provide for basic needs support while facilitating access to critical social supports through case management and advocacy, information and referrals, safety planning, housing navigation and emotional support – helping to increase victims' self-sufficiency and the transition out of shelter. Program staff also assist victims with securing vital documents and accessing benefits such as SNAP and TANF.

Additionally, our Housing Navigation team will provide direct victim services focusing on advocacy, case management, and housing stabilization with the goal of placing clients into longer term transitional or permanent housing. Additionally, our Lead Housing Navigator will work to implement low-barrier, housing-focused programming by collaborating with landlords, community organizations and government programs, and providing a continuum of care for our clients.

2. **Staffing Cost**

   a. Provide a list of positions and brief descriptions for positions that will be funded

      i. **Emergency Shelter Director** – The Emergency Shelter Director oversees the day to day operations of the 24/7 emergency shelter. The Director is responsible for ensuring residents' well-being by providing crisis intervention, advocacy, managing staff caseloads and coverage for the crisis line and shelter.
      ii. **Lead Housing Navigator**- The Lead Housing Navigator provides individualized direct victim services and works with property owners, government partners and community organizations to connect clients with housing resources in an effort to secure safe and affordable housing.
      iii. **Floating Advocates** – This includes trained advocates who cover shifts that are not covered by other full-time staff that are open due to staff who are out sick or on vacation. They provide crisis intervention, advocacy and emotional support, and respond to calls on the crisis hotline. This could include up to 5 individuals during the year.

iv. **Grant and Impact Manager-** This person is responsible for all grant activities including researching, writing and managing all grants for the organization. This position is also responsible for managing VELA, our HMIS compliant client management database for data tracking and impact.

b. What percentage of hours and benefits will this funding go towards

i. Full-time Emergency Shelter Director – 50% of hours, salary and fringe
ii. Full-time Lead Housing Navigator – 50% of hours, salary and fringe
iii. Floating Advocates' hours vary and average around 20-25 hrs/week. This grant will fund approximately 50% of full-time coverage
iv. Full-time Grant and Impact Manager - .08% of hours, salary and fringe.

c. Staff to client ratio

Our Emergency Shelter and crisis hotline are staffed 24 hours a day, 7 days a week, 365 days per year. We have at least two staff per approximately 20 clients. Overnight, we have 1 staff per approximately 20 clients.

3. <u>Direct client services</u>

a. What services will be provided

i. Case management Advocacy
ii. Crisis Intervention
iii. Information and referrals
iv. Emotional Support
v. Safety Planning
vi. Assistance with acquiring vital documents
vii. Housing Navigation and enrollment in OneHome for eligible clients.

b. What population of clients will you be serving (adults, families, veterans, young adults, etc.)

i. Families and individuals who are forced from their homes due to fleeing domestic violence.

c. Will this funding be for direct assistance to clients? Yes

i. If yes, please include documentation that agency will be collecting

Due to Colorado Domestic Violence Program requirements no documentation is demanded for those who enter an Emergency Shelter. Three Birds Alliance staff work

with clients to collect ID that is required to move towards securing a more stable housing situation and employment when possible. Our Housing Team may access a lease, and W9 from landlord, as well as income statements the course of working with clients to secure a permanent home.

1. Current Income Statements
2. W9 From Creditor/Landlord
3. Photo ID
4. Ledger/Eviction Notice
5. Utilities Bill
6. Lease

d. All program participants must be entered into HMIS or comparable database. All eligible households (literally homeless) will be enrolled into One Home and have a One Home assessment completed.

4. <u>Shelter Operational Costs</u>

a. What operational costs will this funding be used for

i. **Housing Related Client Aid -** Three Birds Alliance is requesting funds for housing focused Client Aid. These funds help to remove barriers for clients seeking to move to a permanent home. Housing related costs are limited to housing application fees, security deposits, rent deposits, pet deposits, and utility deposits, one time moving and storage costs, household item, IDs and birth certificates for client . Client aid helps to reduce barriers that exist between victims/survivors and a safe and stable place to live. Any expense outside the above named items, must be pre-approved by the City of Aurora Homelessness Division.

ii. **Other operational costs –** Utilities

vi. **<u>Performance Goals</u>**

- Define specific, measurable, achievable, relevant, and time-bound (SMART) performance goals. For example, reducing the average length of stay in shelters, increasing the number of exits to permanent housing, etc.

By December 31, 2026, 5500 nights of shelter will be provided to victims of domestic violence and their children at our emergency shelter, ensuring they have their basic needs met and a safe place to sleep after fleeing a domestic violence situation.

By December 31, 2026, Three Birds Alliance will respond to 3500 calls on the crisis hotline.

By December 31, 2026, Three Birds Alliance serve 250 individuals in our Emergency Shelter.

By December 31, 2026, 80 households (70% of households we expect to serve) will exit to transitional, permanent or longer term housing*.

Maintain an average occupancy rate of at least 90% quarterly and annually

Maintain an average permanent-housing exit rate of at least 35% quarterly and annually

Maintain an average length of stay of 180 days or fewer from entry to permanent housing exit quarterly and annually

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

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

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

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

Additional Insured and Waiver of Subrogation. Grantee/Service Provider shall name the City of Aurora, Colorado, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will

include these specific requirements along with a copy of the relevant endorsements.

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

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

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

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

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

When Grantee/Service Provider start the development phase as contemplated by this Agreement Grantee/Service Provider shall verify that all Contractors and subcontractors hired to perform construction work shall provide, pay for, and maintain in full force and effect the following types of insurance with the listed minimum limits of insurance as indicated below, covering Grantee/Service Provider, their employees, contractors, subcontractors, representatives, or anyone for whose acts they may be liable.

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

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

Contractor Insurance. The Contractor performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

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

Umbrella/Excess Liability Insurance. The Contractor shall maintain umbrella/excess liability

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

Pollution Legal Liability Insurance. The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars ($2,000,000) per claim or occurrence.

Professional Liability Insurance. The Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage. Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Builder's Risk. The Contractor shall furnish Builder's Risk insurance on "all risk" forms that are endorsed to provide coverage for floods, earthquakes, sinkholes, and demolition, and that cover underground property (except for piping and utility lines) and materials stored on and off site that have become property of the Contractor. Builder's Risk insurance shall be written on a replacement cost basis without co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project for the entire duration of work under this Agreement (until acceptance of the entire completed Project). Builder's Risk insurance shall include Permission to Occupy provision and shall name the City as a named insured and loss payee. The Contractor will be responsible for the Builder's Risk deductible in the event of a loss.

Waiver of Subrogation – Builder's Risk. Contractor and the City hereby waive any rights of subrogation against each other for any losses covered by the Builder's Risk policies furnished by the City under this Agreement, and Contractor hereby agrees that it will obtain similar waivers of subrogation from the subcontractors utilized with respect to the Project.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor with respect to Worker's Compensation, and Employer's Liability. The exceptions are that the Subcontractors (all tiers) are required to provide automobile liability insurance with minimum liability limits of One Million Dollars ($1,000,000) combined single limit and Commercial General Liability Coverage with minimum limits of Two Million Dollars ($2,000,000) per occurrence which names the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

For both Grantee/Service Provider and any Contractor or subcontractor the following will apply to the required insurance coverage:

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

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

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

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Contractor shall provide copies of insurance

policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to particular circumstances, including increased risk or scope of work. **The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles with the exception of Builder's Risk.

Owner/Developers are required to either ensure that all subcontractors are insured under Owner/Developer's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

Bonding. If this Agreement is for the amount of One Hundred Thousand Dollars ($100,000) or more, the Contractor shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bond to be released at the sole discretion of the City.

Exhibit C

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Three Birds Alliance

NAME OF PROJECT: Emergency Shelter

POINT OF CONTACT FOR THE PROJECT: Karmen Carter

FUNDING SOURCE REQUESTED: Marijuana Funds

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Personnel	.50 FTE Director of the Emergency Shelter	$ 40,545.00
Personnel	.50 FTE Lead Housing Navigator	$ 36,768.00
Personnel	.50 FTE Floating Advocates	$ 25,000.00
Personnel	.08 FTE Grant and Impact Manager	$ 7,115.00
Housing Navigation	Client Aid - Housing	$ 40,000.00
Utility Assistance	Utilities	$ 572.00
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 150,000.00

Attachment 1

OneHome Script

Script for Discussing Coordinated Entry with Clients

"OneHome Coordinated Entry is the system our community uses to connect people to housing and services. Instead of having to go to lots of different programs on your own, this process helps us learn about your situation and then match you with resources that are the best fit. Dozens of housing programs use the system to fill openings in their programs. However, not everyone who comes into the OneHome system gets housing, but it does put you on the list to be considered when openings come up.

To do this, we'll go through an assessment — basically a set of questions about your housing history, health, and safety needs. It will also ask about your housing preferences and what you may be eligible for. Your answers help us understand what type of support could work best for you.

Some people will tell me what they want me to hear, rather than telling me or even themselves, the truth. It is up to you, but the more honest you are the better we can figure out how to support you. So please answer as honestly as you are able and feel comfortable. You get to decide how much you want to share, and your information is kept private. If you're ever matched with something that doesn't feel right for you, you don't have to accept it. This is about giving you options."

Attachment 2

Feedback Poster



CITY OF AURORA
Council Agenda Commentary

Item Title: Homelessness Services Notice of Funding Opportunity Application Recommendations: Aurora Mental Health and Recovery Public Safety Funds
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2024

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The last Homeless Services Notice of Funding Opportunity was in 2024. Funding agreements were executed at the beginning of 2025 and will end in December 2025.

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

The Homelessness Division has been working on creating the 2025 Homeless Services Funding Notice of Funding (NOFO). Funding levels are lower this year, specifically because Marijuana Tax Revenue has decreased and COVID funding is no longer available. Additionally, a large sum of our homelessness funding will be allocated toward the Aurora Reginal Navigation Campus. The NOFO opened September 2nd and closed October 1st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 12 applications for a total of $1,730,064.43 and only have $961,818 available. A review panel reviewed the funding applications to make recommendations. Aurora Mental Health and Recovery is being recommended to receive $25,000 Public Safety Funds. These funds will cover staffing costs on winter nights when the Aurora Cold Weather Outreach Team goes out into the Community.

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.)

$25,000 Public Safety Funds

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 support the recommendation to award Aurora Mental Health and Recovery with $25,000 with Public Safety Funds?

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) and HOME funds, which includes tenant based rental assistance and emergency solutions grants, may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203) Emergency Solutions Grant ("ESG") funds are available for Emergency Shelter Programs and Essential Services include hotel and motel vouchers for families or individuals when no appropriate emergency shelter is available. (24 C.F.R. § 576.102) ESG funds may be used for emergency shelters, rapid rehousing and homelessness prevention. (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act)) City Council passed Ordinance Number 2016-59 that raised the sales tax on all the sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and housing options for individuals and for families who experience homelessness in the City. City Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora Municipal Court pursuant to City Code § 50-37. To receive Public Safety Assistance funds an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. (TJoyce)

2026 PUBLIC SAFETY ASSISTANCE FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND AURORA MENTAL HEALTH AND RECOVERY

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City" or "Grantee/Service Provider") and Aurora Mental Health and Recovery a nonprofit organization in the State of Colorado located at 791 Chambers Road Aurora Colorado 80011. ("Grantee/Service Provider" or "Developer").

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. (the "Program"); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Public Safety Assistance Program funds (hereinafter referred to as "Public Safety Funds"); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement with Service Provider.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grant to Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Grantee/Service Provider the sum that shall not exceed Twenty-Five Thousand Dollars and NO/100 ($25,000.00) ("Grant") sourced from the City of Aurora Public Safety Fund ("Public Safety Funds").

2. Use of Funds - Grantee/Service Provider will use the Public Safety Funds from the City to finance the operation costs associated with the Aurora Cold Weather Outreach Team. The Public Safety funds must be expended by December 31, 2026.

a. Interest Earned on Public Safety Funds - Grantee/Service Provider agrees to use any interest earned on Public Safety Funds only to provide services consistent with the

provisions and intent of this Agreement.

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

4. Scope of Services/ Use of Funds - In consideration for the monies to be received from the Public Safety Fund, Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City all work elements as indicated in the "Scope of Services," set forth in **Exhibit A,** which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.** Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one team of at least two individuals, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator -The performance of the services required hereunder shall be under the direct supervision of the person named in the Scope of Services and shall be an employee or agent of the Grantee/Service Provider, and who is hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in- charge and the City receives notification of such replacement assignment.

6. Time of Performance - This Agreement shall become effective January 1, 2026 and end on December 31, 2026. The Project contemplated herein shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in the sequence set forth in the attached Scope of Services. Grantee/Service Provider agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date set forth in the Scope of Services.

7. Compensation Amount and Payment - The total amount of Public Safety Funds to be awarded by the City to Grantee/Service Provider shall not exceed $25,000.00. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein.

8. Payment Method - Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment - Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Service and in accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The Public Safety Funds will be dispersed for services provided quarterly.

b) Expenditure Restrictions - All Public Safety Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Services. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, Grantee/Service Provider agrees that, as to its Project or activity performed or conducted under any agreement regarding the Public Safety Fund, the City shall have the necessary administrative control required to meet requirements.

c) Reimbursement of Expenses - Grantee/Service Provider agrees that before the City can distribute any Public Safety Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Office of Community Development documentation in the form required by that office. After verification of work completed, Public Safety Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

d) Payment Request Deadlines- Drawdowns (payment request from Service Provider) shall be submitted within 60 days of payments, or funds will not be reimbursed. Incorrectly submitted drawdowns requests can be resubmitted only one time. After two incorrectly submitted drawdown requests the request for payment cannot be resubmitted and the request for payment will not be reimbursed. Failure to comply with this may affect future and current grant allocations. End of year payment requests must be submitted by January 5, 2027, or they will not be reimbursed.

9. Obligation, Expenditure and Disbursement of Funds - All project related expenses must be reasonable and necessary.

10. Acknowledgement of City by the Grantee/Service Provider - Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements - Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

a) Records HMIS. According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

b) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff

c) Grantee/Service Provider (or Subrecipient) shall keep accurate books and records as indicated below:

(1) Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential services, non-residential services, shelter type;

(2) Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);

(3) Types of services or housing assistance provided by Grantor's Service Provider; services offered (and numbers utilizing those services), number of shelter nights provided (if applicable);

(4) Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements;

(5) Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year. Service Providers will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Public Safety Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements - Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the Public Safety Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Monitoring and Performance Measures -The City requires project-level and system-level performance monitoring and project-level compliance monitoring. This requires poor performers to improve or possible action to be taken.

14. Care of Personal Identifying Information

a) Definitions:

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

b) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party

under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

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

d) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

e) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

f) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the

City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

15. Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

16. Disclosure - Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

17. Audits & Inspections - All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

18. Access to Records - Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

19. Agreement Suspension - If Grantee/Service Provider fails to comply with any contractual provision, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider

could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

20. Agreement Termination - This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding - The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with Public Safety Funds from the City, which may include program income, provided to the City for the purpose of contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement.

b) Termination for Cause - If Grantee/Service Provider shall fail to fulfill, within thirty (30) days after written notice from the City, its obligations under this Agreement, or if Grantee/Service Provider shall violate any of the covenants, terms, or stipulations of this Agreement and fails to cure such violation after thirty (30) days written notice from the City, in either event, if such cure cannot reasonably be completed within such 30-day period, the cure period to be extended as long as reasonably necessary so long as Grantee/Service Provider commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to Grantee/Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any material breach of the Agreement by Grantee/Service Provider and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due to the City from Grantee/Service Provider is determined.

c) Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements - Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (default) and the failure to cure the obligation or violation after thirty (30) days, the Cure Period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Public Safety Fund grant. If any of the Public Safety funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and

withhold 100% of any undisbursed funds.

Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

21. Modification and Amendment

a) Modification by Operation of Law - This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications -

(1) Grantee/Service Provider shall follow the rev1s1on procedures outlined below if programmatic or budgetary modifications are desired:

1. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following circumstances: when any budget transfers to or between budget categories are proposed;

11. When the scope, objective, eligibility, or completion date of the Project changes;

111. When additional or less funding is needed; and,

1v. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

1. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

11. When any additional or less funding is needed.

The City's approval is not binding until memorialized in an executed amendment.

22. Other Modifications - If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 21, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

23. Integration - This Agreement, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

24. Compliance with Applicable Laws and Governing Law - All responsibilities of Grantee/Service Provider enumerated in this Agreement shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules and regulations, and interpretation or guidelines issued pursuant thereto. This Agreement shall be governed by the laws of the State of Colorado.

25. Monitoring and Evaluation - The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient utilization of Public Safety Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

26. Severability -To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

27. Binding on Successor - Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

28. Subletting, Assignment or Transfer - Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

29. Survival of Certain Contract Terms - Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

30. Indemnification - Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

Grantee/Service Provider agrees to, and does hereby, indemnify and hold harmless, and defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of this Agreement for the work to be performed hereunder. Grantee/Service Provider hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of the performance of this Agreement.

31. Insurance - During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

32. Special Provisions - Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

a) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

b) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

33. Grantee/Service Provider Recognition - Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

34. Independent Contractor - Grantee/Service Provider, Owner, Developer, and Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, Owner, Developer, Contractor, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, Owner, Developer, Contractor or

any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, Owner, Developer, Contractor and its employees and agents only if such coverage is made available by Grantee/Service Provider, Owner, Developer, Contractor or a third party. Grantee/Service Provider, Owner, Developer, Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider, Owner, Developer, Contractor shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

35. Certification of Non-Debarment - Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

36. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

(signature pages to follow)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER

_____
_____, Title _____

EXHBIT A
SCOPE OF WORK

Aurora
Mental Health & Recovery

CITY OF AURORA HOMELESS SERVICES PROGRAM
EXHIBIT A – 2026 SCOPE OF WORK

1. **Project Description**
   a. **Please provide brief description of your program/project that this funding will support**
   The Aurora Community Outreach Team (ACOT) is a multidisciplinary team of trained professionals who deploy to support the safety and wellbeing of unsheltered individuals during severe cold weather. As part of the ACOT team, Aurora Mental Health and Recovery (AMHR) provides therapists to fill the Mental Health Clinician role during eligible events to support the behavioral health needs of individuals contacted. These activations will include support and supplies to individuals receiving assistance, with the ultimate goal being a reduction in injury or death of unhoused individuals due to cold weather exposure. The ACOT team provides access and referral to basic needs such as food, clothing, shelter, medical care, and behavioral healthcare. Evidence-based practices include critical time intervention, progressive engagement, housing first, and trauma-informed, client-centered care.

2. **Staffing Cost**
   a. **Provide a list of positions and brief descriptions for positions that will be funded**
      i. *Mental Health Clinician*: An MA-level provider will conduct mental health assessments and provide mental health resources as needed; perform outreach activities, including creating and distributing resources, information, and referral to services; and provide transportation to shelter. All shifts will be filled by AMHR staff who have completed training in the ACOT model and response protocol, as well as training in crisis intervention.
      ii. *Outreach Worker*: If the City of Aurora is unable to provide an outreach worker, then AMHR will provide that role. This will be in a back-up capacity only and is not anticipated to occur more than two times over the course of the season based on prior year data. This is included in the total number of activations.
   b. **What percentage of hours and benefits will this funding go towards**
   We are requesting staffing for a total of 35 activations. We anticipate 30 weekday shifts at a rate of $150 per hour and 5 weekend shifts at a rate of $175 per hour, for activations of 4 hours each.
   c. **Staff to client ratio**
   There is no established staff-to-client ratio for the ACOT model. The ACOT team outreaches to unsheltered individuals as needed.

3. **Direct client services**
   a. **What services will be provided**
      i. AMHR staff for identified Mental Health Clinician role per eligible ACOT activation request
      ii. Information and referrals to health care
      iii. Mental health screening
   b. **What population of clients will you be serving (adults, families, veterans, young adults, etc.)**
      i. Individuals, couples, families, or youth who are experiencing homelessness
      ii. Individuals, couples, families, or youth who are at risk of homelessness
   c. **Will this funding be for direct assistance to clients?**
   Yes, this funding will support direct assistance to unhoused community members. The ACOT team will provide cold weather resources (coats, hygiene kits, etc.), transportation to local shelters, and mental health screening.

i. **If yes, please include documentation that agency will be collecting**
AMHR staff will assist the ACOT team in collecting appropriate documentation for ACOT assistance, which may include the items below:
1. Current Income Statements
2. W9 From Creditor/Landlord
3. Photo ID
4. Ledger/Eviction Notice
5. Utilities Bill
6. Lease

d. **All program participants must be entered into HMIS or comparable database.**
All ACOT activations are reported via Microsoft Forms along with basic service data.

4. **Shelter Operational Costs**
   a. **What operational costs will this funding be used for**
   Shelter operations are not part of this project and therefore are not requested.

5. **Performance Goals**
   a. **Define specific, measurable, achievable, relevant, and time-bound (SMART) performance goals. For example, reducing the average length of stay in shelters, increasing the number of exits to permanent housing, etc.**
   We will measure our performance based on the number of ACOT activations in which we participate during the cold winter months—with an anticipated 35 activations—and the number of unsheltered individuals contacted during ACOT activations.

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

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

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

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

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

Certificates of Insurance. Upon the execution of this Agreement, Grantee/Service Provider shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Grantee/Service Provider agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice

to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Grantee/Service Provider's or its subcontractor's coverage is renewed at any time prior to completion of the services, Grantee/Service Provider shall be responsible for obtaining updated insurance certificates for itself and such subcontractor from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

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

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

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

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

Exhibit C

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Aurora Mental Health and Recovery

NAME OF PROJECT: ACOT 2026

POINT OF CONTACT FOR THE PROJECT: Esther Clark, Director of Grants Strategy, grants@auroramhr.org

FUNDING SOURCE REQUESTED: Public Saftey Assistance Funds (formerly Nexus)

Please note, you will need to fill out **one annual budget, per project** you are applying for. If your agency is funded, at the end of that first year, you will be evaluated for the continuation of funds for the second year. It is not guaranteed that you will receive funds for the full grant term, or the full annual amount requested.

Eligible Cost Category (I.e. case management, legal services, HMIS)	Quantity AND Brief Description (max 200 characters)	Annual Assistance Requested
Personnel	Staff time for ACOT activations includes indirect costs	$ 25,000.00
Operational Costs		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 25,000.00

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Election Commission
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Cecilia Zapata, Deputy City Clerk / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The 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. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Election Commission currently has two (2) upcoming vacancies. The Commission received one (1) application and an interview was conducted on November 19, 2025.

The applicant was:
Shelley Hamilton Bruer

Upon conducting the interview, the Election Commission respectfully recommends the appointment of the following candidate:

Shelley Hamilton Bruer – 1st term beginning 1/1/2026 and ending on 12/31/2029

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 appoint Shelley Hamilton Bruer to the Election Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The elections commission shall consist of five members of registered electors of the City. Appointed members, during their term of office, shall not hold any elective federal, state, county or city office, nor should they be employed by the City, nor shall they be candidates for any elective office in the City. The City Clerk or designee shall be a nonvoting member of the election commission. (City Charter, art. II, sec. 2-2) All five appointees shall have staggered four-year terms. (City Code § 54-6) Commission member may serve a maximum of two consecutive terms. (Resolution R2025-78) (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Molly Barret, Chair

Through: Cecilia Zapata, Deputy, City Clerk and Marcus Bond, City Clerk Analyst

Date: November 20, 2025

Subject: Consideration to Appoint Member(s) to the Election Commission

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Number of Vacancies: 2 upcoming

Interview Information

Date of Interviews: November 19, 2025

Applicant Names: Shelley Hamilton Bruer

Applicants Interviewed: Shelley Hamilton Bruer

Summary of suggested appointment(s):

Ms. Shelley Hamilton Bruer is an exceptional candidate to serve on the City's Election Commission Board. She has an impressive resume that includes a Global Certification in Meeting Management, Master of Science in Meeting & Event Management, and Bachelor of Arts in Political Science. She completed the City of Aurora Community Police Academy earlier this year. She has served as an elected City Council Member in Castle Pines City Council from 2010 – 2012. During our interview process she demonstrated impartiality and strength in her ability to engage in a variety of topics pertaining to current and future tasks of the Election Commission. The vote to have her installed was unanimous and with enthusiasm as everyone was incredibly impressed at her communication skills, experience and desire to be a fair and thoughtful contributor to the City of Aurora Election Commission.

Recommendation

The Election Commission strongly supports the appointment of Shelley Hamilton Bruer as a member(s) on the Election Commission.

Election Commission

Applicant Package - Ward VI

Election Commission - Ward VI

Term 01 Jan 2025 - 31 Dec 2028
Positions Available 1

Number of applicants in this package 1

- Hamilton Bruer, Shelley

Received: 06/02/2025
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 06/06/2025
Marcus Bond

Name: Hamilton Bruer, Shelley

Address: [redacted]

Email: [redacted]

Board Name: Election Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
10 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
Master of Science in Meeting & Event Management, San Diego State University, San Diego, CA Bachelor of Arts in Political Science, University of California, Davis, CA

College(s) Attended:
San Diego State University University of California, Davis

Employer Name:
N/A

Employer Address:
N/A

Current Position:
N/A

Years with Current Employer:
N/A

Work Experience:
Global Event Marketing 28 years

Certification(s):
Global Certification in Meeting Management (CMM) Certified Government Meeting Professional (CGMP) Six Sigma Certified

How are you involved in your community?:
Prior Civic involvement includes: • Elected City Council Member, Castle Pines City Council, 2010 – 2012 • Founding and Certified Member, CPCERT (Castle Pines Community Emergency Response Team) Now that I am not working, I just completed the City of Aurora Community Police Academy 2025. I am looking for additional opportunities to support my city.

List your interests and activities.:
Global travel, politics, fur mommy, safety, election integrity, outdoor activities, life balance

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?:
As someone with a life long interest in politics, having earned my under graduate degree in Political Science and was formerly an elected city council official, I would love to bring my education, passion and experiences to my city. Additionally, with all of the city, regional, state and federal "noise" currently flooding elections, I want to be a part of the solution, bringing objectivity and impartiality to the city I call home.

How much time do you anticipate being able to spend on this appointment each month?:
It would likely vary with election cycles. With that said, I would anticipate an average of 5+ hours, and increasing during elections.

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:
Steve Konecny [redacted]

Reference 2: Full Name, Phone Number and Address:
Christine Hendee [redacted]

Reference 3: Full Name, Phone Number and Address:
Cathy Carruth [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:
Shelley Hamilton Bruer

Time of Submission: 06/02/25 10:35:54 AM

Attachments

- SHB CV 2025.pdf

Shelley Hamilton Bruer
MsMEM CMM CGMP



Architect of Scalable Revenue-Driving Experiences That Convert | Visionary Global Strategic Leader Driving Engagement, Pipeline, Innovation, Brand Impact | Builder of High-Performing, Empowered Teams

Dynamic and data-driven global events and marketing executive with 20+ years of success delivering proprietary high-performance, award-winning experiences for world-class brands including Cisco, Raytheon, and Keysight. Renowned for translating strategic vision into seamless global powerhouse programs—driving pipeline acceleration, brand elevation, and deep customer engagement. Expert in building scalable frameworks, managing $17M+ budgets, and empowering cross-functional teams across continents to execute flagship user conferences, trade shows, executive summits, internal kickoffs, and industry activations.

Trusted advisor to the C-suite with a proven ability to turn complexity into clarity, chaos into connection, and moments into momentum. Passionate about crafting inclusive, AI-enhanced, hybrid-ready experiences that empower high-performing teams and amplify business outcomes. Strategic leader who cultivates high-performing teams, ignites passion through compelling vision, fosters inclusive cultures, and drives innovation at the nexus of brand, experience, and technology.

Core Competencies

- Global Wholistic Customer Engagement | Flagship Conferences | Scalable Experience Design
- Executive Engagement Leadership | CXO Programs | Advisory Boards | Strategic Relationship Activation
- Content Strategy & Messaging Alignment | Thought Leadership Integration | C-Suite Collaboration
- Live, Hybrid & Virtual Program Management | Complex Logistics | Platform Optimization
- $MM Budget Oversight | Vendor Management | $100M+ Contract Negotiation | Compliance Assurance
- Multi-Functional Team Leadership | Stakeholder Communications | Organizational Development
- Audience-Centric Innovation | Brand Experience Management | Innovative Experiences
- Data-Driven Marketing & Analytics | KPI Frameworks | Pipeline Attribution | Continuous Optimization
- Process & Operational Excellence | Playbook Development | End-to-End Program Execution
- Team Empowerment | Culture Building | Coaching | High-Performance Team Cultivation
- Immersive Storytelling | Simplifying Complex Strategies | Human-Centric Messaging | Cross-Functional Alignment

Professional Experience

Volunteer/Travel Sabbatical, 2023 – 2024

- Embraced global travel as a blend of adventure, service, and recharging—actively contributing to causes I'm passionate about while gaining renewed perspective and energy for future impact.
- Engaged in community-driven initiatives, fostered meaningful cross-cultural exchange, and invested in personal and professional renewal through intentional global exploration.

Director of Events and Experiences, 2022 – 2023
Keysight Technologies, Denver, CO (Remote)

- Directed GTM event, trade show, and marketing strategy across the Americas, delivering 37% increase in demand through integrated ABM and AI-powered campaigns.
- Increased audience engagement by 45% through hybrid event design aligned with business goals.
- Implemented a digital journey framework, boosting CTR by 11% and extending the content lifecycle.
- Reduced lead processing time from weeks to under 48 hours with a digital capture system.
- Mentored high-performing team of 11; promoted 2 within 6 months.

Executive Meetings and Events Director, 2013 - 2021
Raytheon Technologies, Denver, CO/Tucson, AZ (Remote)

- Led global CXO event portfolio, conferences, flagship events, and marketing campaigns; aligned initiatives to business goals and Sunshine Laws.

- Directed strategic summits and leadership engagements; managed contracts worth $100M+ via Cvent.
- Overhauled KPI/Goal development, measurement, and ROI analytics, providing critical, essential, and best practices.
- Created virtual engagement series during organizational restructuring, boosting retention and communication.
- Developed global onboarding and recognition programs, enhancing employee satisfaction and pipeline performance.

Global Senior Field Sales Program and Operations Manager, 2005 - 2012
Cisco Systems, Inc., Denver, CO/San Jose, CA (Remote)

- At the request of the SVP of Global Sales, led a complete transformation of the global sales onboarding experience, resulting in a 13.6% increase in bookings, 98% quota achievement, accelerated sales attainment by 2.3 months, and a 63.3% reduction in new hire attrition.
- Managed communication platforms and feedback loops to inform executive-level priorities and performance.
- Received ASTD Excellence in Practice Award upon first submittal — a first-time achievement for Cisco by redefining global training innovation.

Senior Events Program Manager, 2004 - 2005
Cisco Systems, Inc., San Jose, CA (On-Site)

- Orchestrated global program strategy, encompassing C-Suite Leadership Summits, SKOs, Sales Incentives, Congresses, Corporate Sponsorships, key initiatives such as Cisco Capital, Healthcare, Global Sales Enablement, EBC, and major trade shows, overseeing all aspects from content and speakers to Marketing Communications and operations.
- Reduced program budgets by 20% while driving significant improvements in customer satisfaction, achieving double-digit growth in engagement.

Global User Conference Program Manager, 2001 - 2004
Cisco Systems, Inc., San Jose, CA (On-Site)

- Spearheaded global expansion of the flagship event, CiscoLive!, across EMEA, APJ, and LATAM, scaling attendance to 12,000+ while expertly managing a $17M+ budget.
- Developed and launched an exclusive CXO invite-only track to deepen executive engagement, increase customer influence, and sales pipeline engagement.
- Created a post-event digital strategy to extend content reach, drive year-round brand loyalty, and future registration.
- Achieved a 24% increase in customer satisfaction and earned the prestigious Event Marketer EX Award for excellence in experiential marketing.

Education & Credentials

- Master of Science in Meeting & Event Management, San Diego State University, San Diego, CA
- Bachelor of Arts in Political Science, University of California, Davis, CA
- Global Certification in Meeting Management (CMM)
- Certified Government Meeting Professional (CGMP)
- Six Sigma Certified

Tools & Technologies

MS Office Suite| Cvent/MeetingSmart Administrator| SharePoint| SalesForce | Zoom| WebEx | Teams| Eloqua| DOMO| AI| Captello| Certain| BigMarker | HubSpot | ClickUp | ChatGPT | RegWeb | Marketo| GSuite

Public Service & Volunteer Experience

- Member, MPI Corporate & Administrative Planners Advisory Board
- City of Aurora Community Police Academy 2025
- Elected City Council Member, Castle Pines City Council, 2010 – 2012
- Founding and Certified Member, CPCERT (Castle Pines Community Emergency Response Team)
- Multiple Animal Rescue Organizations/Philanthropic Organizations (Pancreatic Cancer Research, Public Safety, etc.)

Awards

- American Society for Training & Development (ASTD) Excellence in Practice Award
- Cisco Systems, Inc. Individual & Team Achievement Awards
- Ex Awards, Event Marketer Magazine
- Raytheon Technologies Achievement Awards, Certificates of Excellence, Global Communications Awards, &Team Achievement Awards

Publications

- Authored three Articles in Government Connections, Vol. 12, Issue 1, 2020; Vol. 13, Issue 1, 2021; Vol. 13, Issue 2, 2021

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Planning and Zoning Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Planning and Zoning Commission shall exercise the functions and powers and perform the duties assigned to it by this Charter and the ordinances of the City. It shall prepare and submit to Council for its approval a master plan for the physical development of the city; it shall hold hearings relative to zoning and changes in the zoning ordinance and shall make recommendations thereon to Council; and it shall assist Council in considering and recommending a plan for capital improvements. Where not otherwise provided by Charter or ordinance, the Planning and Zoning Commission shall have the power, perform the functions, and follow the procedures set forth in the statutes of the State of Colorado.

The Planning & Zoning Commission is composed of seven (7) members appointed by City Council. Each member is appointed for a term of three (3) years and may serve up to three (3) consecutive terms. Council has sole discretion and final approval concerning appointments. Council may approve an interview and appointment schedule to initiate the interview process for additional applications or appoint a candidate from the applications received to date.

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

The Planning and Zoning Commission has two (2) vacancies. The online application was closed on January 2, 2026. Council received six (6) applications, one of which is for reappointment. During the December 15, 2025, Study Session, Council supported the reappointment of Melvin Bush to one of the vacancies, and approved the proposed schedule to initiate the interview and appointment process for the remaining vacancy.

Melvin Bush – 3rd Term Beginning 1/1/2026 and ending on 12/31/2028

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 reappoint Melvin Bush to the Planning and Zoning Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter 3-11 and 9-1) The Planning and Zoning Commission shall consist of seven members. All members shall be registered electors for at least one year immediately preceding their appointment. (City Code 106-29) Commission members are appointed for a three year term and may serve up to three consecutive terms. (City Code 2-772 and Resolution R2025-78) (Wood)

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: December 15, 2025

RE: Planning & Zoning Commission Vacancies

Board Member Roster

Name	Term Ends
Melvin Bush (Support by Council for reappointment)	2025
Robert Gaiser	2025
Sonda 'Sunny' Banka	2026
Gayle Jetchick	2026
Becky Hogan	2027
Garrett Walls	2027
Michael Riley	2027

Commission Composition

- **Composition:** Seven (7) members
- **Term Length:** Three (3) year overlapping terms
- **Term Expiration Date:** December 31st
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

References

City Code: https://aurora.municipal.codes/Code/106

Unified Development Ordinance (UDO): https://aurora.municipal.codes/UDO/146-5

City Charter: https://aurora.municipal.codes/Charter/9-5

Online application

Planning & Zoning Commission
Interview & Appointment Schedule

TO: Mayor and Council Members
FROM: Kadee Rodriguez, City Clerk
DATE: December 15, 2025

Planning and Zoning Commission Application open online

12/15/2025	Proposed schedule presented to Council (Study Session)
1/2/2026	Deadline to submit an application
1/8/2026	Deadline for Council Members to submit rankings
1/12/2026	Council determines candidates to be interviewed (Council Meeting)
1/16/2026	Background checks are conducted
1/26/2026	Council interviews candidates (Study Session)
2/9/2026	Council appoints Commissioner (Council Meeting)

Planning And Zoning Commission

Applicant Package - Ward I

Planning And Zoning Commission - Ward I

Term 01 Jan 2025 - 31 Dec 2027
Positions Available 1

Number of applicants in this package 1

- Bush, Melvin E.

Received: 8/8/2025
Ward I Resident and Registered Voter
Adams County
Vetted: 8/8/2025
Marcus Bond

Name: Bush, Melvin E.

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

25 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 :

Graduate Business and Law School (19 years total)

Degree(s) Received:

B.S Business Administration

College(s) Attended:

Graduate School of Business (Taxation) Law School (Taxation)

Employer Name:

Retired - Self employed (Insurance Design & Placement, Inc.

Employer Address:

Denver, CO. and Baton Rouge, LA

Current Position:

Retired - Daughter current majority stock owner

Years with Current Employer:

30 years

1.Previous Employer Name:

Nationwide Insurance

Position:

Commercial Insurance sales

Years with Previous Employer:

10 years

Reason for Leaving:

To start a 'commercial lines only' insurance agency.

2.Previous Employer Name:

completed

Position:

completed

Years with Previous Employer:

completed

Reason for leaving:

completed

3. Previous Employer Name:

completed

Position:

completed

Years with Previous Employer:

completed

Reason for Leaving:

completed

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission?:

Yes

If yes, what board, committee or commission?:

Planning 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 my knowledge from serving on the Adams County Board of Directors and Chairing for 5 yrs., Planning Commission, the budget Advisory Committee, and chairing the Ronald McDonald Charities board of directors during the construction of the Aurora House, I bring experience and passion to the position.

List your interests and activities.

:

Walker and reader

List licenses, special training and certificates related to this board or that you would like to share with us. :

Land Trust Conferences

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

No

If yes, please explain. :

None

Full Name:

Brandon Cammarata

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Ms. Angela Lawson

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Ms. Francoise Bergan

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 Planning & Zoning Commission I must meet the following requirements as outlined in Section 146-5.1.2 of the City Code:

• Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Melvin E. Bush

Date:

08/09/2025

Time of Submission: 08/08/25 2:41:59 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Murphy Creek Compton Property Purchase at Picadilly Road Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Andrea Long, Principal Engineer, Aurora Water
Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/5/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/19/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

On November 19, 2025, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District regarding the acquisition of 159 Picadilly Rd. in the City of Aurora forward to the December 15, 2025 Study Session.

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

Background:
When Murphy Creek overtopped Picadilly Rd and caused private property damage, Aurora Water hired an engineering firm to evaluate the existing culverts, which found them to be undersized. The engineering firm evaluated several design alternatives to reduce the frequency of the flooding at the crossing and reduce the likelihood of future property damage. The alternatives were intended to be an interim solution, as the long-term solution will occur when Picadilly Rd is widened and box culverts are eventually installed.

The results of the design alternatives found the interim solutions could cost between $630,000 to $684,000 with other alternatives being far too expensive or accomplishing too little in overtopping reduction. Through the alternatives analysis the team learned about the Mile High Flood District (MHFD) Property Acquisition Fund Reserve. These funds help local governments purchase at-risk properties in the floodplain and return the land to the stream corridor.

Pursuing the MHFD Property Acquisition Funds, Aurora Water and Real Properties approached the owner of private property, Compton's Welding Services at 159 Picadilly Rd, Aurora, CO 80018 with the proposition of buying the property. Following appraisals and negotiation the property owner agreed to sell the property for $880,000.00.

The guidelines for the MHFD Property Acquisition Funds allow for the local government's flexibility with the parcel, but the key component is to eliminate insurable structures in the floodplain when we are finished. A future project will be necessary to demolish the existing structures. The engineer is working to prepare cost estimates for the City to use for budgeting. Initial evaluations had cost less than the cost for the temporary design alternatives.

As a result, Staff recommend the most cost-effective approach is the utilize the MHFD Property Acquisition Funds to purchase the parcel and at a future date, demolish the buildings. An item of note, when Picadilly Rd is widened in the future it is likely this parcel will be impacted during and after construction so there is the added benefit to the City to owning the parcel.

Scope:
The goal of this project is to reduce the potential for property damage from flooding, maintain the natural flow of the creek, and reduce the risk from overtopping occurring on Picadilly.

Location:
Murphy Creek passing under Picadilly Rd, North of Buckley Airforce Base and south of Stephen D Hogan Pkwy.

Proposed Award/Amendment:
This IGA agreement between Aurora and Mile High Flood District would purchase the property for $880,000 with MHFD committing $800,000 and Aurora committing $80,000 all within 2025.

Budget:
Under the intergovernmental agreement facilitated between Aurora and MHFD, Aurora would commit $80,000 and MHFD would commit $800,000 all in 2025 for the purchase of the property.

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 is available in the Capital Improvement Program, Water Fund, in the amount of $80,000.

CC-52309 FD-525 PRJ-521852 SC-64947

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 support moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District regarding the acquisition of 159 Picadilly Rd. in the City of Aurora forward to the January 5, 2025 Council meeting?

LEGAL COMMENTS

Aurora Water is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes Aurora Water by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12). (Best)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING THE ACQUISITION OF 159 PICADILLY ROAD IN THE CITY OF AURORA, ARAPAHOE COUNTY

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water"), and Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") seek to enter an Agreement for Acquisition of 159 Picadilly Road in the City of Aurora, Arapahoe County ("Agreement"); and

WHEREAS, District, in a policy statement previously adopted expressed an intent to assist public entities such as Aurora Water which have enacted floodplain regulations; and

WHEREAS, Aurora Water and District have previously cooperated in the preparation of a drainage master plan entitled Murphy Creek Outfall Systems Plan (" Master Plan"), which identified a floodplain along Murphy Creek and Coal Creek; and

WHEREAS, a certain property located at 159 Picadilly Road ("Property") became available, and Aurora Water requested the District's assistance to purchase the Property in accordance with the Master Plan; and

WHEREAS, Aurora Water's contribution to purchase the Property through this Agreement shall not exceed $80,000; and

WHEREAS, a summary of contributions through this Agreement is set forth below:

	Previous Contribution	Contribution through this Second Amendment	Total Contribution
District	$0.00	$800,000.00	$800,000.00
Aurora Water	$0.00	$80,000.00	$80,000.00
TOTAL	$0.00	$880,000.00	$880,000.00

WHEREAS, the Property purchased pursuant to the Agreement is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, Aurora Water is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes Aurora Water by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and Urban Drainage and Flood Control District regarding the acquisition of 159 Picadilly Road in the City of Aurora, Arapahoe County is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

AGREEMENT REGARDING
ACQUISITION OF 159 PICADILLY ROAD
IN THE CITY OF AURORA, ARAPAHOE COUNTY
Project No. 110546
Agreement No. 25-09.28

THIS AGREEMENT, made this _____ day of _____, 2025, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and the CITY OF AURORA, acting by and through its Utility Enterprise, Aurora Water (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, CITY has enacted floodplain regulations; and

WHEREAS, PARTIES have cooperated in the preparation of a drainage master plan entitled "Murphy Creek Outfall Systems Plan" by Olsson, Inc., dated 2008 (hereinafter called "PLAN"), which identified a floodplain along Murphy Creek and Coal Creek (Exhibit A); and

WHEREAS, the property at 159 Picadilly Road became available and the CITY requested DISTRICT assistance with purchasing it (hereinafter called "PROJECT"); and

WHEREAS, the estimated total cost for acquisition of PROJECT is $880,000; and

WHEREAS, CITY has requested DISTRICT funding assistance for PROJECT; and

WHEREAS, DISTRICT has adopted a Preservation Fund Budget for floodplain preservation for calendar year 2025 subsequent to public hearing (Resolution No. 79, Series of 2024) from which $800,000 has been allocated for the acquisition of PROJECT; and

WHEREAS, DISTRICT Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2025); and

WHEREAS, the Council Members of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

   This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PUBLIC NECESSITY

   PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

3. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Acquisition costs;
2. Appraisal costs, title work, demolition, and/or relocation, etc

B. It is understood that PROJECT costs as defined above are estimated not to exceed $880,000. Project costs for the various elements of the effort are estimated as follows:

	ITEM	AMOUNT
1.	Acquisition	$800,000
2.	Appraisal costs, title work, demolition, and/or relocation, etc	$80,000
	Grand Total	$880,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. DISTRICT shall contribute $800,000 toward PROJECT costs and CITY shall contribute the remainder of PROJECT costs. Based on total PROJECT costs, the maximum cost to each party shall be:

	Participation
DISTRICT share	$800,000
CITY share	$80,000
TOTAL	$880,000

4. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Within 30 days of presentation by CITY of an invoice for PROJECT, DISTRICT shall remit up to a maximum amount of $800,000.

5. RIGHT-OF-WAY

CITY, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement PROJECT as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs will also be considered a PROJECT cost. Right-of-way acquisition by negotiation and / or the exercise of eminent domain shall be in full compliance with the laws of the State of Colorado. In addition, the right-of-way acquired shall be in the name of the CITY and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of the CITY. DISTRICT shall serve as the paying agency.

A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing by DISTRICT will be only for the property or portions thereof, approved by PARTIES to be needed for drainage and flood control improvements. CITY shall purchase the right-of-way only after receiving prior approval of DISTRICT and such purchases shall be made with PROJECT funds.

B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between CITY and property owner for the needed right-of-way that commits the property owner to sell property to CITY at a price certain and on a date certain, CITY shall so advise DISTRICT and request payment as provided above. DISTRICT will make payment within 30 days of receipt of request accompanied by the information set forth above.

C. Ownership of Property and Limitation of Use. CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the floodplain right-of-way is being used for drainage and flood control purposes. The property shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. CITY may not dispose of or change the use of the floodplain property without approval of DISTRICT. If, in the future, CITY disposes of any portion of or all of the floodplain property acquired pursuant to this Agreement or changes the use of any portion or all of the floodplain property acquired pursuant to this Agreement, and CITY has not obtained the written approval of DISTRICT prior to such action, CITY shall take any and all action necessary to reverse said unauthorized activity and return the floodplain property acquired pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at CITY's sole expense. In the event CITY breaches the terms and provisions of this Paragraph 5.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CITY for specific performance of this portion of the Agreement.

6. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplains of Murphy Creek and Coal Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of Murphy Creek and Coal Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

7. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final payment is made to the property owner pursuant to Paragraph 4 herein, except for Paragraph 6. FLOODPLAIN REGULATION and Paragraph 5.C. Ownership of Property and Limitation of Use.

8. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

9. CONTRACTING OFFICERS

A. The contracting officer for CITY shall be the General Manager of Aurora Water (or designee), 26791 E Quincy Avenue, Aurora, Colorado 80016.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

10. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with CITY the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from CITY needed to complete PROJECT in a timely manner. CITY agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to CITY.

11. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

11. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

12. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

13. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

14. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

15. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

16. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

18. PUBLIC RELATIONS

It shall be at CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of the proposed facilities and what impact it may have on them. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

19. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

20. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CITY and/or DISTRICT.

21. 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 PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of

action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, As Amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

24. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq*., C.R.S.) as now or hereafter amended or otherwise available at law or equity.

25. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the CITY, the DISTRICT or any other entity not a party hereto.

26. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

A. Electronic or facsimile delivery of a fully executed copy of a signature page; or

B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Checked By:_____

Name Laura Kroeger

Title Executive Director

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 11/4/2025 25006317
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

AGREEMENT REGARDING
ACQUISITION OF 159 PICADILLY ROAD
IN THE CITY OF AURORA, ARAPAHOE COUNTY
Project No. 110546
Agreement No. 25-09.28

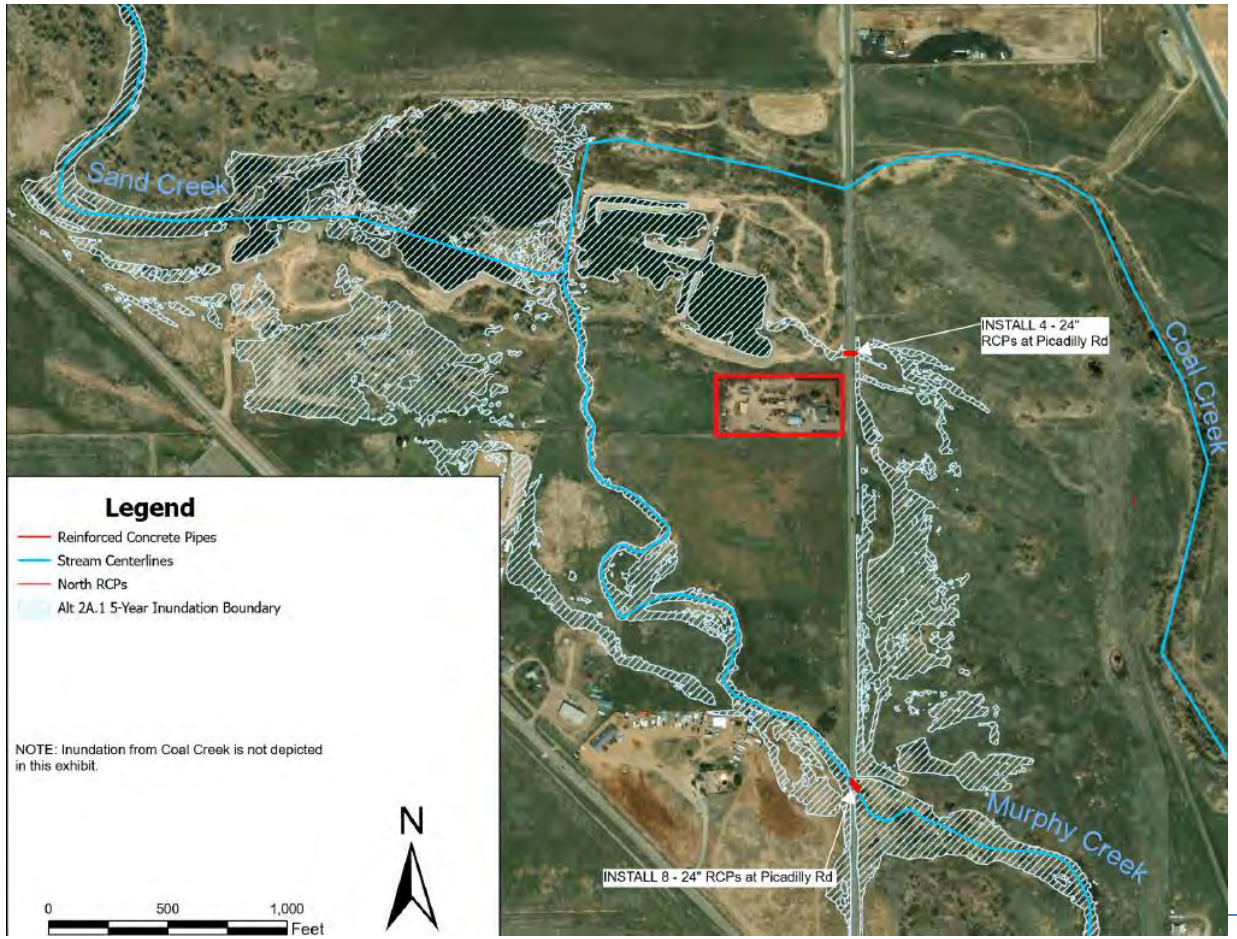
Exhibit A



Mile High Flood District IGAs

Agreements between MHFD and Aurora
2025

Compton Property Purchase at Murphy Creek and Picadilly Rd



- Project Goals
  - Remove potential flooding risk for private property
  - Reduce the need to spend $700,000 on temporary culvert upgrades on Picadilly
- Stakeholders
  - Aurora
  - Mile High Flood District
  - Compton Welding → Property Owner

Compton Property Purchase at Murphy Creek and Picadilly Rd

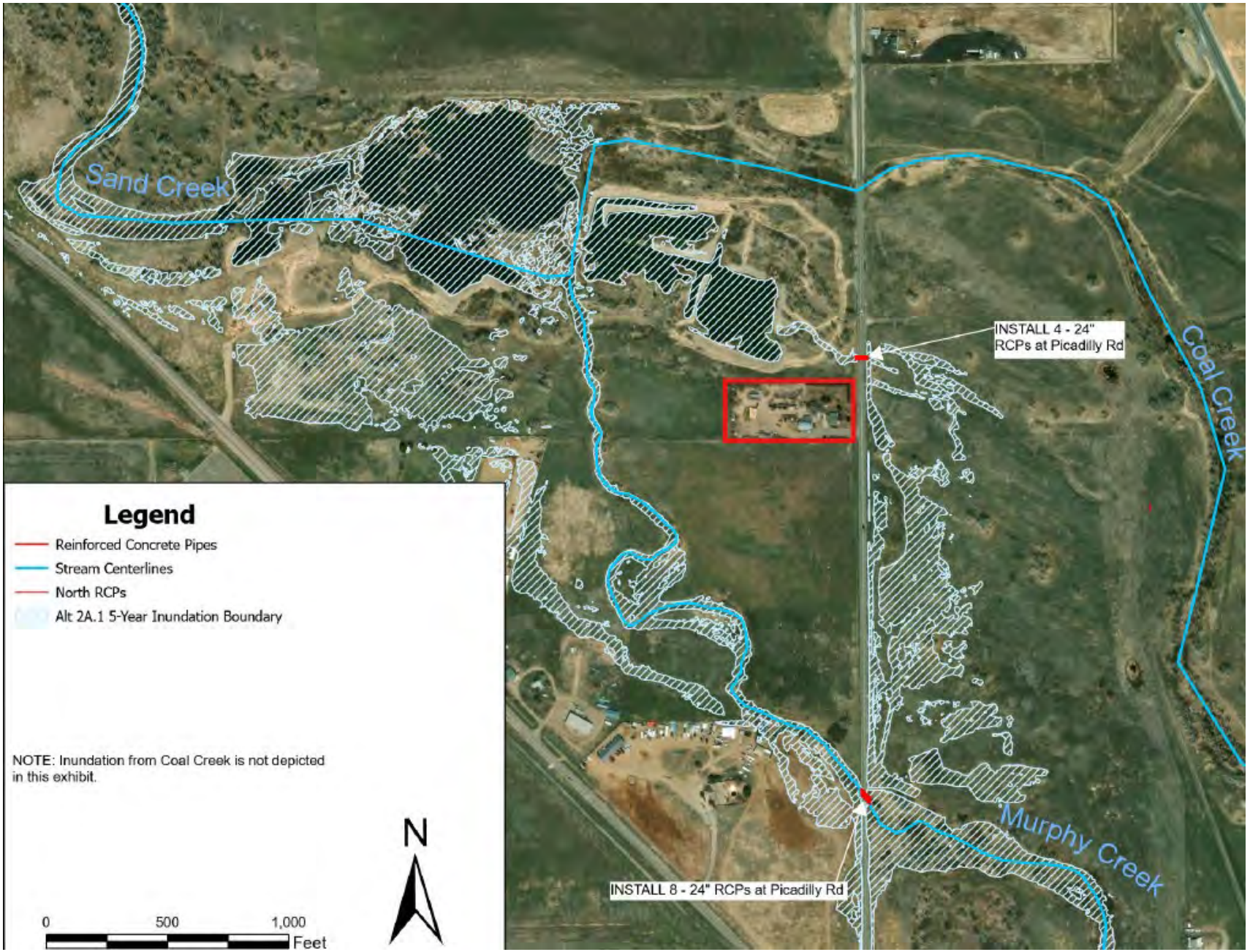
	2025 Contribution	Total
MHFD	$800,000	$800,000
City of Aurora	$ 80,000	$ 80,000
Total	$880,000	$880,000

- Aurora Water's total contribution is approximately 9% of the total funds.
- The cost of the project will be split 91% MHFD and 9% Aurora

Compton Property Purchase at Murphy Creek and Picadilly Rd

Does the Water Policy Committee support moving this item forward to Study Session?

Compton Property to be purchased in Red Box



CITY OF AURORA
Council Agenda Commentary

Item Title: Retail Strategy (Resolution)
Item Initiator: Francoise Bergan, Council Member
Staff Source/Legal Source: Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Deputy City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Françoise Bergan, Council Member
Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Deputy City Attorney
Estimated time: 15 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

With retail sales taxes making up 57% of the city's general fund budget on average, retail remains an essential component of Aurora's economy, quality of life, and neighborhood identity. While the structure of retail continues to evolve, the need for vibrant, safe, and convenient neighborhood centers remains constant.

The COVID-19 pandemic, followed by shifts in consumer behavior, accelerated structural change in the retail sector. Traditional ten-year business models have condensed into one-to-three-year planning horizons. Physical retail now functions as part of an ecosystem, where online presence, curbside pickup, and local service integration are as important as in-store experience.

Aurora's retail centers face a mix of market, property, and perception challenges — from deferred maintenance and large vacant spaces to changing tenant mixes and safety concerns. Addressing these issues requires coordinated public-private action centered on adaptability, reinvestment, and customer confidence.

In late 2024, under the sponsorship of Councilmember Françoise Bergan, the city embarked on the development of a citywide Retail Strategy. Following a comprehensive canvasing and evaluation of retail areas in all Wards, meetings with council members and presentations to the Council Planning and Economic Development Committee (most recently at the November 12, 2025 meeting) and 2025 Winter Workshop, the following Retail Strategy goals were developed to strengthen and improve Aurora's economy and overall livability:

1. Strengthening, re-activation and/or redevelopment of existing retail centers.
2. Improve the appearance, safety, and walkability of commercial areas.
3. Promote balanced tenant mixes that increase convenience and community identity.
4. Encourage frequent visits of retail centers through coordinated events and customer-oriented services.

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

The City's Retail Strategy recognizes that while retail is primarily private sector driven, the City has a clear role in creating the conditions that support reinvestment, adaptability, and customer confidence. The Retail Strategy will be guided by an Implementation Plan that will be informed by stakeholder engagement. It is anticipated that the Implementation Plan will be regularly updated to evolve with changing economic and market conditions in Aurora.

Strategic engagement with commercial brokers, retail center owners and businesses is instrumental in developing action items and tools that will be effective in attracting and retaining retail, as well as encouraging the revitalization and redevelopment of underperforming retail centers. To ensure we are meeting the needs of the retail community, a roundtable and focus groups will be convened starting in January 2026 to discuss the retail strategy and proposed implementation tools, as well as discuss trends, opportunities and challenges in retail and how the city can be a partner in making Aurora the choice location in the metro region for retail.

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.)

Development of the implementation plan and supporting engagement will be conducted by staff.

QUESTIONS FOR COUNCIL

Does council support a resolution supporting targeted engagement to develop implementation tools for the city's retail strategy?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (City Charter Sec. 5-1). (Allen)

RESOLUTION NO. R2025- __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING THE CITY'S RETAIL STRATEGY AND ASSOCIATED TARGETED ENGAGEMENT FOR IMPLEMENTATION

WHEREAS, the City of Aurora (the "City") is a growing city and desires to create and maintain a healthy and vibrant retail economy; and

WHEREAS, the City's desired outcome is to develop and implement a comprehensive strategy that combines attracting and retaining retail, as well as targeted incentives and strategic mandates to encourage revitalization or redevelopment of failing retail shopping centers; and

WHEREAS, the attraction and retention of retail is vital for strengthening the City's tax base; and

WHEREAS, revitalizing vacant buildings and underperforming strip centers is critical to preventing neighborhood decline, reducing crime and public safety concerns associated with vacant or abandoned properties, and strengthening the City's tax base; and

WHEREAS, a sound Retail Strategy is needed that improves the economy and livability of the City by providing attractive shopping centers and a quality shopping experience; and

WHEREAS, strategies are needed to create new investment, attract quality businesses, increase surrounding property values, and create vibrant mixed-use environments that support housing, retail, and community amenities; and

WHEREAS, under the sponsorship of Councilmember Francoise Bergan, the City has developed a comprehensive Retail Strategy focused on attracting and retaining retail in the city, including incentives and mandates to assist in attraction and retention of retail and encourage revitalization or redevelopment of failing retail shopping centers within the City of Aurora; and

WHEREAS, these efforts can transform underutilized properties into thriving destinations that enhance economic vitality and quality of life for residents; and

WHEREAS, pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, pursuant to the City of Aurora's City Council Rules of Order and Procedures Section B.2(a), Council members have authority to place items on the Study Session agenda and each item shall indicate the party requesting the item; and

WHEREAS, pursuant to City Charter 5-1, the City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable.

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

Section l. The City Council of the City of Aurora expresses its support for and authorizes the Retail Strategy through this resolution.

Section 2. The City will engage and collaborate with stakeholders including business groups, developers, industry partners, commercial brokers, and real estate professionals, to develop implementation tools for the retail strategy, including targeted incentives and strategic mandates to attract and retain retail and to encourage revitalization or redevelopment of failing retail shopping centers within the City of Aurora.

Section 3. The Mayor and City Clerk are hereby authorized to execute this Resolution 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 _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

Aurora Retail Strategy

City Council Study Session
December 15, 2025

Planning and
Business Development Department

Sponsor: Councilmember Francoise Bergan



Presentation

1. Overview of Retail Strategy
2. Existing Retail Incentive Tools
3. Next Steps

A City's Role in Retail

1. **Maintain and enhance the public realm** (streets, sidewalks, lighting, access, safety) around commercial areas.

2. **Facilitate communication and coordination** among property owners, brokers, and business operators to support information-sharing and early issue identification.

3. **Ensure clear, predictable, and timely development processes** for signage, façade improvements, tenant space modifications, and reuse of existing buildings.

4. **Provide access to business resources** such as training, technical assistance, and referrals to capital or small-business support programs.

5. **Support visibility of retail areas** through **information-sharing**, district identity guidance, and partnerships with organizations that are *already responsible* for marketing and activation (Chambers, BIDs, merchant associations, DDA).



Retail Center Health Indicators



Price/Square Foot



Occupancy Rate



Center Appearance



Retail Mix



Tenant Mix



Anchor Tenant

Retail Center Classifications

Primary Centers:

- Good condition
- Low vacancy rate
- Strong anchor tenant(s)
- Good retail mix
- High sales/SF
- Modern, Clean Appearance
- Regional consumer draw

Shadow Areas:

- Strategically located near a Primary Center or big box anchor
- No major anchor
- Smaller, nationally recognized tenants and/or privately owned businesses

Micro Centers:

- Similar to Shadow Areas without the proximity of a big box anchor or Primary Center
- Niche location with retail targeted to the surrounding community

Secondary Centers:

- No strong anchor and/or retail mix.
- Low consumer traffic
- Outdated appearance/run down
- High parcelization
- Struggling primary or other center









Retail Vitality Conditions

1. **Market and Economic Conditions**

2. **Property and Site Conditions (Private Ownership)**
   - Visibility, access and deferred maintenance affect customer perception and convenience.
   - Large or outdated tenant spaces can be difficult to re-lease without subdivision or reinvestment.

3. **Consumer Activity and Tenant Mix**
   - Missing anchors or limited complementary uses reduce the “one-stop” convenience residents expect.
   - Lower foot traffic discourages new tenants and slows reinvestment.
   - Marketing and customer outreach vary widely by property owner or management approach.

4. **Public Realm Considerations**
   - Lighting, sidewalks, transit access, and safety conditions around commercial areas influence willingness to visit.
   - Perceptions of safety and cleanliness shape consumer comfort and confidence.

Retail Strategy Goals

Improve economy and livability of the city by:

1. Strengthening and re-activating existing retail centers.
2. Improve the appearance, safety, and walkability of commercial areas.
3. Promote balanced tenant mixes that increase convenience and community identity.
4. Encourage frequent visits through coordinated events and customer-oriented services.

Revitalize Aurora's Retail Centers

Strengthen retail services, reduce vacancies, and build community pride by improving aging, underperforming, or redevelopment-ready centers.

Pillars

- **Strengthen Existing Retail Centers**
- **Enable Adaptive Reuse and Flexibility**
- **Business Retention**
- **Deploy Targeted, Transparent Incentive Tools**

Existing Retail Redevelopment Incentive (Large Anchor/ Major Projects)

- Supports **large-scale reinvestment** to fill vacancies **≥10,000 sq ft**
- Intended to **restore an anchor tenant** and **drive district-wide foot traffic**
- **Tier I**: Permit/use tax rebate (one-time reinvestment support)
- **Tier II**: Partial rebate of **new** sales tax revenue generated
- **Term:** Lesser of **10 years** or new lease term

Existing Retail Incentives

- **Restaurant Program (2023-2024)**
  - Cerebral Brewing – Ward 1
  - Orejano Empanadas & Sandwiches Restaurant (under construction not yet open) – Ward 3
  - Leezakaya Japanese Restaurant – Ward 4
  - Alpaca Chasqui Peruvian Restaurant – Ward 5
  - Handel's Ice Cream Parlor (in design) – Ward 6

- **Retail Redevelopment**
  - Nordstrom Rack/Lucky Strike –Southlands
  - Serenity Ridge Shopping Center – Arapahoe & Aurora Parkway
  - Aurora Crossings Shopping Center – Parker Rd north of Iliff Avenue
  - King Soopers – Peoria and 56th



Retail Support Toolkit – Draft Summary

Program Name	Purpose / What It Addresses	Type of Support	Typical Term
Retail Redevelopment Incentive (Existing Program – Revised)	Supports **large-format, anchor-level redevelopment** to fill major vacancies and drive district-wide economic activity	Reimbursement of eligible permit/use taxes; partial rebate of **new** sales tax (based on tenant space increments)	**Up to 10 years** or lease term (no change to scope; simplified administration)
Small Center Redevelopment Incentive (New Program)	Supports **neighborhood retail centers without anchor tenants** where long-standing vacancies or aging layouts reduce convenience and activity	Reimbursement of eligible permit/plan review fees and/or partial rebate of **new** sales tax generated by new tenants	**5–7 years** or lease term
Small Space Activation Incentive (New Program)	Helps property owners' **re-tenant and reconfigure small storefronts** to restore visibility and foot traffic	Support for build-out/subdivision costs; reimbursement of eligible fees; partial rebate of **new** sales tax	**5–7 years** or lease term
Retail Safety & Security Improvement Support (New Program)	Supports **property-owner-led physical improvements** to enhance lighting, visibility, access, and customer comfort where environmental conditions discourage visitation	Cost-share grants and/or time-limited partial rebate of **new** sales tax following documented improvements	**Project-based, limited duration**

Improve the Appearance, Safety, and Walkability of Commercial Areas

Crime and the perception of the lack of safety can negatively impact traffic to retail centers. Appearance of an aging center can also negatively impact a center's desirability from both a tenant and consumer perspective.

Pillars

- **Improve Customer Confidence and Safety**

Promote a Balanced Tenant Mix that Increase Convenience and Community Identity

A balanced tenant mix should serve the needs of the community, as well attract shoppers and visitors from outside of the community. Careful attention should be paid to balance traditional retail with entertainment and necessary services.

Pillars

- **Facilitate communication and coordination between property owners, brokers and business operators.**
- **Ensure the "Right Sizing" of Retail and Commercial in Growing Areas of the City**
- **Offer Assistance to Local Businesses Poised for Growth**

Encourage Frequent Visits of Retail Centers Through Coordinated Events and Customer-Oriented Services

A balanced tenant mix should serve the needs of the community, as well attract shoppers and visitors from outside of the community. Careful attention should be paid to balance traditional retail with entertainment and necessary services.

Pillars

- **Activate and Promote Retail Districts**
- **Support Local and Small Businesses Hybrid and Digital Retail Capacity**

Next Steps

- City Council approval of Retail Strategy (January/February 2026)

- **Stakeholder engagement** on retail conditions and incentives (Jan 2026)
  - Convene property owners, brokers, merchants, and business organizations to review strategy direction and discuss market conditions and trends.

- Develop Implementation Plan which includes tools
  - Refine incentive program details (Q1 2026)
  - Develop detailed program guidelines and eligibility criteria for the proposed incentives.
  - Conduct stakeholder interviews and small focus groups to ensure tools are practical and market-responsive.
  - Council Review and Policy Direction (Q1 2026)

- Implementation and Ongoing Support (2026 and beyond)



Question for City Council

Does council approve a resolution supporting the city's Retail Strategy and corresponding development of an implementation plan through stakeholder engagement?



Planning & Business Development
15151 E. Alameda Parkway, 2nd Floor
Aurora, Colorado 80012

City of Aurora Retail Strategy Framework
November 2025

Purpose and Context

With retail sales taxes making up 57% of the city's general fund budget on average, retail remains an essential component of Aurora's economy, quality of life, and neighborhood identity. While the structure of retail continues to evolve, the need for vibrant, safe, and convenient neighborhood centers remains constant.

The COVID-19 pandemic, followed by shifts in consumer behavior, accelerated structural change in the retail sector. Traditional ten-year business models have condensed into one-to-three-year planning horizons. Physical retail now functions as part of an ecosystem, where online presence, curbside pickup, and local service integration are as important as in-store experience.

Aurora's retail centers face a mix of market, property, and perception challenges — from deferred maintenance and large vacant spaces to changing tenant mixes and safety concerns. Addressing these issues requires coordinated public-private action centered on adaptability, reinvestment, and customer confidence.

In late 2024, under the sponsorship of Councilmember Françoise Bergan, the city embarked on the development of a citywide Retail Strategy. Following a comprehensive canvasing and evaluation of retail areas in all Wards, meetings with council members and presentations to the Council Planning and Economic Development Committee and Winter Workshop, the following Retail Strategy goals were developed to strengthen and improve Aurora's economy and overall livability:

1. Strengthening, re-activation and/or redevelopment of existing retail centers.
2. Improve the appearance, safety, and walkability of commercial areas.
3. Promote balanced tenant mixes that increase convenience and community identity.
4. Encourage frequent visits of retail centers through coordinated events and customer-oriented services.

Success requires creating environments where residents and consumers from outside the city choose to visit more often, supported by coordinated events, improved customer amenities, and services that reinforce each center as a functional part of community life. Through these efforts, Aurora can maintain a healthy and adaptable retail landscape that meets resident and consumer expectations and supports long-term economic vitality.

The City's Retail Strategy recognizes that while retail is primarily private sector driven, the City has a clear role in creating the conditions that support reinvestment, adaptability, and customer confidence. The Retail Strategy will be guided by an Implementation Plan that will be informed by stakeholder engagement. It is anticipated that the Implementation Plan will be regularly updated to evolve with changing economic and market conditions in Aurora.

City Role in Retail

While the success of businesses relies on many factors, the City of Aurora plays a role in the city's retail health by fostering an environment that supports both existing and new business and enables continued local economic growth.
Specifically, the city's role in retail includes:

1. Maintaining and enhancing the public realm (streets, sidewalks, lighting, access, safety) around commercial areas.
2. Facilitating communication and coordination among property owners, brokers, and business operators to support information-sharing and early issue identification.
3. Ensuring clear, predictable, and timely development processes for signage, façade improvements, tenant space modifications, and reuse of existing buildings.
4. Providing access to business resources such as training, technical assistance, and referrals to capital or small-business support programs.
5. Providing incentives.
6. Supporting visibility of retail areas through information-sharing, district identity guidance, and partnerships with organizations that are already responsible for marketing and activation (Chambers, BIDs, merchant associations, DDAs).
7. Being flexible and adapting to changing times.

> *Local leaders have a critical role to play in promoting growth, equity and resilience for their retail communities through investments in programming, resources, public space, trainings and other types of support.*
> The Future of Cities: Adapting to Changes in the Retail Landscape, National League of Cities (2023)

Retail Center Classifications

Aurora's retail centers can be broadly grouped into four classifications to help tailor strategies and incentives.

- Primary Centers are in good condition with low vacancy, strong anchor tenant(s), a healthy retail, service and entertainment mix, high sales per square foot, and a modern, clean appearance. Primary centers draw customers from a broad regional area and generally require maintenance of current conditions rather than major intervention. Cornerstar Shopping Center, located at East Arapahoe Road and Parker Road, is a classic Primary Center. Focus on Primary Centers should be in retaining existing retail and attracting complementary tenant mixes.

- Shadow Areas are generally, in close physical proximity to Primary Centers or stand alone big box anchors, relying on these centers/stores to generate traffic. They typically have no major anchor but, rather, are home to a mix of smaller, nationally

recognized tenants and/or privately owned businesses. Healthy Shadow Areas can generate similar sales/SF as Primary Centers.

It is common for anchor tenants in Primary Centers to require covenants and restrictions to prevent competition within the center. Thus, Shadow Areas often develop to attract businesses that may be restricted by an anchor tenant. As such, Shadow Areas may offer an ideal location for competing and complimentary businesses to operate without such restrictions. Strategies used to strengthen Primary Centers may also benefit nearby Shadow Areas.

An example of a Shadow Area is the Aurora City Square. Located on the Northeast corner of Abilene Street and Exposition Avenue. Its supporting Primary Center is The Town Center at Aurora just North and linked by common drives and access points.

The focus in Shadow Areas is retaining a strong retail presence and upkeep of centers.

- Micro Centers are similar in scale and tenant profile to Shadow Areas but do not sit adjacent to a Primary Center or big-box anchor. Micro centers function as niche, neighborhood-serving locations with retail and services primarily oriented to nearby residents. Saddle Rock Retail South is an example of a Micro-Center, catering to the neighborhood and surrounding community with essential services such as salons and cleaners, while also offering a range of unique local food stops.

  Strategies for Micro-centers needs to leverage surrounding neighborhood needs, maintaining the centers in good condition and maintaining or increasing security and safety.

- Secondary Centers lack a strong anchor and/or balanced retail mix, experience low consumer traffic, often have an outdated or run-down appearance, may be highly parceled among multiple owners, and can be located near struggling primary or other centers. Secondary centers present the greatest challenge and the greatest need for coordinated reinvestment to restore basic vitality and customer confidence.

  The focus on Secondary Centers should be revitalization and/or redevelopment.

Pillars to Attain Strategy Goals

Pillars will inform implementation actions to ensure success of the Retail Strategy Goals. Implementation items will need to be reviewed on a regular basis to ensure the city remains nimble and up to date on ever-changing retail trends.

Goal 1 – Strengthening, Reactivation and/or Redevelopment of Retail Centers.

Aurora's retail centers vary in condition. While some are thriving, others are in varying degrees of decline – some needing a strengthening of appearance, vacancies and/or tenant mix, while others needing more efforts in reactivation and others ripe for redevelopment. The outcome of this goal is to strengthen retails services and community pride.

Pillar 1 – Strengthen Existing Retail Centers

A healthy tenant mix, modernization and safety improvements can make retail centers more appealing.

Key Actions:

- Prioritize reinvestment in aging centers with long-standing vacancies.
- Support property-owner-led modernization of façades, lighting, and landscaping.
- Encourage flexible reconfiguration of spaces to match today's smaller tenant footprints.
- Promote coordinated maintenance standards and visual consistency across corridors.
- Partner with property owners to attract healthy tenant mixes, including a balance between retail, entertainment and services.

Pillar 2 – Enable Adaptive Reuse and Flexibility

Retail buildings must evolve alongside changing consumer patterns. Zoning, permitting, and leasing processes should make it easier to repurpose, subdivide, or adapt spaces as market conditions shift.

Key Actions:

- Allow flexible use of vacant retail spaces for smaller or mixed commercial tenants.
- Streamline approval for signage, lighting, and exterior modifications.
- Explore methods to allow for short-term or "pop-up" retail activations.
- Encourage adaptive and creative reuse (e.g., shared kitchens, co-retail, community-serving uses).

Pillar 3 – Business Retention

There are many successful retail centers in the city. Efforts need to be made to ensure their continued success.

Key Actions:

- Pro-active monitoring of center performance data.
- Regular check-ins with property management, owners and tenants.
- Regular collection and review of sales reports, sales tax revenues, industry news and vacancy listings to watch for signs of change. If concerns are noted, communication with center ownership and/or business to determine whether assistance is needed.

Pillar 4 – Deploy Targeted, Transparent Incentive Tools

The City will maintain one simplified Retail Redevelopment Incentive with revisions for major projects and introduce three new programs to address specific market conditions. All programs are private investment–led, time-limited, and performance-based on new tax revenue. Additional incentive programs may be implemented based on city economic and market needs and demands.

Key Actions:

- Urban Renewal targeted at centers with
    - Severe decline needing substantial re-investment

    - High vacancies
    - Limited, cooperative ownership
- Retail Redevelopment Incentive (Revised)
    - Large anchor or transformative projects (10,000+ sq. ft.)
    - Duration up to 10 years
- Small Center Redevelopment Incentive
    - Neighborhood centers with long-standing vacancies
    - Duration 5–7 years
- Small Space Activation Incentive
    - Small storefronts needing reconfiguration
    - Duration 5–7 years

Goal 2 – Improve the appearance, safety, and walkability of commercial areas.
Crime and the perception of the lack of safety can negatively impact traffic to retail centers. Appearance of an aging center can also negatively impact a center's desirability from both a tenant and consumer perspective.

Pillar 5 – Improve Customer Confidence and Safety
Safety, lighting, and access conditions directly influence whether residents choose to visit local centers. Enhancing customer comfort strengthens both perception and performance.

Key Actions:

- Support property owners in implementing Crime Prevention Through Environmental Design (CPTED) strategies.
- Partner on lighting, access control, and surveillance improvements through the Retail Safety & Security Improvement Program.
- Continue cross-departmental collaboration (Police, Code Enforcement, Public Works) to address public-realm safety and cleanliness.
- Reinforce clear distinctions between public infrastructure responsibilities (City) and private property maintenance (owners).
- Offer incentives and/or grants to improve security and appearance of centers.
- Coordinate with the Business Advisory Board to strengthen information sharing and crime forums.

Goal 3 – Promote a Balanced Tenant Mix that Increase Convenience and Community Identity
A balanced tenant mix should serve the needs of the community, as well attract shoppers and visitors from outside of the community. Careful attention should be paid to balance traditional retail with entertainment and necessary services.

Pillar 6 – Facilitate communication and coordination between property owners, brokers and business operators
The city has built relationships with center owners, brokers, retailers, developers and outside investors. These relationships should be leveraged to bring parties together to further success of centers and growing areas.

Key Actions

- Leverage attendance at ICSC to connect potential new or expanding businesses to center owners and brokers.
- Work with developers to attract businesses to growing areas.
- Assist with tenants seeking to locate or expand in Aurora through use of data and technology available to city staff.
- Regularly meet with center owners, brokers and retailers to learn about trends and help overcome challenges.

Pillar 7 – Ensure the "Right Sizing" of Retail and Commercial in Growing Areas of the City
Reduction of retail and commercial and retail areas in growing areas of the city must be thoughtful to ensure a coordinated approach so that goods and services are easily accessible to future residents and visitors. The city needs to partner with master developers in ensuring that space for the right amount of retail, services and entertainment is reserved in the right location. Decisions should be data driven.

Key Actions:

- Establish parameters for justifying reduction of commercial and/or retail space in master planned communities.
- Establish parameters for maintaining visibility and accessibility of retail on key corridors and at key locations.

Pillar 8 – Offer Assistance to Local Businesses Poised for Growth
Historically, small business consulting has focused on offering advising and training for start up businesses. Moving forward, the Aurora-South Metro Small Business Development Center will focus efforts on engaging with businesses poised for growth – whether that growth is in expanding product/service offerings; existing locations; on-line presence; or opening additional locations.

Key Actions:

- Identify high-potential businesses in each ward generating more than $50K in annual sales tax revenue.
- Engage these business owners in targeted conversations about sustainable growth and market expansion.
- Provide tailored advisory support focused on next-level business maturity—covering strategic planning, operations, digital presence, and workforce readiness.
- Build data-driven insights to inform citywide retail development priorities and identify emerging clusters for investment.

Goal 4 – Encourage Frequent Visits of Retail Centers Through Coordinated Events and Customer-Oriented Services

Pillar 9 – Activate and Promote Retail Districts
Vibrant retail requires consistent activity and identity. The city can play a convening role in connecting owners, merchants, and business organizations to elevate the visibility of retail areas.

Key Actions:

- Support neighborhood branding, wayfinding, and small-scale activation events in partnership with business groups, BIDs, or the Aurora DDA.
- Promote consistent communication among property managers, brokers, tenants and local associations.
- Use public communications channels to highlight investment success stories and corridor revitalization.
- Coordinate with regional partners to market Aurora's retail assets as part of a growing metropolitan economy.

Pillar 10 – Support Local and Small Businesses Hybrid and Digital Retail Capacity

Local and small businesses need assistance including access to capital, marketing, and navigating online platforms and digital tools to reach customers. Additionally, retail success increasingly depends on blending online discovery with in-person experience.

Key Actions:

- Partner with local and regional organizations to provide digital marketing and e-commerce training.
- Promote programs that connect local retailers with online marketplaces and logistics support.
- Encourage "buy local" campaigns that highlight businesses with both in-store and online options.
- Help businesses adopt digital tools that support hybrid operations and mobile ordering.
- Help businesses grow by providing access to business resources such as training, technical assistance and referrals to capital or small-business support groups.
- Explore areas and partnerships for business incubation centers.

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING UNLAWFUL AND OVERREACHING FEDERAL IMMIGRATION ENFORCEMENT ACTIONS AND AFFIRMING DUE PROCESS PROTECTIONS.

Item Initiator: Mayor Pro Tem, Alison Coombs

Staff Source/Legal Source: Andrea Wood. Assistant City Attorney/Peter Schulte, City Attorney

Outside Speaker: N/A

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

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

☒ The item has been requested by Mayor Pro Tem Alison Coombs

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 1/12/2026

EXPLANATION:

This item has been requested by Mayor Pro Tem Alison Coombs

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.

_____	Jason Batchelor
Agenda Item Initiator Name	Late Submission Approver Name (Deputy City Manager)
_____	Jason Batchelor 01.08.25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Federal Immigration Enforcement Activities
Item Initiator: Alison Coombs, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2026-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING UNLAWFUL AND OVERREACHING FEDERAL IMMIGRATION ENFORCEMENT ACTIONS AND AFFIRMING DUE PROCESS PROTECTIONS
Sponsor: Alison Coombs, Council Member
Jason Batchelor, City Manager / Peter Schulte, City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Resolution shows the Council's support for the city of Minneapolis, opposes overreach by ICE agents, and begins discussion regarding the City limiting cooperation with ICE.

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.)

QUESTIONS FOR COUNCIL

Does Council wish to support this Resolution?

LEGAL COMMENTS

City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. (Article 5-1 Aurora City Charter).

A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance as long as it doesn't include International issues or concerns (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council). (Wood)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING UNLAWFUL AND OVERREACHING FEDERAL IMMIGRATION ENFORCEMENT ACTIONS AND AFFIRMING CONSTITUTIONAL DUE PROCESS PROTECTIONS.

WHEREAS, in Minnesota, Immigration and Customs Enforcement (I.C.E.) extrajudicially killed Renee Nicole Good, a US citizen from Colorado; and

WHEREAS, in Aurora, advocates and detainees are reporting an unmanaged illness outbreak at the GEO I.C.E. Detention Facility. This facility is a stain on our city where 20% of residents are born outside the U.S.; and

WHEREAS, a father and child were taken by I.C.E. this week from our city on the way to school and daycare; and

WHEREAS, US citizens and immigrants alike face violations of their constitutional and due process rights due to I.C.E. overreach.

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

Section 1. The Aurora City Council stands in solidarity with the Twin Cities in their call for I.C.E. to leave their community immediately.

Section 2. The Aurora City Council opposes lawlessness and overreach by I.C.E. agents.

Section 3. The Aurora City Council will provide direction to city management regarding limiting cooperation with I.C.E. and their affiliates, to begin at the PSCCS Policy committee meeting in February.

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

RESOLVED AND PASSED this _____ day of _____2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood JDB
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2025 Fall Supplemental (Ordinance)
Item Initiator: Tyler Phillips, Budget Program Manager, Finance
Staff Source/Legal Source: Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/1/2025

2nd Regular Meeting (if applicable): 12/15/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

- 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 time: (For Study Session items only indicate combined time needed for presentation and discussion)

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 11/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This item was reviewed at the 11/4/2025 M & F Policy Committee meeting where it was approved to move forward with little to no discussion.

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

One of the first steps of the annual budget process is to prepare an updated projection of current-year requirements. During this process, staff identify revenue adjustments, potential savings, and new or additional needs, which form the basis for the majority of supplemental appropriation requests.

The 2025 Fall Supplemental Appropriation Request includes operating expenditures and capital projects that require appropriation adjustments for 2025 across various funds, as outlined in Attachment A. Most requests were identified and included in the 2025 projection as part of the 2026 Proposed Budget. Alternatively, several items that were identified and projected are not included in this fall process. Items that are subject to change will be included in the 2026 Spring Supplemental as needed. As always, the goal is to have as many supplemental requests as possible reviewed by City Council either as part of the 2025 projection in the 2026 Proposed Budget or through prior Council actions.

A few of the items included in the Fall Supplemental requests were not projected. All of the items that were not projected are technical. Generally, technical items include budget lapses or reallocations, zero-dollar amendments with appropriation offset by revenue, and accounting or other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by Council. Council review details are included in the narrative for each supplemental request.

The attachments for this agenda item reflect summary and detail information regarding the requested appropriation changes for each fund and department. The details of these appropriation amendments are found in:

- Attachment A: 2025 Appropriation Summary by Fund; and
- Attachment B: 2025 Appropriation Detail by Fund.

The following discussion highlights significant adjustments included in this amendment; for a full list of requests, see Attachment B.

2025 Supplemental Amendment Requests

Appropriation requests in the Capital Projects Fund (CPF) total **$28.2 million**, offset by $23.5 million in revenue, resulting in a net fund balance decrease of $4.7 million. Most items were included in the 2025 projection; others are technical or reflect project timing changes. Significant CPF amendments include:

- The appropriation of **$2.5 million** to facilitate the relocation of dance programs from Expo Recreation Center to Meadowood Recreation Center.
- The appropriation of **$2.2 million** for the Animal Shelter project in the Housing and Community Services department. This includes $2.0 million in one-time funding from Capital Impact Fees and $200,000 ongoing for the annual debt service.
- The appropriation of **$2.0 million** for the decommissioning and demolition of Beck Recreation Center and a feasibility study for a new recreation center in Northwest Aurora.

- The lapse of **$12.4 million** of projects across multiple departments: $2.4 million in Non-departmental; $1.4 million in Parks, Recreation, and Open Space; $7.9 million in Public Works; and $655,000 in Planning and Business Development. Due to decreasing capital-related revenue in 2025, these lapses were needed to balance the Capital Projects Fund.

Significant supplemental items in other funds include:

- The lapse of **$85.0 million** in the Water Fund for capital projects, with some projects being reappropriated in the 2026-2030 Capital Improvement Plan (CIP).
- The lapse of **$10.0 million** in the Wastewater Fund for capital projects, with some projects being reappropriated in the 2026-2030 CIP.

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.)

This supplemental budget request will make adjustments to the 2025 budget.

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.)

QUESTIONS FOR COUNCIL

Does Council wish to send the supplemental ordinance forward to the Regular Council Meeting?

LEGAL COMMENTS

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. (*See*, City Charter Art. 11-16).

2025 Fall Amendment Ordinance
Appropriation Summaries by Fund

2025 Amendment Summary
Attachment A

Attachment A

2025 Fall Amendment Ordinance

Appropriation Summary by Fund and Department

2025 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue [1] Offset	Inc. / (Dec.) [2] in Fund Bal.
General Fund Total	**0.00**	**263,225**	**90,000**	**-173,225**
Non-Departmental	0.00	263,225	90,000	-173,225
Capital Projects Fund Total	**0.00**	**28,222,421**	**23,496,643**	**-4,725,778**
Housing and Community Services	0.00	2,700,000	0	-2,700,000
Non-Departmental	0.00	-9,339,660	-6,928,164	2,411,496
Parks, Recreation & Open Space	0.00	-1,417,784	0	1,417,784
Planning and Business Development	0.00	-655,000	0	655,000
Public Works	0.00	36,934,865	30,424,807	-6,510,058
Community Development Fund Total	**0.00**	**137,254**	**137,254**	**0**
Housing and Community Services	0.00	137,254	137,254	0
Gifts & Grants Fund Total	**0.00**	**6,928,164**	**7,098,164**	**170,000**
Non-Departmental	0.00	6,928,164	6,928,164	0
Planning and Business Development	0.00	0	170,000	170,000
Wastewater Fund Total	**0.00**	**-10,000,000**	**0**	**10,000,000**
Aurora Water	0.00	-10,000,000	0	10,000,000
Water Fund Total	**0.00**	**-85,000,000**	**0**	**85,000,000**
Aurora Water	0.00	-85,000,000	0	85,000,000
Total	**0.00**	**-59,448,936**	**30,822,061**	**90,270,997**

1 The revenue offset includes new revenue and revenue from transfers.

2 Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

2025 Fall Amendment Ordinance
Appropriation Detail by Fund

2025 Amendment Detail
Attachment B

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

Technical: Wastewater Fund Lapses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.00	0	-10,000,000	-10,000,000	0	10,000,000
Total Appropriation Impact	0.00	0	-10,000,000	-10,000,000	0	10,000,000

This supplemental will reduce (lapse) appropriation in the amount of $10.0 million in the Wastewater Fund for capital projects as included in the 2025 projection as part of the 2026 Proposed Budget.

Projects with lapsed funds in 2025 and re-appropriation in the 2026-2030 Capital Improvement Plan (CIP) phased funding:

* Reimbursement – Collection ($900,000)
* New Sewer Line Construction ($1,700,000)
* Crossing Structure Projects ($3,480,000)
* Upper First Creek Detention Pond ($2,000,000)
* Storm Drain System Improvements ($1,800,000)
* Detention Ponds Improvements ($120,000)

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Wastewater Fund	-10,000,000	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

Technical: Water Fund Lapses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	0.00	0	-85,000,000	-85,000,000	0	85,000,000
Total Appropriation Impact	0.00	0	-85,000,000	-85,000,000	0	85,000,000

This supplemental will reduce (lapse) appropriation in the amount of $85.0 million in the Water Fund for capital projects as included in the 2025 projection as part of the 2026 Proposed Budget.

Completed projects:

* Automated Meter Reading System for the City-wide AMI Replacement Project ($3,000,000)
* Heritage Eagle Bend ($50,000)

Projects with lapsed funds in 2025 and re-appropriated in the 2026-2030 Capital Improvement Plan (CIP) phased funding:

* Prairie Water North Campus Expansion ($4,000,000)
* Rampart Water Delivery System ($32,000,000)
* Aquifer Storage and Recovery Development ($500,000) (delayed until 2031)
* Lower South Platte Kirby Dersham Challenger ($1,500,000)
* Lower South Platte Storage Everist Water Quality Improvements ($500,000)
* Arkansas Basin Land Acquisition ($450,000)
* Raw Water Rehabilitation - Rampart Pre-Stressed Concrete Cylinder Pipe (PCCP) Repair ($10,000,000) (near completion)
* Kings Pointe Pump Station Zone 7 ($2,000,000)
* Line Replacement - Water ($10,000,000)
* Wemlinger Water Purification Facility ($10,900,000)
* Binney Water Purification Facility ($9,300,000)
* Griswold Water Purification Facility ($800,000

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	-85,000,000	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Animal Shelter Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,200,000	2,200,000	0	-2,200,000
Total Appropriation Impact	0.00	0	2,200,000	2,200,000	0	-2,200,000

This amendment to the Animal Shelter project will add $2.0 million of one-time funds from Capital Impact Fees and $200,000 annually for additional debt service.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Capital Projects Fund	2,200,000	0	New Appropriation

Navigation Campus Building Repair

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	500,000	500,000	0	-500,000
Total Appropriation Impact	0.00	0	500,000	500,000	0	-500,000

This capital amendment will provide a source of funds to use for building repair-related expenses at the Navigation Campus. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Capital Projects Fund	500,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: 2025 Community Development Block Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	29,698	0	29,698	29,698	0
Total Appropriation Impact	0.00	29,698	0	29,698	29,698	0

This technical adjustment will align the budget for the Community Development Block Grant (CDBG) to the 2025 actual award amount. The final 2025 CDBG award received from the U.S. Department of Housing and Urban Development (HUD) was 1.1 percent, or $29,700 higher than anticipated.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	29,698	New Appropriation

Technical: 2025 Home Investment Partnership Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	14,331	0	14,331	14,331	0
Total Appropriation Impact	0.00	14,331	0	14,331	14,331	0

This technical adjustment will align the budget for the Home Investment Partnership (HOME) grant to the 2025 actual award. The final 2025 HOME award received from the U.S. Department of Housing and Urban Development (HUD) was 1.3 percent, or $14,300 higher than anticipated.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	14,331	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: Increase HOME Match for Community Development Funds Based on Final 2025 Grant Amount

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	3,225	0	3,225	3,225	0
General Fund	0.00	3,225	0	3,225	0	-3,225
Total Appropriation Impact	0.00	6,450	0	6,450	3,225	-3,225

This technical adjustment will align the General Fund Home Investment Partnership (HOME) grant match to the 2025 actual award amount. The city is required to provide a match to the HOME grant equal to 22.5 percent of the annual award. The final 2025 HOME award received from the U.S. Department of Housing and Urban Development (HUD) was 1.3 percent, or $13,300, more than anticipated, increasing the required General Fund match by $3,200.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	3,225	Operating Transfer Out
Housing and Community Services	Community Development Fund	0	3,225	New Appropriation

Technical: Net-zero GF Transfer to Cover Unallowable HUD Expenses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	90,000	0	90,000	90,000	0
General Fund	0.00	90,000	0	90,000	90,000	0
Total Appropriation Impact	0.00	180,000	0	180,000	180,000	0

This supplemental reflects a technical accounting adjustment with no net fiscal impact to the city. The city previously received $90,000 in federal funds from the U.S. Department of Housing and Urban Development (HUD) and awarded the funds to a local organization. HUD later determined that the organization did not meet the program's eligibility and compliance requirements, which made the original use of the funds unallowable.

As a result, the General Fund has been reimbursed in full by the local organization. As such, this amendment transfers $90,000 from the General Fund to the Community Development Fund and is appropriated for allowable costs.

This adjustment ensures compliance with HUD requirements and maintains accurate financial reporting, with no additional cost to the city.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	90,000	Operating Transfer Out
Housing and Community Services	Community Development Fund	0	90,000	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

Lapse of Non-Departmental Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-2,411,496	-2,411,496	0	2,411,496
Total Appropriation Impact	0.00	0	-2,411,496	-2,411,496	0	2,411,496

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Non-Departmental, the following items were cut or reduced:

* DIA Noise Mitigation ($76,600, has not been used in several years)
* Transit Oriented Development ($1.8 million, created in 2015, never used)
* Greenhouse Set Aside Funds ($350,000, created in 2023, never used)
* Xcel Street Lighting ($184,900, carryforward budget not used recently)

These items were included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	-2,411,496	0	Lapse of Appropriation

Technical: Correcting Appropriation for Highway 30 Landfill Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-6,928,164	-6,928,164	-6,928,164	0
Gifts & Grants Fund	0.00	0	6,928,164	6,928,164	6,928,164	0
Total Appropriation Impact	0.00	0	0	0	0	0

This supplemental will reappropriate the 2025 Spring Supplemental addressing the funding from the Colorado Department of Public Health and Environment (CDHPE) to investigate the Highway 30 Landfill project from the Capital Projects Fund to the Gifts & Grants Fund.

In 2024, the investigation phase concluded, and the city was required to submit an Assessment of Corrective Measures Report (ACMR) to CDPHE. House Bill 23-1194, codified at C.R.S. § 30-20-124, established the Closed Landfill Remediation Grant Program within CDPHE. This program provides grants to local governments for environmental remediation, mitigation, and management of closed landfills to protect public health, safety, and the environment. Eligible local governments will use the grant funds on eligible costs under the grant program.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	-6,928,164	0	Lapse of Appropriation
Non-Departmental	Gifts & Grants Fund	6,928,164	0	New Appropriation

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2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

Technical: RTD Older Adults Mobility Services Partnership Grant Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	170,000	0	170,000	0	-170,000
Gifts & Grants Fund	0.00	0	0	0	170,000	170,000
Total Appropriation Impact	0.00	170,000	0	170,000	170,000	0

This technical supplemental will appropriate the city's funding match for the RTD Older Adults Mobility Services Partnership grant that was appropriated in the 2025 Spring Supplemental. The grant match is part of the one-time City Council funding decision from 2023. The grant funds and match will be spent across 3 years (2025-2027).

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	170,000	Operating Transfer Out

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2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

Lapse of PROS Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-1,417,784	-1,417,784	0	1,417,784
Total Appropriation Impact	0.00	0	-1,417,784	-1,417,784	0	1,417,784

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Parks, Recreation and Open Space (PROS), the following completed projects will be lapsed:

* Highline Canal TIP Match ($601,784)
* The Sand Creek Park Shelter ($16,000)

In addition, this supplemental will lapse appropriation in the Capital Projects Fund for the following project, which has already been reappropriated to the Conservation Trust Fund in the 2026 Proposed Budget:

* Highline Canal Underpass TIP Match ($800,000)

All Capital Projects Fund lapses were included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Capital Projects Fund	-1,417,784	0	Lapse of Appropriation

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2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning and Business Development

Lapse Planning and Business Development Project for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-655,000	-655,000	0	655,000
Total Appropriation Impact	0.00	0	-655,000	-655,000	0	655,000

This supplemental will lapse a $655,000 project in Planning and Business Development. Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. The lapse is for the Gardens on Havana Mid-Block Lighting project, which was created in 2021 and never performed. This item was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning and Business Development	Capital Projects Fund	-655,000	0	Lapse of Appropriation

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2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Appropriate Meadowood Recreation Center Dance Program Relocation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,500,000	2,500,000	0	-2,500,000
Total Appropriation Impact	0.00	0	2,500,000	2,500,000	0	-2,500,000

This supplemental will allocate funding to facilitate the relocation of dance programs from Expo Recreation Center to Meadowood Recreation Center. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,500,000	0	New Appropriation

Appropriate People's Building Local Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	118,000	118,000	0	-118,000
Total Appropriation Impact	0.00	0	118,000	118,000	0	-118,000

This supplemental will appropriate $118,000 for a local match for grant funds for the People's Building lower-level renovation. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget although the amount is slightly different.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	118,000	0	New Appropriation

Appropriate Recreation Center Feasibility Study

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,950,000	1,950,000	0	-1,950,000
Total Appropriation Impact	0.00	0	1,950,000	1,950,000	0	-1,950,000

This supplemental will appropriate funding for the decommissioning and demolition of Beck Recreation Center and a feasibility study for a new recreation center in Northeast Aurora. The study will assess financial viability, market demands, and gather input from residents to ensure the new facility meets community needs. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	1,950,000	0	New Appropriation

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2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Lapse of Public Works Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-7,867,262	-7,867,262	0	7,867,262
Total Appropriation Impact	0.00	0	-7,867,262	-7,867,262	0	7,867,262

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Public Works, the following items were cut or reduced:

* Lapse $700,000 from the Bicycle Aurora Master Plan Implementation program as phase 1 recommendations have been implemented. Future funds will implement recommendations from the Connecting Aurora Master Plan.

* Lapse $500,000 from the Northwest Alley Paving Program. Due to design and construction timing for prior year projects, additional funds were carried forward and one year of funding could be lapsed.

* Lapse $215,800 from the Single Point of Entry Project as the schematic design for the project was complete.

* Lapse $925,300 for completed Westerly Creek project.

* Lapse $339,800 for completed Quincy Partnering Agreement.

* Lapse $5.2 million in match set-aside funds to aid in fund balancing.

All projects, except the Quincy Partnering Agreement, were included in the 2025 projection as part of the 2026 Proposed Budget. The Quincy Partnering Agreement lapse wasn't known when the 2026 Proposed Budget was being prepared.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-7,867,262	0	Lapse of Appropriation

Technical: Appropriate 64th Avenue ARI Incentive

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,818,320	2,818,320	0	-2,818,320
Total Appropriation Impact	0.00	0	2,818,320	2,818,320	0	-2,818,320

This supplemental will appropriate funding for the agreement with the 64th Avenue ARI Authority, which aims to support an intergovernmental initiative to repay the authority's debt incurred from improvements to the 64th Avenue bridge over E-470 and the extension of 64th Avenue to Jackson Gap Street. Funding for these improvements comes from several sources, including the City of Aurora, ARI Mill Levy revenues from the district, Adams County, and the E-470 Public Highway Authority. The city is funding the project using revenue generated from the city use tax and lodgers tax collected within the districts. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,818,320	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate 6th Ave Turn Lane Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,000,000	2,000,000	0	-2,000,000
Total Appropriation Impact	0.00	0	2,000,000	2,000,000	0	-2,000,000

This technical supplemental will appropriate $2.0 million in capital impact fee funding for design and construction of a turn lane on westbound 6th Avenue at Aspen Street, which is the north main entrance to Buckley Space Force Base (BSFB), to reduce peak period congestion and queuing along 6th Avenue. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,000,000	0	New Appropriation

Technical: Appropriate Aurora Parkway Bridge

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	15,516,000	15,516,000	11,516,000	-4,000,000
Total Appropriation Impact	0.00	0	15,516,000	15,516,000	11,516,000	-4,000,000

This technical supplemental will appropriate funding for the final design and construction of the Aurora Parkway Bridge extension. This project, in partnership with South Aurora Regional Improvement Authority (SARIA), will utilize $4.0 million in city capital impact fee funding and $11.5 million from SARIA to finalize the design and construction of a four-lane bridge over E-470 along the future Aurora Parkway, which will connect Dry Creek Road to Parker Road. The roadway construction will be completed by developers. The city contribution to this project was in the 2025 projection as part of the 2026 Proposed Budget. However, the SARIA contribution was not projected. The intergovernmental agreement for the SARIA contribution was approved at the March 24, 2025 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	15,516,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Box Elder Local Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	170,000	170,000	0	-170,000
Total Appropriation Impact	0.00	0	170,000	170,000	0	-170,000

This technical supplemental will appropriate $170,000 in local match funds for pending grants to support the Box Elder Creek Reconstructon project. The project will rebuild 56th Avenue and Hudson Road, damaged by heavy rainfall in June 2023, and add flood-mitigation measures such as stabilizing riverbanks and channels, planting vegetation to reduce erosion and improve stormwater absorption, and installing rock and concrete roadway protection. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	170,000	0	New Appropriation

Technical: Appropriate Central Library Renovation Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	3,000,000	3,000,000	3,000,000	0
Total Appropriation Impact	0.00	0	3,000,000	3,000,000	3,000,000	0

This supplemental will appropriate a $3.0 million Community Project Funding grant and will transfer the $300,000 previously appropriated local match for the Central Library Minor Renovation Project. The project will create a better functioning children's area, space for teens, and makerspace area at the Central Library. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-300,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	3,300,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Developer Contributions for Majestic Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	400,000	400,000	400,000	0
Total Appropriation Impact	0.00	0	400,000	400,000	400,000	0

This supplemental will appropriate $400,000 in developer reimbursement for the early construction of East 38th Avenue from Himalaya Road to Odessa. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	400,000	0	New Appropriation

Technical: Appropriate Funds Station 17 Bunker Gear Storage Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	350,000	350,000	0	-350,000
Total Appropriation Impact	0.00	0	350,000	350,000	0	-350,000

This supplemental will appropriate capital impact fee funding for the construction of a bunker gear storage area at Station 17 to shield bunker gear from exposure to harmful contaminants. This supplemental was included as a project in the Fire Department in the 2025 projection as part of the 2026 Proposed Budget. Public Works will be managing the project and thus the supplemental is attributed to Public Works in this process.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	350,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Grant Funding - 11th/Havana/Del Mar

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,137,000	1,137,000	1,137,000	0
Total Appropriation Impact	0.00	0	1,137,000	1,137,000	1,137,000	0

This technical supplemental will appropriate $1.1 million in grant funding as a result of an intergovernmental agreement amendment received to provide additional funding for the project. This will also reduce the city's original overmatch by $864,000, which will be transferred back to its original funding source. This project will rebuild all traffic signals, construct auxiliary lanes, and improve pedestrian and bus stop facilities at the intersection of 11th Avenue, Del Mar Parkway and Havana. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-864,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	2,001,000	0	New Appropriation

Technical: Appropriate Grant Funding- 9-Mile Pedestrian Bridge

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	850,000	850,000	850,000	0
Total Appropriation Impact	0.00	0	850,000	850,000	850,000	0

This technical supplemental will appropriate additional $850,000 in federal funding received for the 9-Mile Pedestrian Bridge project. The local match of $60,000 for the additional funding is also transferred. The project will construct a pedestrian and bicycle bridge that will span Colorado State Highway 83 (Parker Road) west of I-225. The bridge will provide a safe pedestrian connection between the RTD Nine Mile Rail and Bus Station, adjacent residential, business developments, and The Point at Nine Mile Station. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-60,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	910,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Insurance Recovery Revenue

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	491,807	491,807	491,807	0
Total Appropriation Impact	0.00	0	491,807	491,807	491,807	0

This supplemental will appropriate insurance reimbursements received in the Building Repair Fund, primarily related to roof damage during a Summer 2024 hail event and a burst water pipe during the January 2025 deep freeze event. A small portion of this supplemental was included in the 2025 projection as part of the 2026 Proposed Budget; however, additional monies have been received since the preparation of the budget and the supplemental has been adjusted accordingly.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	491,807	0	New Appropriation

Technical: Gartrell Road Bridge Expansion

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	13,030,000	13,030,000	13,030,000	0
Total Appropriation Impact	0.00	0	13,030,000	13,030,000	13,030,000	0

This technical supplemental will appropriate funding for the construction of the Gartrell Road Bridge Expansion project. This project, in partnership with South Aurora Regional Improvement Authority (SARIA) and the E-470 Public Highway Authority, will expand the existing two-lane bridge to a four-lane section with turn lanes. Construction is anticipated to begin in late 2025. SARIA is funding 70.0 percent of the $13.0 million project cost, E470 is contributing 20.0 percent, and the city will manage the project through construction. This supplemental is not reflected in the 2025 projection of the 2026 Proposed Budget. However, the intergovernmental agreement for the SARIA contribution was approved at the March 24, 2025 Regular City Council Meeting and the IGA for the E470 contribution was approved at the September 22, 2025 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	13,030,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Tower Metropolitan District IGA

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	296,000	296,000	0	-296,000
Total Appropriation Impact	0.00	0	296,000	296,000	0	-296,000

This technical supplemental will appropriate funds for the transfer of revenues received by the city, from the Tower Metropolitan District to the Aerotropolis Regional Transportation Authority (ARTA), per the intergovernmental agreement (IGA) dated October 23, 2024. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	296,000	0	New Appropriation

Transfer Funds for Traffic Safety Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	175,000	175,000	0	-175,000
Total Appropriation Impact	0.00	0	175,000	175,000	0	-175,000

This supplemental will transfer funds from the Multimodal Connections ($1.0 million), Highway Safety Improvement Program ($99,600), and Roadway Safety Improvements ($150,000) programs to the Traffic Calming ($614,500) and Traffic Operations and Safety ($635,000) programs. Additionally, developer contributions for traffic signal construction at 6th and Catawba are appropriated in the Traffic Operations and Safety program. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-1,249,572	0	Lapse of Appropriation
Public Works	Capital Projects Fund	1,424,572	0	New Appropriation

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2024-72, AND 2025-43 FOR THE 2025 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2024-72 and 2025-43, the City Council (the "Council") of the City of Aurora, Colorado (the "City") has appropriated funds for the fiscal year beginning January 1, 2025, and ending December 31, 2025 ("Fiscal Year 2025"); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance Nos. 2024-72 and 2025-43 shall be made for Fiscal Year 2025 for the purposes enumerated in Attachment B to the document entitled 2025 Fall Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2025 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Two Hundred Sixty-Three Thousand, Two Hundred Twenty-Five Dollars ($263,225).

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Twenty-Eight Million, Two Hundred Twenty-Two Thousand, Four Hundred Twenty-One Dollars ($28,222,421).

c. From the unappropriated fund balance and/or additional revenues of the Community Development Fund, the net amount of One Hundred Thirty-Seven Thousand, Two Hundred Fifty-Four Dollars ($137,254).

d. From the unappropriated fund balance and/or additional revenues of the Gifts & Grants Fund, the net amount of Six Million, Nine Hundred Twenty-Eight Thousand, One Hundred Sixty-Four Dollars ($6,928,164).

Section 2. Appropriations made in Ordinance Nos. Nos. 2024-72 and 2025-43 for Fiscal Year 2025 shall be adjusted for the reasons enumerated in the 2025 Amendment Detail, all as follows:

a. From the Wastewater Fund, the net amount of Ten Million Dollars ($10,000,000) shall be deemed lapsed.

b. From the Water Fund, the net amount of Eighty-Five Million Dollars ($85,000,000) shall be deemed lapsed.

Section 3. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2025 Amendment Detail for Fiscal Year 2025.

Section 4. The City Manager and the Budget Officer are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 5. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Bubble Bath Car Wash at Station 60 – Conditional Use
Item Initiator: Stephen Gubrud, Planner II, Planning and Business Development
Staff Source/Legal Source: Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: David Foster, Foster Graham Milstein and Calisher, LLP
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

A PUBLIC HEARING AND CONSIDERATION OF A CALL UP BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO REVIEW A CONDITIONAL USE AND SITE PLAN APPLICATION FOR A MOTOR VEHICLE WASH WITHIN THE MU-C ZONE DISTRICT
Stephen Gurbud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ 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 and Zoning Commission

Policy Committee Date: 10/22/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

At a public hearing held on October 22nd, 2025, the Planning and Zoning Commission voted unanimously (7-0) to approve both the conditional use for a motor vehicle wash and accompanying site plan. The Commission asserted that the criteria had been met and cited concurrence with the staff report's findings. The commission suggested that the density (of motor vehicle washes) brought up at the hearing are an issue outside of the scope of the criteria, as written.

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

The applicant's agent, Kimley-Horn and Associates, Inc., on behalf of the applicant, Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru motor vehicle wash facility on approximately 1.69 acres of land located east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in Planning Area (PA)-3 within the Station 60 Master Plan and is planned for commercial uses. Surrounding development includes a QuikTrip fueling station to the east and an affordable multifamily community to the north. Land to the south, across Colfax, is vacant, but has an approved master plan for the Aurora Center for Health, Wealth, and Well-Being. The approximately 3.32-acre remainder of PA-3 to the west is currently vacant and designated for future commercial development. There is an active Development Application for the remaining site, with a proposed hotel.

The proposed project will consist of an approximately 4,302-square-foot, standalone motor vehicle wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, primarily facing a private drive. The private drive provides access to the development from Colfax Avenue and is located roughly halfway between Airport Blvd and Norfolk Street. The development of the Station 60 plan has included important improvements to adjacent public infrastructure, including improvements along all existing street frontages and the development of an internal street network. The Bubble Bath Car Wash's business operations description indicates the plan to be open 12 hours per day, from 8:00 AM-8:00 PM. The business would have two shifts per day with 3-5 employees on site per shift. As a part of this development, the applicant submitted two applications to the City:

1.) A conditional use for a motor vehicle wash facility and;
2.) A site plan for the overall lot development.

After the development review process, the applications were presented to the Planning and Zoning Commission at a public hearing on October 22nd, 2025, where the commission unanimously approved both the conditional use and the site plan, 7-0. The site plan approval included the condition requiring resolution of all outstanding technical review comments prior to recordation of

the site plan or issuance of any permits. On December 1st, 2025, City Council voted to call up this application.

Applicant's Request:

Approval of Conditional Use and Site Plan

Development Review Processes:

Conditional Use
A use that may be permitted if found to be compatible with adjacent uses and would not change the character of the neighborhood.

Site Plan
A detailed plan depicting how a site will be developed by illustrations and drawings of such site features as architectural building elevations, building locations, sidewalks, parking areas, landscaping, recreational amenities, and other site features.

Applicable UDO Procedures
Conditional Use – Development Application:
The applicability, procedures, and approval criteria for Conditional Use development applications are found in UDO section 146-5.4.3.A. This section applies to all applications for a use listed as a conditional use within the Permitted Use Table. The Permitted Use Table, located in UDO section UDO section 146-3.2, lists the land uses that require conditional use approval in Aurora. Per this section, Motor Vehicle Washes are considered a Conditional Use within the MU-C zone district.

Site Plan – Development Application:
A Site Plan complying with UDO Section 146-5.4.3.B is required before a building permit may be issued for all new commercial development in the City. Site plan applications are received through the City's development review portal and are reviewed for compliance with the development standards listed within UDO section 146-4.

Comprehensive Plan
Generally, new Development Applications are reviewed for consistency with the goals and intent of the Aurora Places Comprehensive Plan. Aurora Places, the city's comprehensive plan, serves as a foundation for decision-making related to growth and development in Aurora. It presents a vision for the future, with long-range goals and recommended actions for a variety of public activities.

The plan addresses topics including land use, transportation, housing, economic development, natural resources, parks and open space, community identity and more. Aurora Places describes challenges and opportunities that face the community and articulates the city's vision and values for how it wants to grow and develop. The plan emphasizes the importance of creating and improving the variety and types of places throughout the city.

Major Issues Discussed During Development Review:

- Architecture and Four-Sided Building Design
- Landscaping and Screening of Vehicular Queue
- Building Orientation and Site Amenities

Results of Development Review:

Architecture and Four-Sided Building Design

Early in the development review process for this application, architecture was identified as a critical element for meeting the conditional use criteria, due in part to its high visibility along E. Colfax Avenue. After discussions and modifications, the proposed building employs horizontal articulation, including changes in materials and roof form to break up the longer facades and add visual interest. On the east-facing (primary) façade, the proposed architectural elements include increased glazing and an awning. Masonry will be visible on all elevations, and the building will feature a tower structure clad entirely in stacked stone. Electronic Message Board signs were included on the most recent architectural elevations. Staff has advised the applicant that this is not permitted, and any such signage will be removed from the building's facades during subsequent technical submittal(s).

Landscaping and Screening of Vehicular Queue

The applicant worked with staff to develop solutions for landscaping the site to accommodate this automobile-oriented use. As the subject parcel is surrounded on three sides by rights-of-way (ROW), a well-integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of dock doors when not in operation. Special attention was paid to the landscape buffer along the southern edge of the site, which fronts onto E. Colfax Avenue. In this area, a robust planting of shrubs and trees, such as the Colorado Bristlecone Pine, will be used to maintain an appealing, natural on-street ambience.

Building Orientation and Site Amenities

Siting the building with a primary façade along the internal drive helps ensure the proposal meets the design requirements of the MU-C zone. This will help to create visual interest along the internal drive. Furthermore, the applicant has worked with staff to include a pedestrian patio area with amenities such as seating and trash receptacles, providing employees or customers with a place to sit and take a break. Bicycle parking has also been included as required by City Code.

Summary of Staff Recommendation:

Approval of the Conditional Use and Site Plan with one condition. That condition being resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits. Key technical review issues currently include:

- Removal of electronic message board (EMB) signs from all building facades.
- Elevations showing design of pay station canopy area.
- Details of amenities for the required patio area.

Summary of PC Decision:

At a public hearing held on October 22nd, 2025, the Planning and Zoning Commission voted unanimously (7-0) to approve both requests. The Commission asserted that the criteria had been met and cited concurrence with the staff report's findings. The commission suggested that the density (of car washes) brought up at the hearing are an issue outside of the scope of the criteria.

Public Notification:

For this hearing, legal notice appeared in the Aurora Sentinel on January 1st, 2026. Mailing and public hearing notices have been sent to abutting property owners and registered neighborhood groups and the public hearing notice sign was posted on the site a minimum of 10 days prior to this hearing. This was done in compliance with Sec. 146-5.3.7 of the UDO.

Community Referrals:

For this hearing, referrals were provided to the following registered neighborhood organizations (RNOs) within one mile of the site: Cottage Grove HOA, Laredo/Highline, Laredo Landing, Norfolk Glen, Sable Altura Chambers Neighborhood, Woodshire East Mobile Home Community, Clean, Chambers Heights Neighborhood Association, Vista Peak Community Garden, Kirkegaard Acres, Private Warehouses at Buckley Condominium Association, Inc., Kirkegaard Acres Neighborhood Association, Fax Aurora, and Path2Light Award Ceremony for Aurora Refugee Youth.

Neighborhood Comments:

For this hearing, 6 abutting property owners and 14 registered neighborhood organizations were notified of the application.

Following the notice before the Planning and Zoning Commission (PC) hearing in October, 5 public comments were received and included in the PC packet. Following the Planning and Zoning Commission hearing, one additional comment was received. Those comments are all included within this packet as Exhibit D.

Subjects Addressed by Public Comment:

Development Review Noticing Policy and Procedure

Residents of the nearby Norfolk Glen Neighborhood stated they did not receive the application mailings and that a yellow notice sign was not observed during the review of the development proposal. Furthermore, there was some concern about the number and validity of RNOs and HOAs notified, claiming some may be defunct. Lastly, comments were submitted regarding the fact that no neighborhood meeting was conducted for this development application.

Response: Staff asserts that all noticing requirements have been met for this development application. According to the UDO, no yellow sign is placed on the property during the development review process until a public hearing or administrative decision is scheduled. Public notice signage is required to be posted on the site at least 10 days before a scheduled public hearing. Mailed notices at the beginning of the review, with commenting procedure instructions, are mailed to abutting property owners and registered HOAs/Registered Neighborhood Organizations within 1 mile of the site. In addition, information on any active development is available on the City's website, which allows members of the public to submit comments. The City maintains and keeps records of all legal notices.

HOAs or RNOs may voluntarily register with the city to receive notifications about development projects occurring within a mile of their HOA/RNO. It is the responsibility of the HOA/RNO to maintain current information with the city. The city relies on the organization and its members to provide necessary updates or notice of dissolution. HOA/RNO registration is maintained by the City's Housing and Community Services Department. Assistance with registration is generally handled by a City of Aurora Community Engagement Coordinator.

As it pertains to the subject of a neighborhood meeting, UDO Section 146-5.3.1.C lists the circumstances for which a neighborhood meeting is required. Based on this code section, the requirement for a neighborhood meeting may be waived if no neighborhood organizations request one and no significant public comments are received during development review. Since no public or neighborhood comments were received during the formal review cycles, which occurred prior to scheduling the Planning and Zoning Commission hearing, no neighborhood meeting was required.

Adherence to Development and Conditional Use Standards

Many questions and comments posed by the public were regarding the development's adherence to the City's development standards, as well as the approval criteria for conditional use applications, listed within the UDO. The proposal's compliance with Aurora's architectural and four-sided building design standards was brought into question. These claim that architectural features may be inadequate and that the building's orientation and site screening methods may also be inadequate. Furthermore, several members of the public suggested that the conditional use criteria have not been met, citing the number of similar uses in the area as evidence of incompatibility.

Response: Regarding architecture, there are several code requirements for any new commercial building, including four-sided building design and site configuration. These items have remained a

priority for the project during staff review. UDO Section 146-4.8.7.C lists the various classifications of building faces/facades, including primary, secondary, and minor. It is important to note that architectural feature requirements vary by building facade type. It is also important to note that the subject site is surrounded by streets on three sides. Claims that the north-facing elevation is unarticulated are unfounded, as it incorporates features such as material changes, roof forms, and architectural reliefs to break up the 40-foot-wide façade. The west elevation is considered the minor façade, as it is internal to the site and does not front onto any surrounding streets. For this reason, it is not intended to reflect the detail of the eastern, or primary, facade. The primary façade has undergone multiple architectural revisions to ensure it provides an engaging aesthetic for the overall development. This includes increased use of glazing with windows extending to floor level, wall plane offsets, changes in materiality, color, and roof form, and inclusion of a projecting awning. Plantings of trees and shrubs have been included, which satisfy the intent of the code to screen vehicular queuing areas. This approach has been implemented in a number of already approved projects for similar uses. Although Electronic Message Board signs were included on recent architectural elevations, staff has advised the applicant that this would not be permitted, and any such signage will be removed from technical submittals.

In addition, it is staff's conclusion that the conditional use criteria, found within the UDO, have been addressed. The Comprehensive Plan placetype of City Corridor is described as largely auto-oriented but also designed to accommodate multimodal transportation methods. It also states that green space is limited within the placetype, but outdoor gathering spaces are encouraged. While a motor vehicle wash is compatible with the auto-oriented nature of this placetype, planning staff have worked to ensure multimodal connections, landscape, and amenities were addressed within the plans. This will include accessible connections to the site and building from the public sidewalk and provision of an on-site plaza with seating for customer and employee use. The sidewalk along Colfax Avenue is designed to be detached, with curbside landscaping to enhance the comfort and safety of pedestrians. Bicycle racks will also be included in the proposal. As mentioned, the surrounding neighborhood contains a variety of other auto-oriented uses, and staff does not believe the proposed motor vehicle wash changes the predominant character of the area, which is that of a rapidly growing automobile-centric arterial roadway.

Finally, the proposal meets the use specific standards for the spacing of automobile-oriented uses as described in UDO Section 146-3.3.5.RR. In general, this limits automobile-oriented uses to two corners of an intersection, encouraging a variety of uses. It is important to note that the UDO does not provide any further locational restrictions on the number of similar motor vehicle uses within a given distance or area, nor does it factor in economic profitability requirements for any use.

Zoning and Comprehensive Plan Compatibility

Another issue raised by the public concerns the application's consistency with the Aurora Places Comprehensive Plan and the Station 60 Master Plan zoning documents. These comments largely state that the proposal may not adequately address Aurora's fiscal goals for development/redevelopment and does not meet the definition of a "complete neighborhood." Other comments received speak to compatibility with the Station 60 – Master Plan, noting that the land use plan mentions retail and/or quick-service restaurant uses, not motor vehicle wash uses.

Response: The proposed land use meets the intent and stated principles of the Strong Economy guiding principle within the Aurora Places Comprehensive Plan, which states that the city should develop city corridors and commercial hubs as places for retail, services, offices, and entertainment. As part of any development application, staff do not review the compensation offered to future employees. In any case, it is unlikely that another service or retail business on this lot would offer significantly higher wages or more overall employment opportunities. The MU-C zone district and Station 60 Master Plan support a variety of commercial uses, including a motor vehicle wash facility. The city does not engage in the practice of choosing which commercial uses are to be built

on certain lots. Instead, they respond to submitted applications. In addition, the Master Plan does not prescribe or restrict a number of similar commercial uses permitted or located within a certain area, instead letting the market determine use and location. The comprehensive plan does not support the practice of restricting development on this basis.

Staff has mindfully reviewed the plans to ensure site conditions positively contribute to a complete neighborhood, within this rapidly changing area of Colfax Avenue and Airport Boulevard. Ensuring multimodal connections and high-quality integration into the surrounding area is a top priority for the planning staff. For this reason, planning has required multiple refinements to ensure the expansion of the multimodal network, support safe pedestrian movement, provide on-site amenities, high-quality architecture, and screening of mechanical equipment. Accessible parking is included as part of the application, and accessible walkways will be provided to the building's main entry as well as the public sidewalk. Bicycle racks have been included to allow employees to bike to work and safely store their property on site. Landscape requirements have been satisfied, and the site completion will coincide with improvements to Colfax Avenue, including a 10-foot-wide detached sidewalk along the Colfax frontage and landscaping along the Bubble Bath site edge. The Station 60 development has been master planned to provide a mix of uses, including both commercial and residential uses. The infrastructure improvements are intended to provide a high level of mobility for pedestrians with accessible connections to employment centers, retail, services, and public transit. This goal will also be supported if the planned medical and community campus is developed to the south.

It is also important to note that the Station 60 Master Plan project description states that proposed uses for this parcel MAY include retail or fast food. The land use plan broadly designates commercial uses, and a motor vehicle wash is considered a commercial use that is also contemplated in the zone district. Motor vehicle washes are common in commercially zoned areas with high traffic and visibility. Prohibitions of auto uses, including motor vehicle washes, are not included within the land use plan.

Water Conservation and Environmental Impact

One final public concern has been sustainability practices and their impact on water conservation efforts. Several commenters note that motor vehicle washes require significant water use. For this reason, further clarity has been requested regarding the requirements the city imposes on motor vehicle washes.

Response: During the review process, Aurora Water has reviewed the plan for compliance with their water recycling standards as well as stormwater drainage and wastewater requirements. Based on these plans, the subject application meets or exceeds the relevant Aurora Water standards. The subject proposal must comply with the 75% wastewater recycling standard. The applicant asserts a 90% water treatment and reuse rate. The applicant also claims that their system utilizes less than 30 gallons of fresh water per automobile washed. Furthermore, the application will comply with the city's non-functional turf ordinance, meaning that landscapes that are aesthetic in nature, are designed with shrubs, perennials, and warm-season grasses with an annual irrigation requirement of less than 15 inches.

Conformance with Code Criteria:

Conditional Use Approval Criteria

Conditional Use approval criteria are found in Section 146-5.4.3.A.3 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*

2. *The application is consistent with the Comprehensive Plan;*
3. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed Use are compatible with existing and planned uses in the surrounding area;*
4. *The proposed use will not change the predominant character of the surrounding area;*
5. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
6. *The application demonstrates that the proposed use 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; and*
7. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Conditional Use Criteria for Approval for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods. The development would provide an additional employment base to the City and neighborhood and improvements to the public realm will help encourage further development in the area;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operations are consistent with other automobile and drive-through oriented businesses in the area;
- There is adequate capacity with City infrastructure to serve the proposed development. Existing infrastructure within the Station 60 development is adequate to serve the development. Improvements to the Colfax Avenue ROW will provide further capacity for the site and improve overall connectivity within the neighborhood.
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience. Economic conditions and maximization of profit are not considered.

Applicant Information:

Applicant: Evergreen Devco, Inc.
Owner: QuikTrip Corporation
Agent: Kimley-Horn and Associates, Inc.

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D – Public and Community Comments
Exhibit E – Planning and Zoning Commission Packet
Exhibit F – Planning and Zoning Commission Minutes
Exhibit G – Planning and Zoning Commission Meeting Transcript

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Vacant	Permitted	Motor Vehicle Wash
Parcel Size	73,818 sf (1.69 Acres)	N/A	No Change
Hard Surface Area	N/A	N/A	46,189 sf
Landscape Area	N/A	N/A	23,327 sf
Building Coverage Area	N/A	N/A	4,302 sf
Parking	N/A	15	30 (25 spaces are for vacuuming)
Total Signs	N/A	5	2
Total Sign Area	N/A	133 sf	120 sf

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Mural Apartments – Multifamily Residential
East	MU-C (Mixed-Use Corridor)	QuikTrip – Motor Vehicle Fueling Station
South	MU-C (Mixed-Use Corridor)	Vacant – Future Site of the Aurora Center for Health, Wealth, and Well-Being
West	MU-C (Mixed-Use Corridor)	Vacant – Future Commercial Development

Staff Recommendation(s):

Agenda Item: Conditional Use for a Motor Vehicle Wash in MU-C Zone District
Approve the Conditional Use request because the proposal complies with the requirements of Code Section 146-5.4.3.A.3 of the Unified Development Ordinance, for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods. The development would provide an additional employment base to the city and neighborhood and improvements to the public realm will help encourage further development in the area;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operations are consistent with other automobile and drive-through oriented

businesses in the area;

- There is adequate capacity with city infrastructure to serve the proposed development. Existing infrastructure within the Station 60 development is adequate to serve the development. Improvements to the Colfax Avenue ROW will provide further capacity for the site and improve overall connectivity within the neighborhood.
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience.

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.)

QUESTIONS FOR COUNCIL

Does the City Council wish to approve a conditional use application for a motor vehicle wash use within the MU-C zone district?

LEGAL COMMENTS

Call-Ups. Prior to the effective date of any decision that can be heard by City Council, as listed in Table 5.2-1 of the UDO, any member of the City Council may move to call up the development application for consideration. If the motion passes, the application shall be brought before the City Council as soon as practicable following the date on which the decision was made for review and consideration in accordance with the criteria provided in the UDO. The City Council shall have the authority to approve, approve with conditions, modify, or reverse the decision of the Planning Director or Planning and

Zoning Commission. The City Council may also remand the application back to the Commission with direction for further consideration. (UDO §146-5.3.11.A-B)(McClelland)

Criteria for Approval of a Conditional Use. A conditional use shall be approved only if the Planning and Zoning Commission determines that (a) the application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed condition use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property; (b) the application is consistent with the Comprehensive Plan; (c) the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area; (d) the proposed use will not change the predominant character of the surrounding area; (e) the City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; (f) the application demonstrates that the proposed use 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; and (g) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.A.3) (McClelland)



Planning and Business Development

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

City of Aurora, Colorado

Bubble Bath Car Wash
Site Plan and Conditional Use

Miles 0 0.045 0.09

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Case Numbers: 2024-6027-00, 2024-6027-01
Development Application: #2024-6027-07

10/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

From: LIQUE Engineers, LLC **Date:** May 8, 2024

To: Lorianne Thennes – Planning Case Manager
15151 E Alameda Pkwy
Aurora, CO 80012

City Case Number: #1783984
Internal Project Number: 176-01-04

Re: Letter of Introduction – Bubble Bath Car Wash – Station 60 Filing No. 2, Lot 4.

Project Description:

The development site is a 1.6946-acre lot legally described as Lot 4 Station 60 Filing No. 2, Block 1, at the southeast quarter of section 32, township 3 south. The site is on the northern side of E. Colfax Ave, between Norfolk St and Airport Blvd. and is currently zoned MU-C (Mixed-Use Corridor) and is part of the Station 60 Master Planned Community. A CUP application is required for the proposed use. All requirements outlined in Section 146-5.4.3.A have been met and are explained in the narrative below.

The development site will have commercial use as an automated car wash. The car wash is anticipated to be 4,302 square feet with a FAR of .0583 ≈ 5.83%. The ITE Code for an automated car wash is 948 and with the square feet needed will produce 62 total PM trips. The property will be entered from either the private driveway or the neighboring property. The entrance to the car wash will be a one lane queue with three separate pay terminals to keep traffic flowing. Before the wash tunnel, there is a bailout lane that leads to the private driveway. After leaving the wash tunnel, cars can either exit left to the vacuum parking area or exit right to leave the property. The proposed automated car wash will be run by 3-4 employees at a time and will typically be open from 8:00AM to 8:00PM. The development site will contain free vacuum enclosures, queuing lanes, multiple entry points for pedestrians, pay terminals, two bicycle rack locations, and a tower with signage.

The proposed commercial development will require a CUP application. The proposed site is in compliance with applicable standards set forth by the City of Aurora's UDO and Station 60 Master Plan. Compliance is met by abiding by and conforming to setback, parking, and access requirements as well as building façade, building placement, materials, and height.

The proposed Bubble Bath Car Wash is being developed by Evergreen Devco, Inc. The consultants for this development will include civil engineering, architectural, mechanical engineering, electrical engineering, plumbing and landscape. Contact information for the property owner/developer and project consultants will be provided on the following page.



816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

OWNER/DEVELOPER
Evergreen Devco, Inc
2390 E Camelback Rd Suite 410
Phoenix, Arizona 85016

CIVIL ENGINEER
LIQUE Engineers, LLC
816 Camaron St. Ste 110
San Antonio, Texas 78212

ARCHITECT
LIQUE Engineers, LLC
816 Camaron St., Ste 110
San Antonio, Texas 78212

LANDSCAPE ARCHITECT
CDI Landscape Architecture & Planning
4403 Black Hickory Woods
San Antonio, Texas 78249

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:

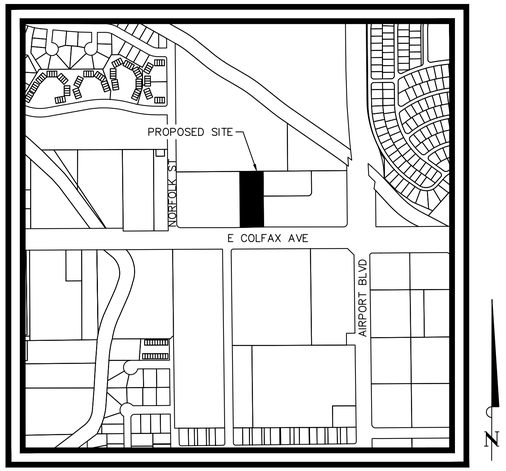
CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ____ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL; S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

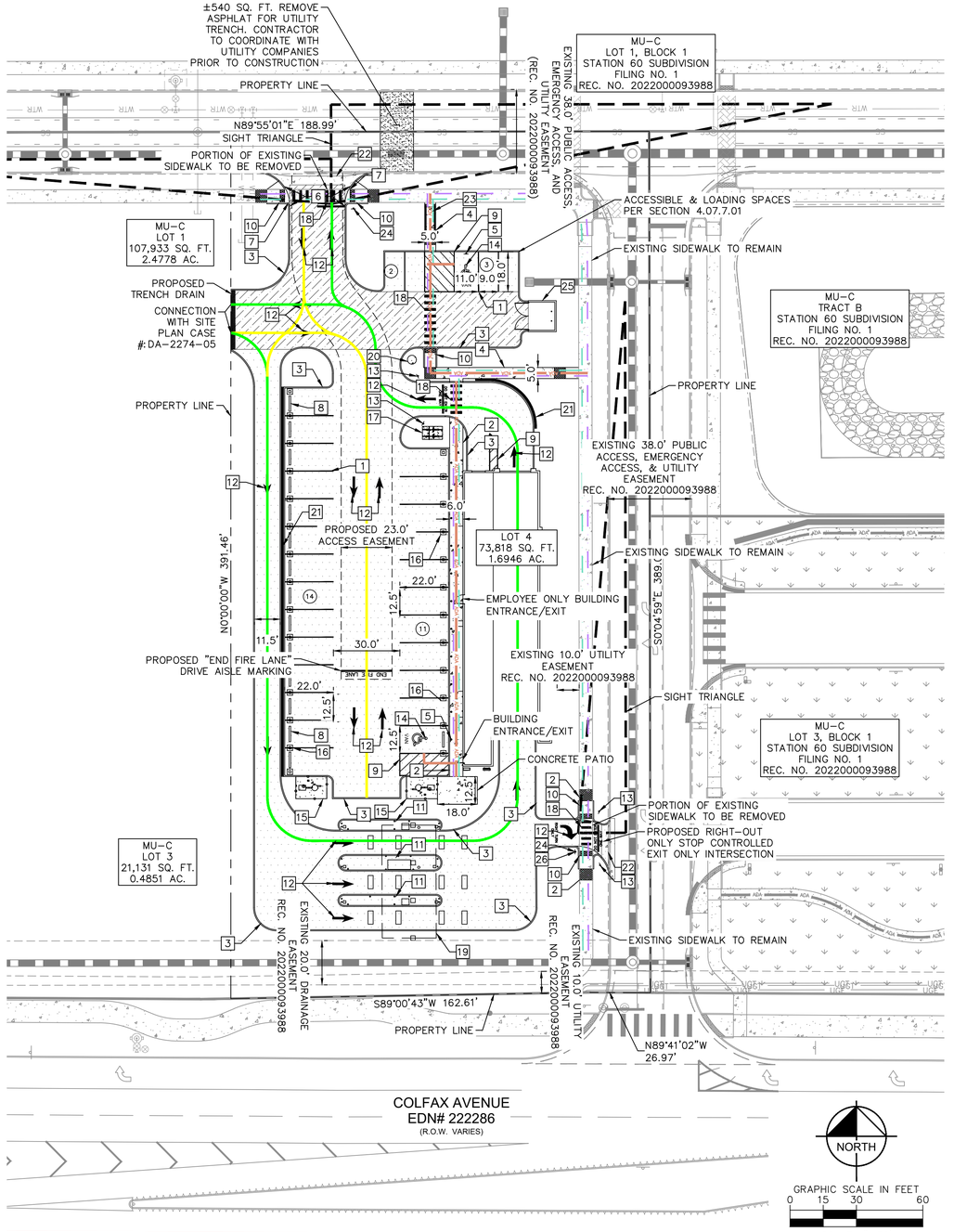
EMERGENCY INGRESS AND EGRESS:

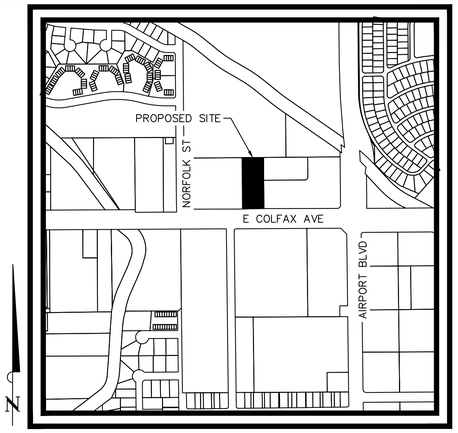
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO ABTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5. OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

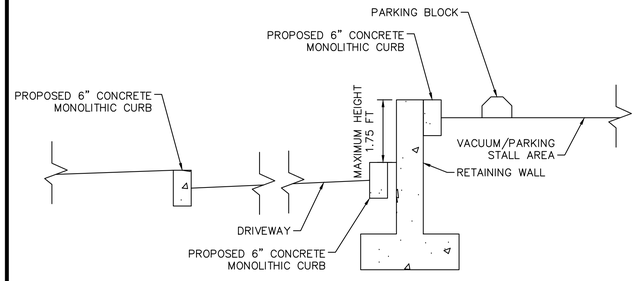
PROJECT NO. 096888060

SHEET 02

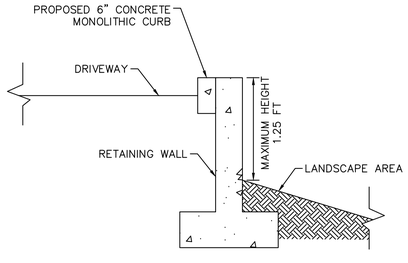
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NOTES:

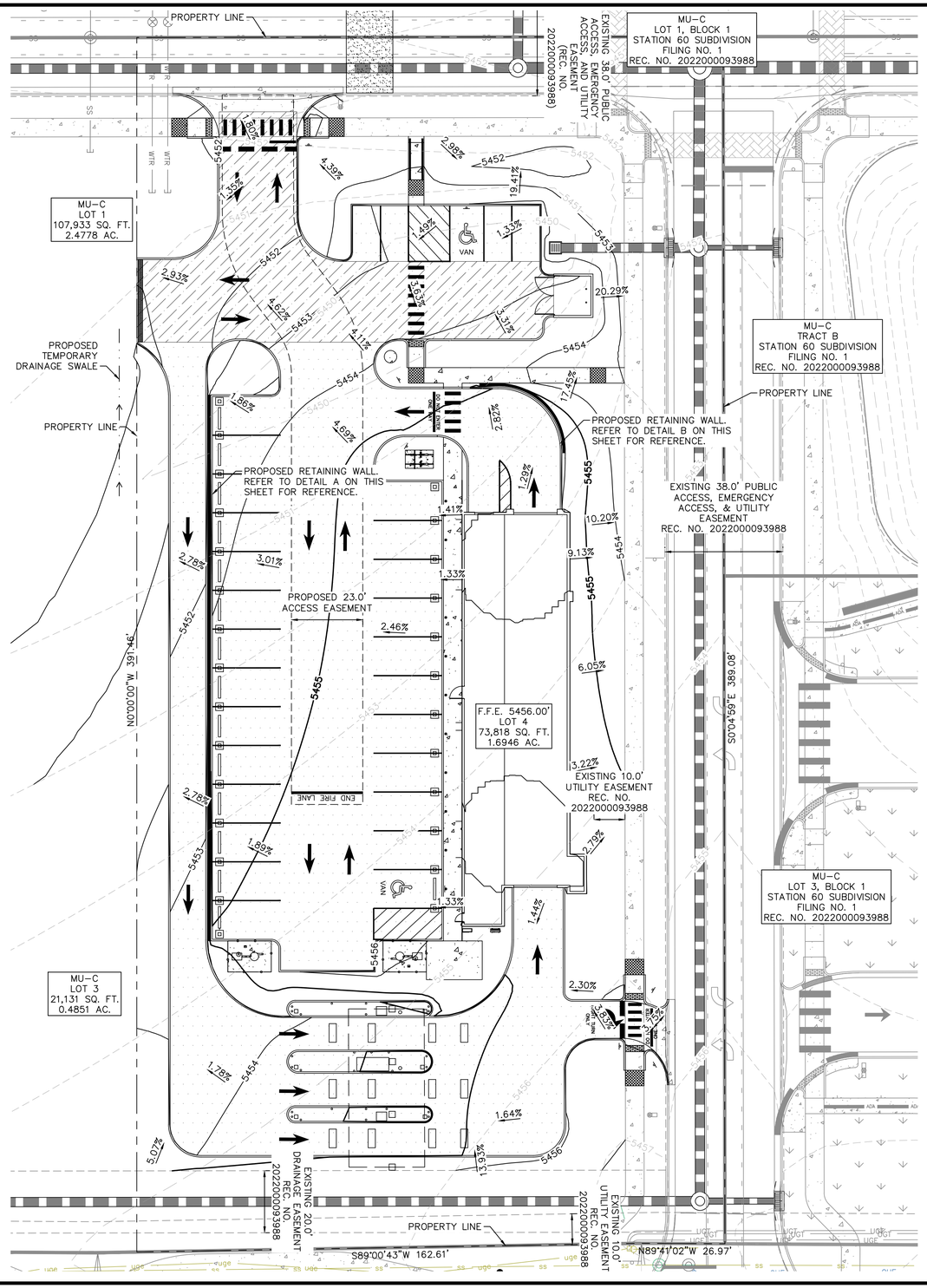
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

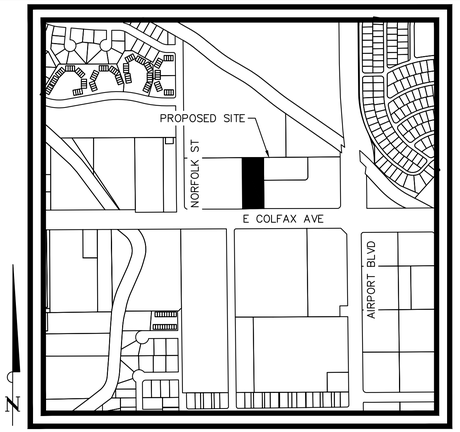


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

LEGEND

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- EASEMENT LINE
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- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
03

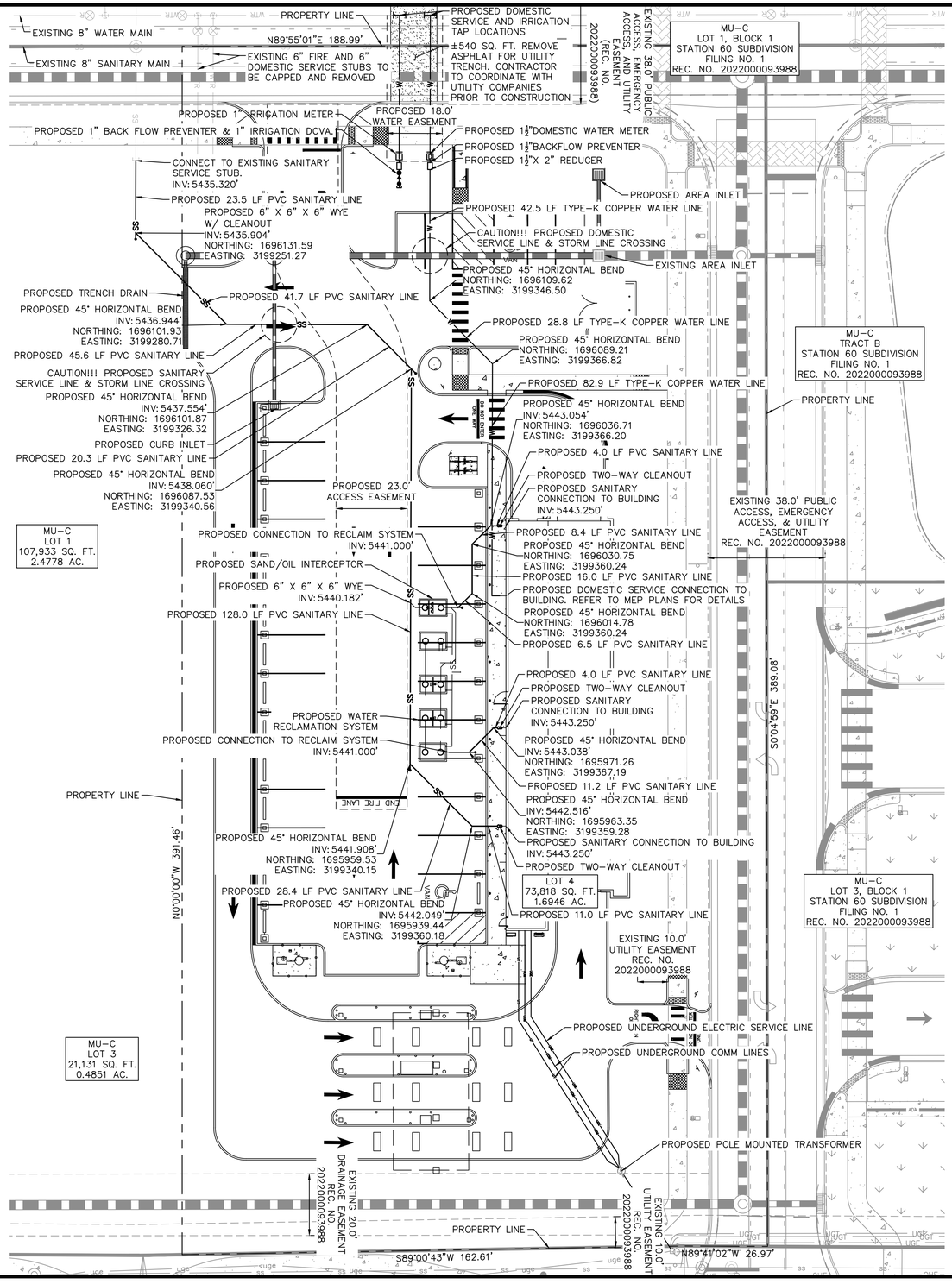
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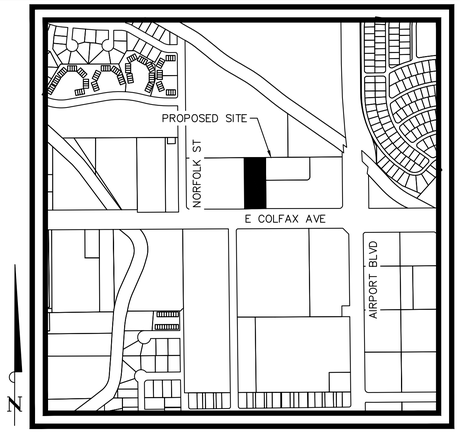
NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
N.T.S.

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- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- SS — PROPOSED SANITARY LINE
- W — PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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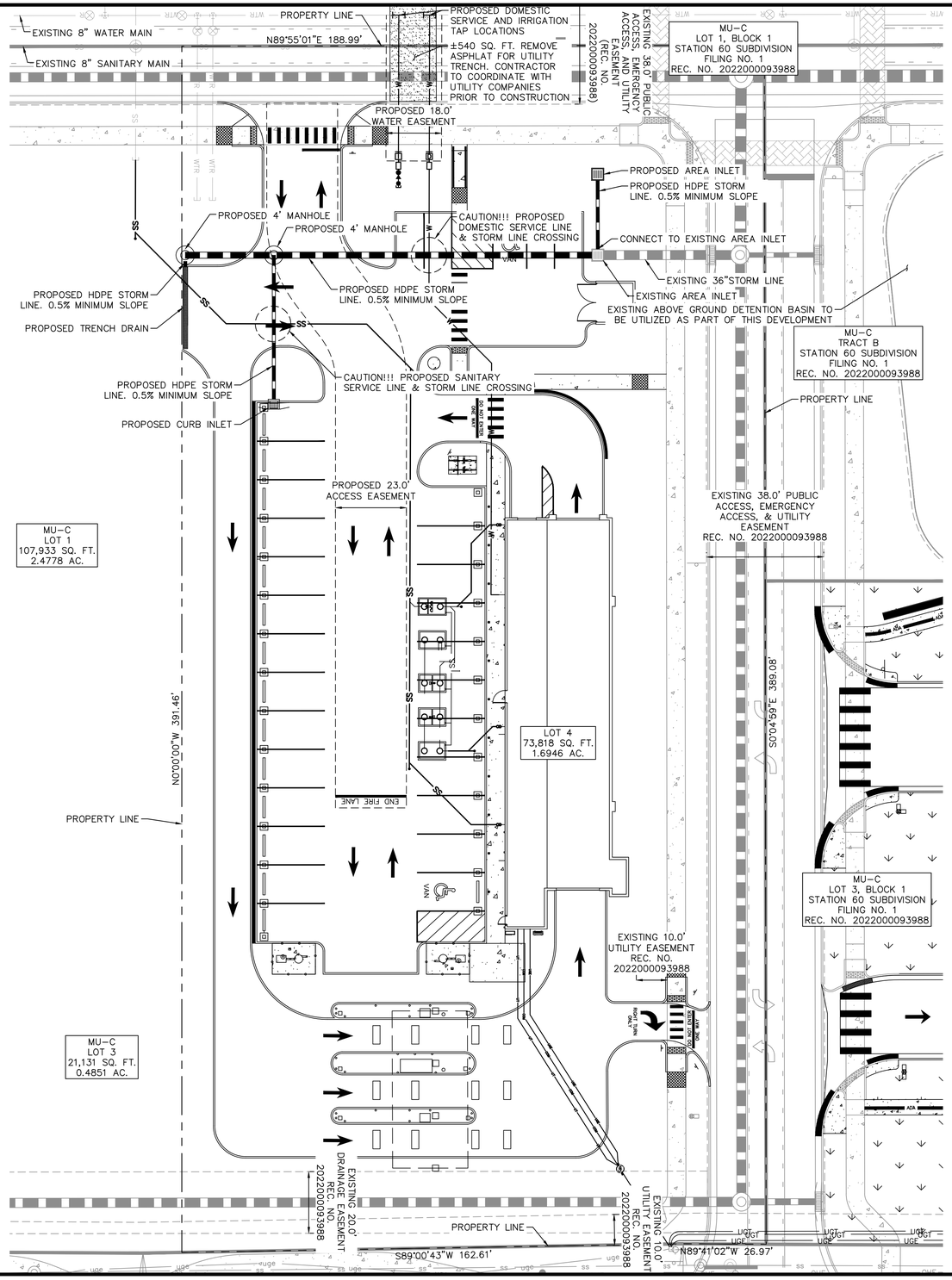
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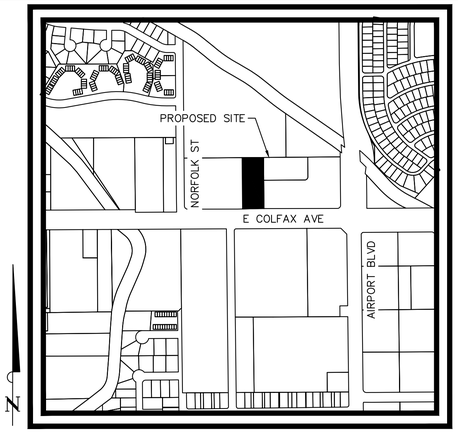
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CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
N.T.S.

LEGEND

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- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

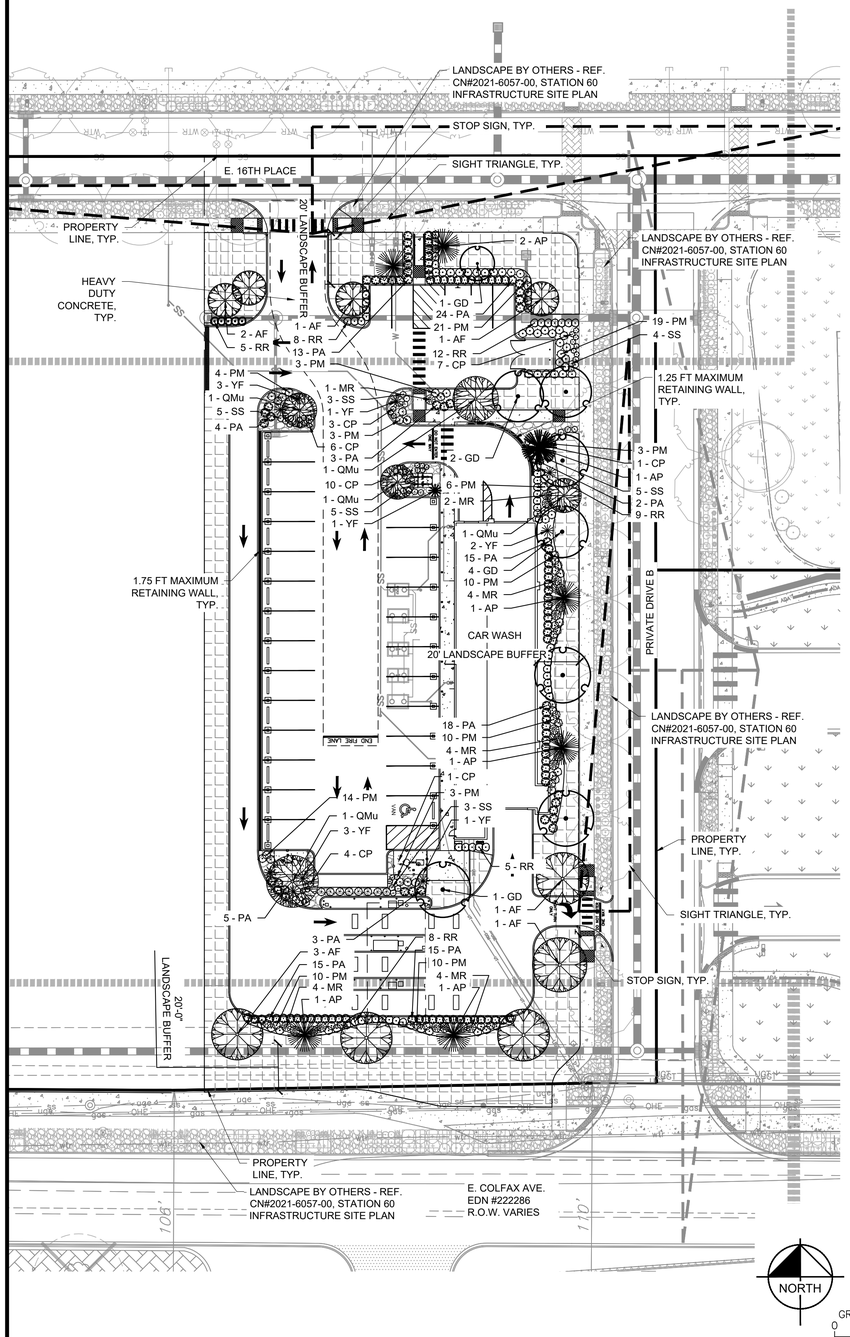
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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PROJECT NO.
096888060

SHEET
05

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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemonii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"-3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

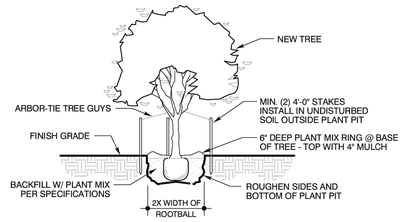
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"-11/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4-8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26-INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.

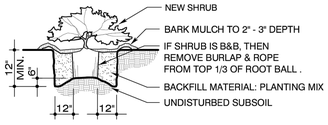
CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non-residential and Mixed-use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000



TREE PLANTING DETAIL

NEW TREES
1/8" = 1'-0"



SHRUB PLANTING DETAIL

NEW SHRUBS
1/8" = 1'-0"

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJC
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

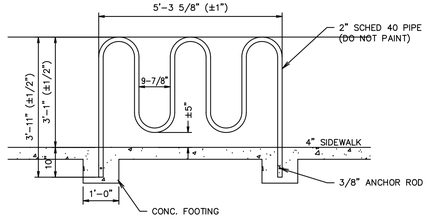
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PROJECT NO. 096888060

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06

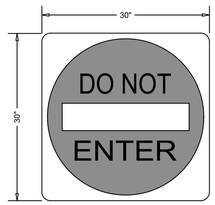
K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_LS.dwg Lundberg, Andrew 8/29/2025 11:44 AM

MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL

NTS | SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA
	< 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

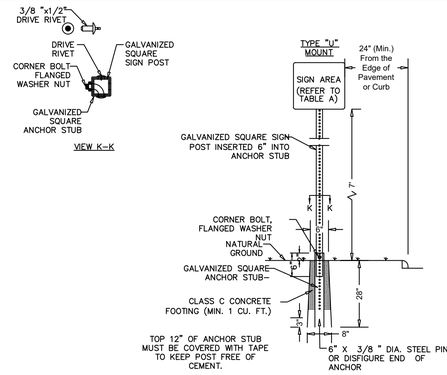
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

8.) ALL DETAILS ARE NOT TO SCALE.

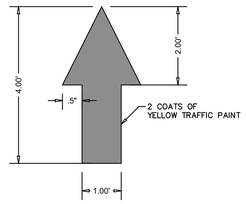
9.) ALL DIMENSIONS ARE IN INCHES.

10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



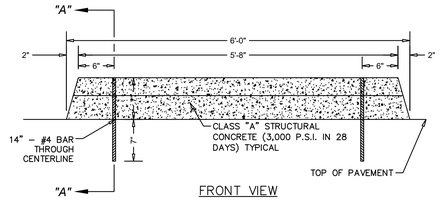
DO NOT ENTER SIGN DETAILS

NTS | SN:

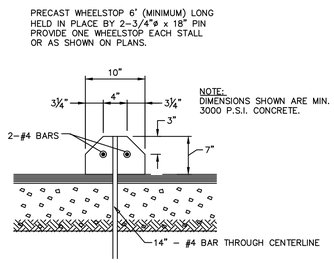


TRAFFIC MARKING DETAIL

NTS | SN:



FRONT VIEW

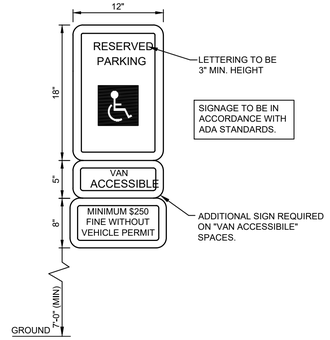


SECTION "A-A"

NOT-TO-SCALE

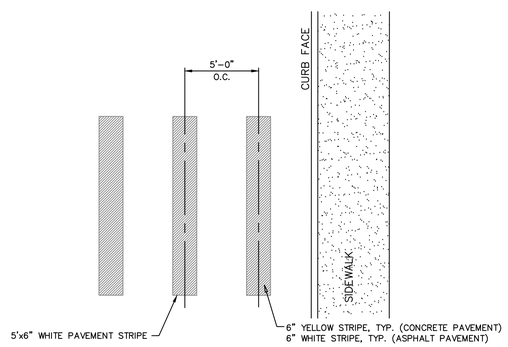
WHEELSTOP DETAIL

NTS | SN:



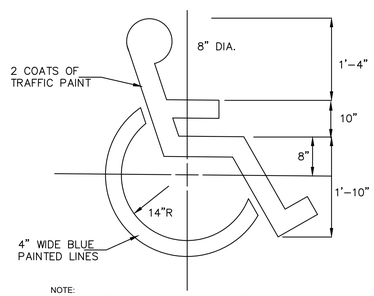
ADA SIGNAGE DETAIL

NOT TO SCALE



CROSSWALK DETAIL

NTS | SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

Kimley»Horn

NO.	REVISION	DATE	BY

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

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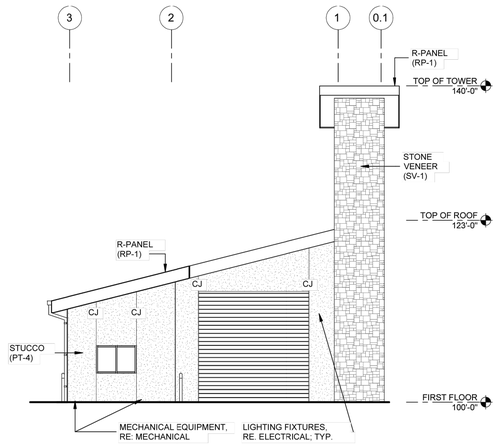
PROJECT NO.
096888060

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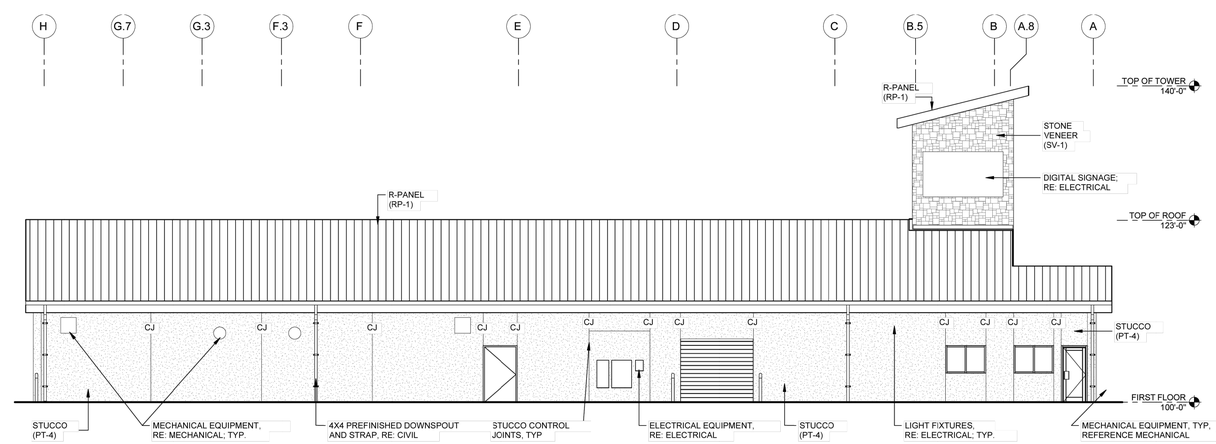
MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO



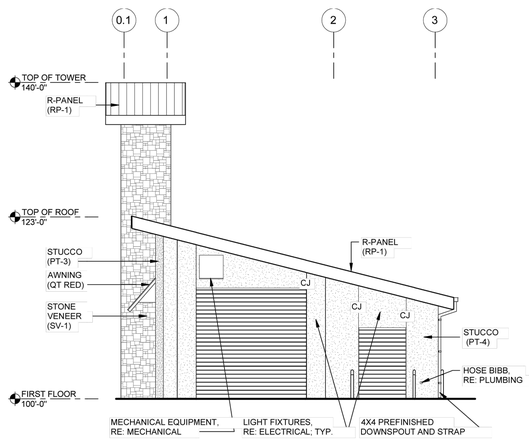
ENTRANCE ELEVATION

1/8" = 1'-0"



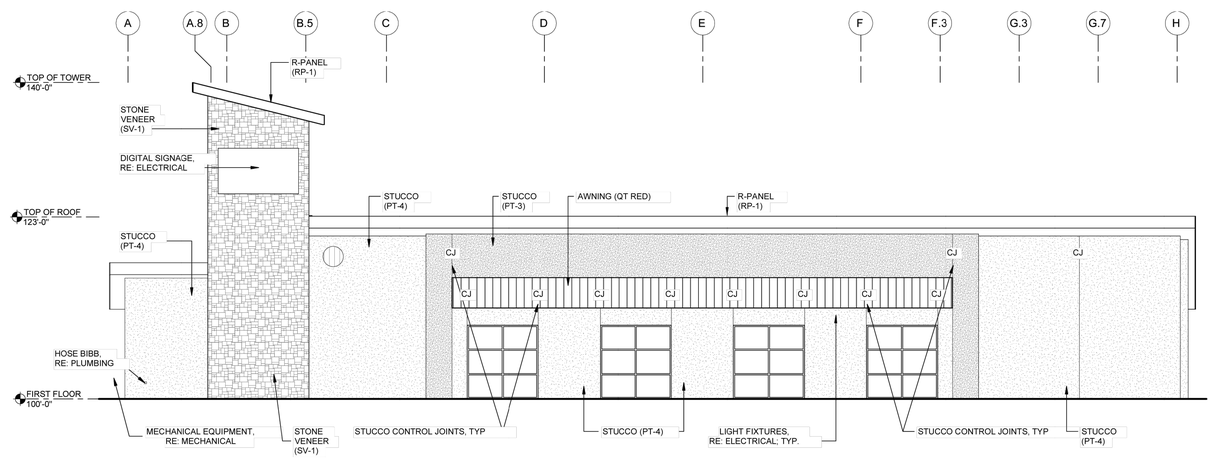
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

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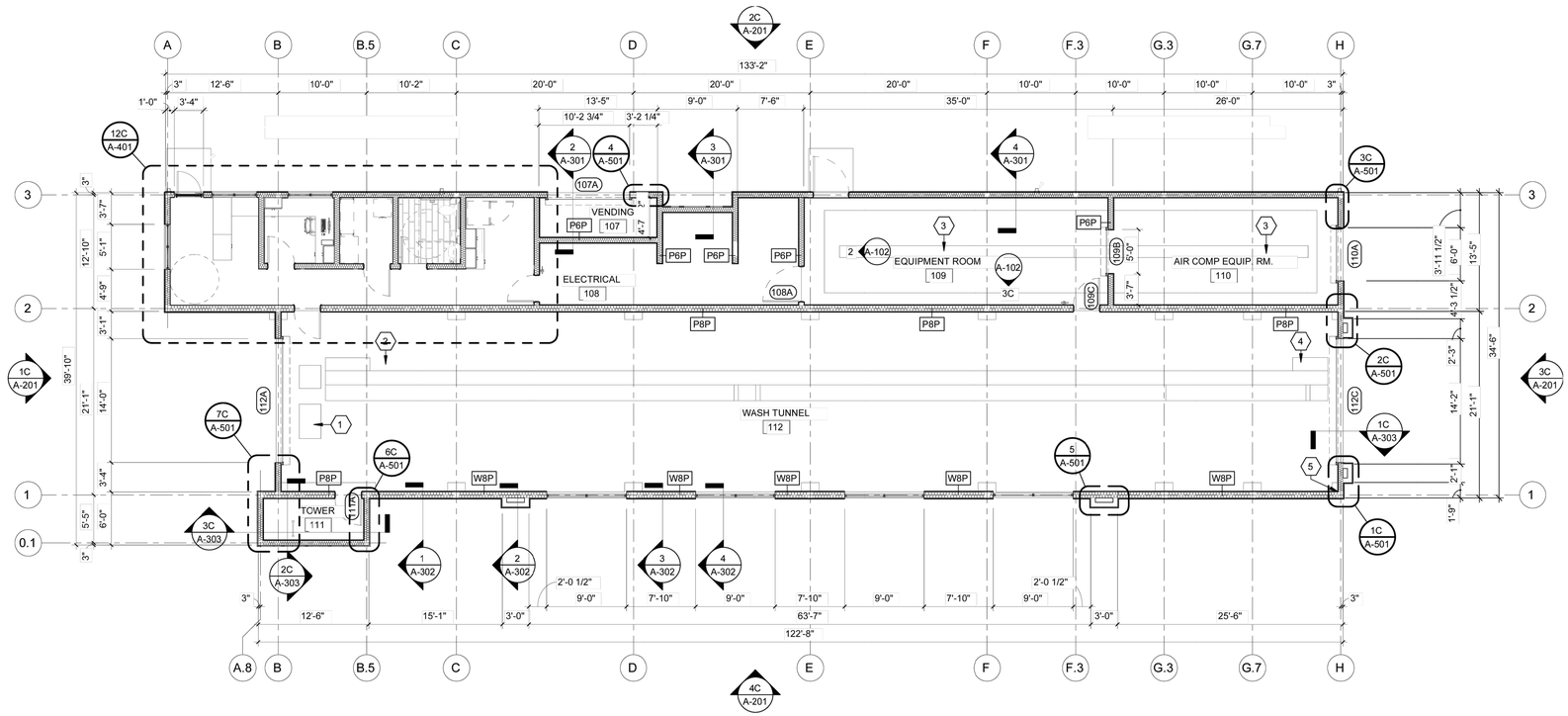
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

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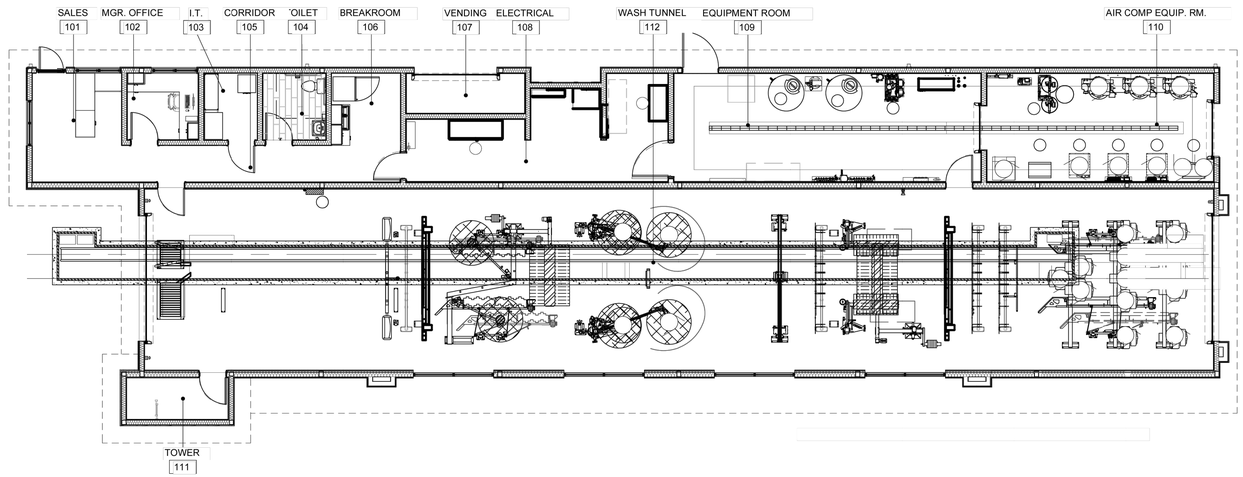
SHEET
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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 686, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME / 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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DATE: 06/02/2025

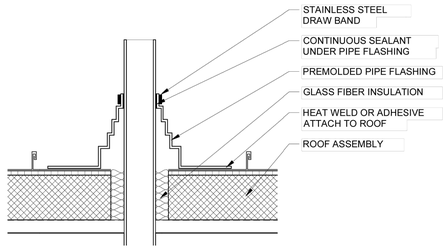
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
FLOOR PLAN

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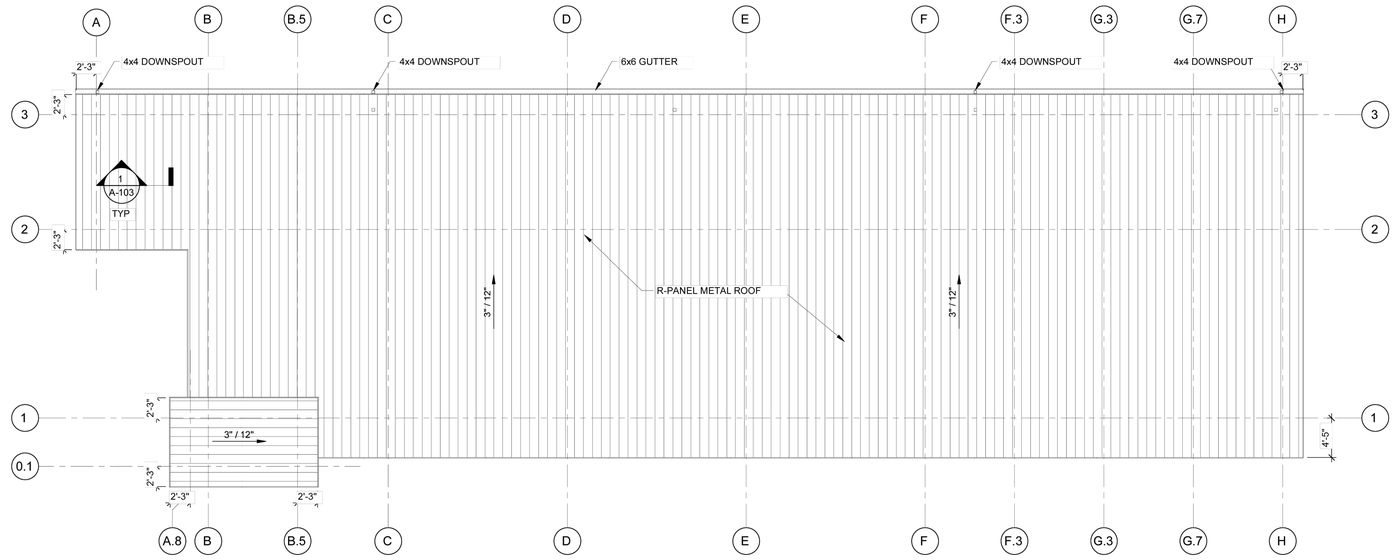
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1 TYPICAL PENETRATION DETAIL

1 1/2" = 1'-0"



ROOF PLAN

1/8" = 1'-0"

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DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
ROOF PLAN

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BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

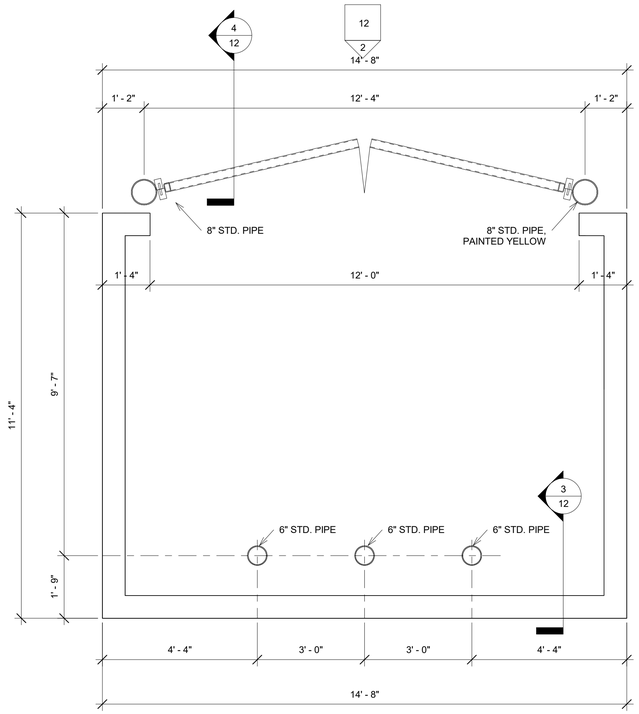
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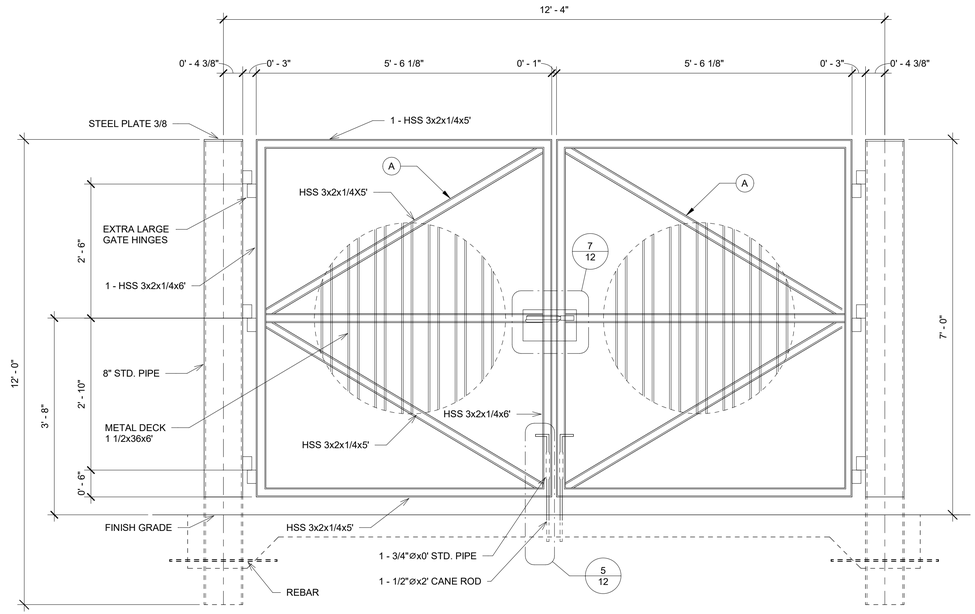
SHEET
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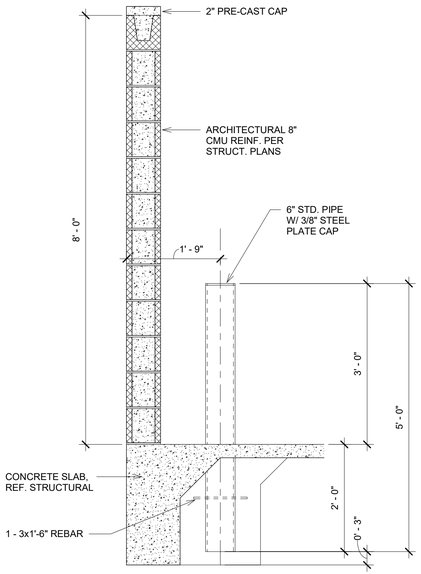
EXHIBIT C



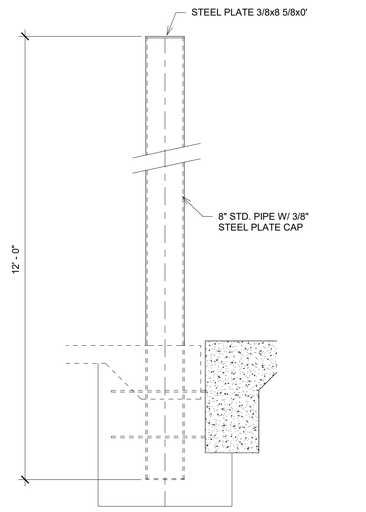
1 TRASH PLAN
1/2" = 1'-0"



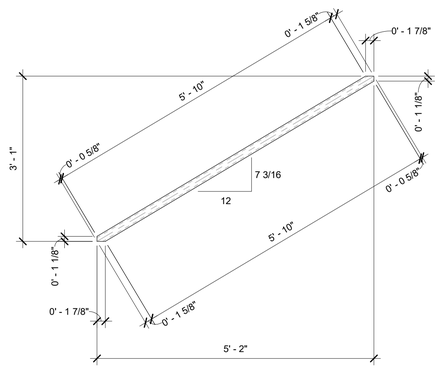
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



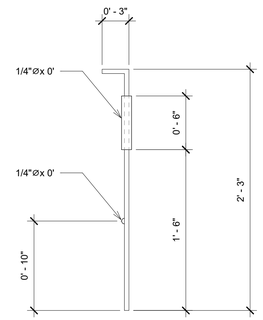
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



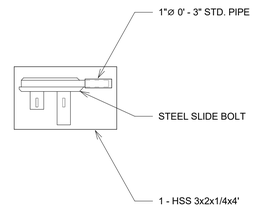
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

BUBBLE BATH

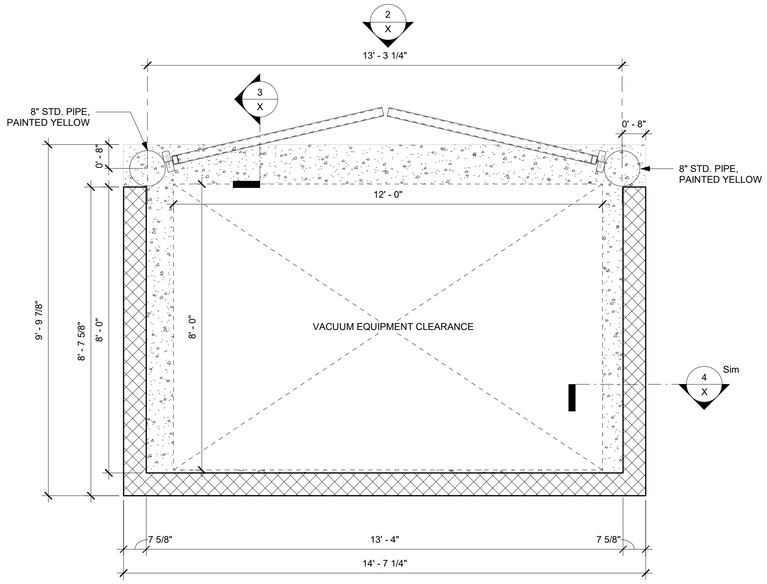
STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

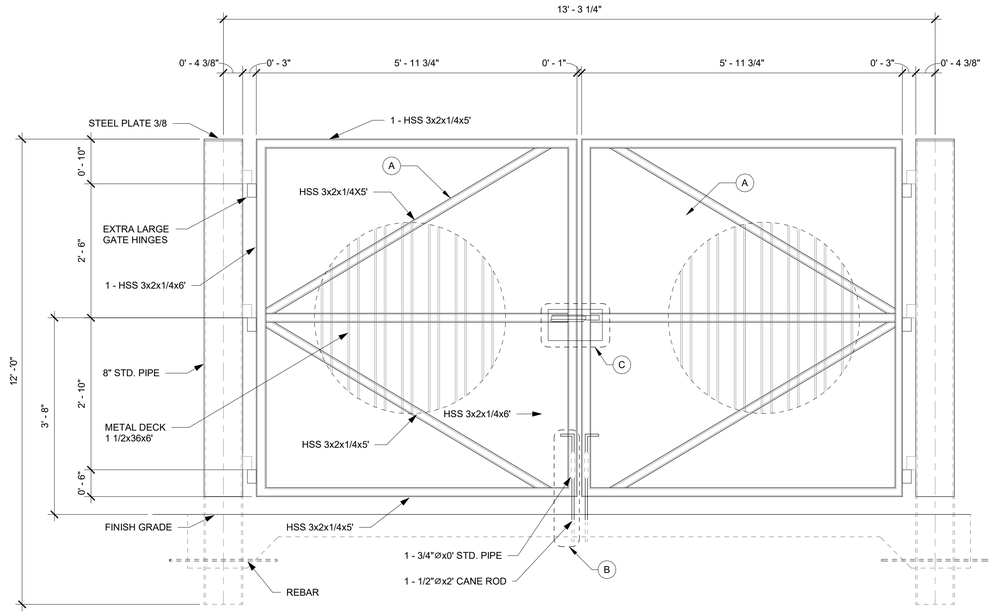
TRASH ENCLOSURE

12

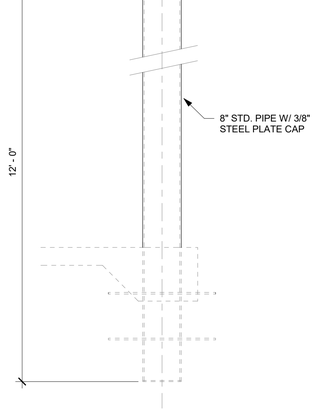
EXHIBIT C



1 VACUUM ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"

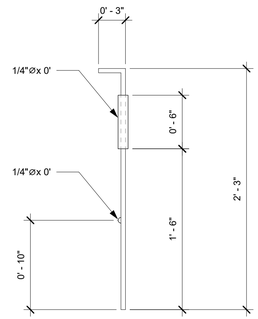


2 FRONT VIEW
SCALE: 3/4" = 1'-0"

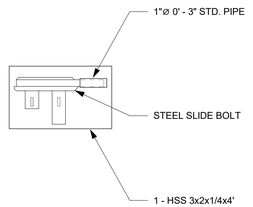


3 VACUUM ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"

4 VACUUM ENCLOSURE SECTION 2
SCALE: 3/4" = 1'-0"



5 DETAIL B
SCALE: 1 1/2" = 1'-0"



6 DETAIL C
SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

BUBBLE BATH

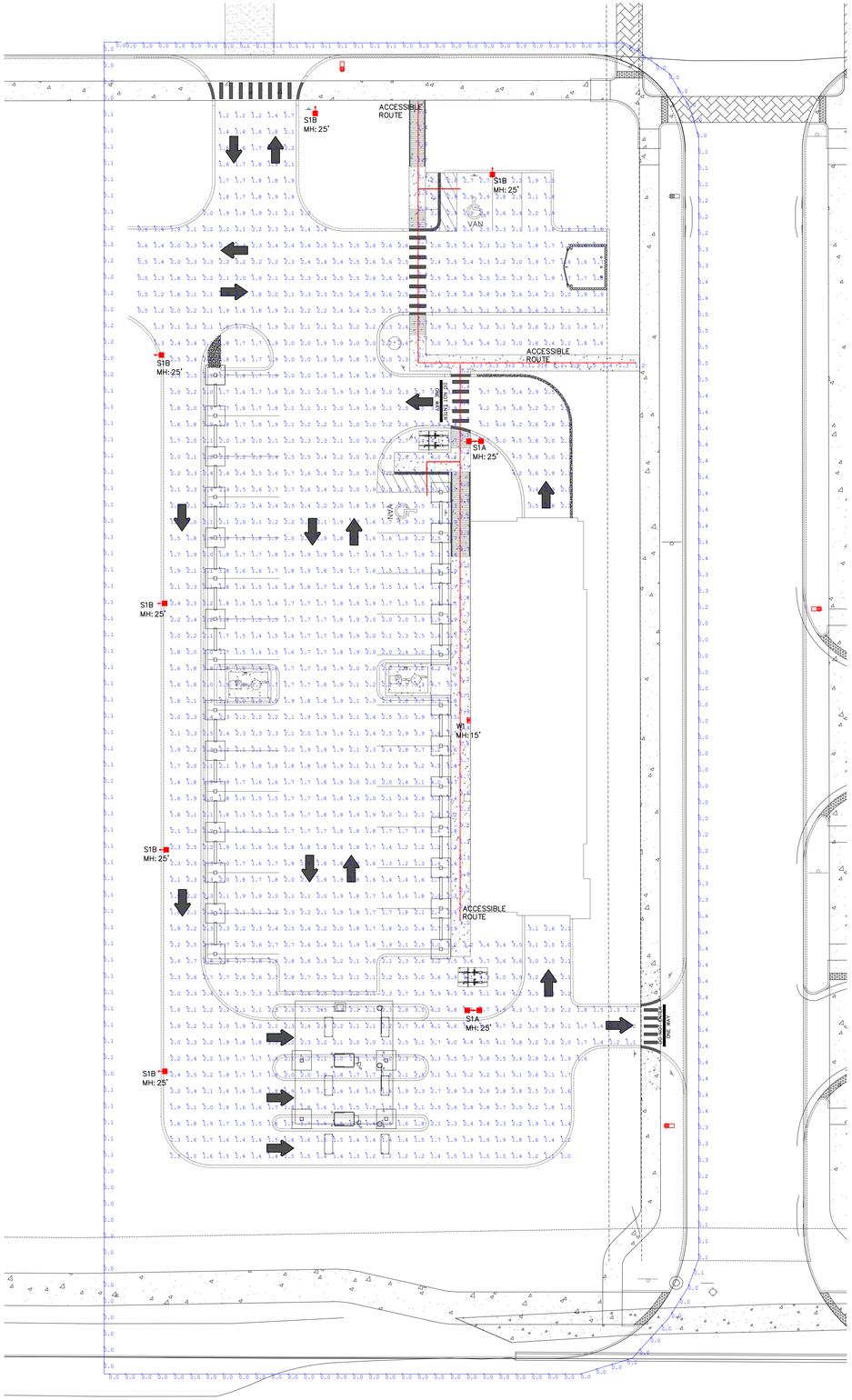
STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

VACUUM ENCLOSURE PLAN & DETAILS

13

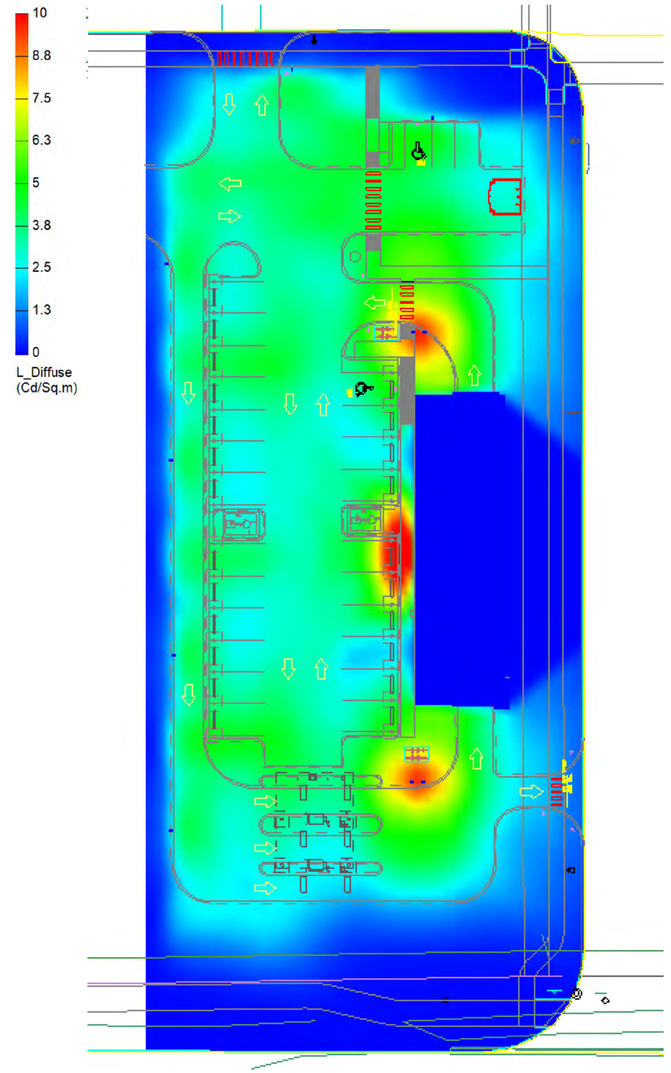
EXHIBIT C



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



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Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

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Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.
Job No.	
Sheet No.	14

From: Emilie Baratta
To: Gubrud, Stephen
Subject: Re: Questions about Aurora Center for Health, Wealth, etc. :)
Date: Monday, October 13, 2025 4:25:53 PM
Attachments: image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image001.png
image002.png

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Hi Stephen,

How about this – it's so long, but this is so complex. People always think car washing is easy, but it's really not.

Dear Mayor/City Councilperson/To Whom It May Concern:

I'm writing to you as a constituent, but also as one of Aurora's small business owners. My business is in Ward I, but I am writing to all of Council on a matter of great importance to me, but also one of significant importance to Aurora vis a vis water use, land use, jobs and sales taxes.

For the last nine years I have owned and run a nifty little car wash in Denver, Gleam Car Wash, and two years ago I opened my second location in Aurora on E. Colfax between Chambers and Airport. I'm writing today as I am deeply concerned about a proposed conditional use approval for a national chain and direct competitor less than half a mile from my Aurora location; if "Bubble Bath" carwash is approved, it will possibly kill my nascent Aurora business and because of that bankrupt both of my locations. More importantly, it would be adding yet another poorly-operated national chain car wash that will use huge amounts of potable water, not create any jobs worth mentioning, and not pay sales taxes. **Of note: there would then be at least six car washes along a 2-mile stretch of E. Colfax. This is not a good use of 1.3-acres of land or water.**

First, a little bit about me, then about car washing, and then about this proposed – and unwise – new wash.

***A bit about me*:** I founded and developed Gleam Car Wash in Denver almost exactly nine years

ago. I am a small business owner; I raised the debt and the equity. The business is partially financed via an SBA 504. I developed Gleam as the greenest car wash in the country; additionally, 15-20% of our 40-person strong work force is neurodiverse. And, importantly, after a rough start, we've been a very successful little business, regularly giving back to the community and striving to do our part. In other words, I'm a strong operator with a community conscience.

Two years ago, I opened my second location along E. Colfax. I knew it would be hard, but honestly, I had no idea how difficult it would wind up being. Among other challenges, since I built it in the immediate aftermath of Covid, pricing was haywire. In a moment of perfect serendipity, I had to sell the rest of the land in order to keep the project going; because of all the outreach I had done during the development (see below), I knew a lot of folks at the City and they knew me. They had a chunk of change that they needed to spend or lose, and we closed the deal in record time. Now that land around Gleam is slated for 100+ units of affordable housing, spearheaded by Mercy Housing, and I wrote a letter to CHFA in support of the project.

However, Gleam-Aurora is struggling and not quite breaking even, even two years in. It's worth mentioning here again that I am a very strong operator, with a great track record, and I think my struggles speak to the reality that another tunnel wash at this location is not a needed or wanted by the market. Still, the business has had a positive impact in the neighborhood: we have created ten new jobs, all held by local residents, and in conversations with Aurora Water, it's my understanding that we use exponentially less potable water per vehicle than any other tunnel car wash. This is not because we don't use water; it's because we maintain our extensive water reclaim system. We are essentially a mini-water treatment plant. And after so much work, we are FINALLY getting close to succeeding!

So you can imagine I was quite distressed to discover, just this Thursday, and quite by accident – that a very muscular very well-capitalized firm, Quick Trip, has proposed a large, 1.3-acre tunnel car wash less than ½ mile from my new, existing, locally-owned 1.3-acre car wash. I don't mind admitting that I am panicked. I had thought, because it was a struggle to get through the conditional use approval process and because Aurora is very rightfully water-conscious, that it would be unlikely the City would approve more tunnel car washes in close proximity to each other. It's simply a poor use of land and water.

A bit about car washing: as an industry, it's changed dramatically. The transition from cash to credit attracted the attention of private equity firms, and the industry has exploded. I believe that in the last five years there have been approximately 50 new tunnel washes built in the greater Denver-Aurora metro, many of them built or acquired by PE firms. It has made it hard to compete, to say the least, but of course, that is a part of business.

Nonetheless, as a City, certain uses are conditional for a reason, and I believe it's in the City's best interest – if for no other reason that the fact that potable water is a scarce resource – to

judiciously limit approvals of new tunnel washes. I will repeat: if this wash is approved, that will make at least SIX washes along a 2-mile stretch of E. Colfax. And to my knowledge, NONE of the existing washes except mine have a well-maintained water reclaim system or maybe any system at all.

***A bit about this proposed chain car wash*:** the chains will argue that they also have water reclaim systems; however, they often put in small systems and then fail to maintain them. The maintenance is expensive, dirty work. The chains may also argue that they create quality jobs. I can tell you, given that I have had several of their former employees on staff, that of course this is not true. Working at a car wash is not glamorous, but it can be a means to a better future and not a dead end job.

I cannot emphasize enough that putting a 1.3-acre brand-new tunnel wash less than ½-mile from another 1.3-acre brand-new tunnel wash will
a) critically endanger an existing local business and
b) is utterly unnecessary and unwise from a water and land-use perspective.

We all know we need housing; we do not need another big, ugly car wash that will consume 50-100 gallons of potable water per vehicle (no matter what they say), create 2-3 unpleasant and poorly-paid jobs, and not add any sales tax.

Water math and housing: Aurora, as mentioned earlier, is rightfully water-conscious. Big chain car washes, no matter the verbiage, do not install or maintain significant water reclaim systems unless mandated by law, and there is no such mandate in Colorado. I have been in car washing ten years. I have heard it all. This means that – for the sake of argument – if "Bubble Bath" washes 150 cars a day (which is where we are, and this is not great) that's at a minimum 50 gallons of potable water per car. That equates to 7500 gallons of potable water per day, 52,500 gallons per week. That is more than three swimming pools. **Not to demonize car washing – properly done, it's more water efficient by far than washing in your driveway and a great way to protect a car and save water – however, improperly done, it's an insane waste of a limited resource.**

1. The goal is to wash >500 cars a day. That's 175,000 gallons of potable water a week.

My friends in affordable housing have reiterated that the tap fees in Aurora are so high that it reduces the viability of many more units. This is because of the cost of water – simple supply and demand, and very defensible. However, wouldn't more well-done housing benefit us all in the short and long term more than yet another chain car wash?

Design: I deliberately designed my car wash to fit into Colfax's awesome commercial history, and my iconic sign was the first (maybe only) to be approved (unanimously) by City Council on the grounds that it had a superior design (v. "hardship" which is the other way signs used to be granted variances). It's my understanding that the entire process is now different, precisely because I was hard headed enough to try to do something better.

If Bubble Time is permitted, my Gleam Car Wash site could become another vacant parcel blighting an already difficult stretch of Colfax. Appraisers routinely point to my Denver wash as the nicest building on 38th Avenue. They say the same about my second wash on E. Colfax.

Thank you for your time.

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

Through some serious ups and downs along E. Colfax my wife and I have successfully operated Academy Roofing on Jasper Street and I am writing today to urge you to vote NO to the proposed conditional use of a new tunnel car wash at the corner of Airport & E. Colfax.

Small businesses are the bedrock of any community; my wife and I have employed hundreds of individuals over the years, nurturing their passage into adulthood, and helping them become contributing citizens here in Aurora or wherever they land. Gleam Car Wash, run by Emilie Baratta, has a similar ethos. It is not easy.

A car wash is not like roofing or car rentals or most of the other businesses in this stretch of the woods. A car wash is a destination, and pulls from the local community, and our local community is struggling and – it's my understanding – barely able to support one tunnel wash. There is not room for two very similar car washes – in fact, by my count, if Bubble Bath goes in that makes four or five car washes (including the self serves) between Airport and I-225, a two-mile stretch. This doesn't make sense and promotes bad business practices that will have a negative impact on our neighborhood.

I don't want a failed business creating another vacant parcel and neither should anyone on Council. Instead, take existing vacant parcels – like the one QuickTrip wants to turn into an unnecessary car wash – and make it contribute to the fabric of our community.

You should all deny this conditional use permit, support local business, and look to better E. Colfax in more productive ways.

Thank you for your time,

Curt Boyd
Academy Roofing

Gubrud, Stephen

From: Jennifer Strotman <[redacted]>
Sent: Monday, October 20, 2025 9:22 AM
To: Sundberg, Steve
Cc: Gubrud, Stephen
Subject: Re: Station 60 Car Wash Project # 1800993

Follow Up Flag: Follow up
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The apartment complex promised a dog park, and promised Norfolk Glen access to it. They built a fenced 30x30 gravel pit and threaten anyone who walks in their "property" with trespassing charges. They don't even like us going to them with issues like dogs being loose or tired up on porches, trash, fireworks, etc. They also promised the access point to the High Line Canal at Norfolk St. Ugh. That's a whole separate matter.

Would the planning commission take into account the other car washes in the area? I highly doubt 3 are needed in less than 1 mile. Do you know when the public notice was posted? I never saw signage and I walk past the parcel daily. If the meeting has not happened yet, I'd like to voice my concern and also hear from the folks proposing this. As you know, that whole area is a disaster, and QuickTrip does literally zero management of their property. The street light at Norfolk & Colfax was hit by a car almost a year ago, still hasn't been replaced and the city & Xcel can't do anything about it because the property (lights included) are still under QuickTrip management. There have been multiple accidents at Norfolk & Colfax due to the lack of light, and poor line of sight due to all the construction. The footpad for the light is exposed, wires included, and again, no one can do anything about it. There's trash, weeds, etc all over that vacant lot.

On a separate note, is there any need for a community rep for the new shelter project? I work a lot with the shelter, and I'd like to volunteer if there's anything I can help with.

Thanks again for chatting with me!

On Oct 20, 2025, at 8:58 AM, Sundberg, Steve <Steve.Sundberg@auroragov.org> wrote:

Hi Jennifer,

Thank you for reaching out and sharing your thoughts. I appreciate your engagement and concern for how our community grows.

You're absolutely right that we will eventually need a fourth police district station, and current planning suggests it will likely be located a bit further northeast to best serve the expanding area. The first key factor, however, is staffing. In 2021—before I joined City Council—the department lost 126 officers, and the losses continued for a couple of years due to temporary and ineffective leadership. Fortunately, under our new permanent Police Chief, who has been on the job for just over a year, we're finally seeing solid gains. If this trend continues, we should reach full authorized staffing (748 officers) by the end of 2026. Ideally, we need around 808 officers to meet the national best-practice ratio of two officers per thousand residents. Currently, we have about 670.

As for the car wash project, I understand your concern. There are indeed a lot of them in certain areas. However, it's important to note that City Council doesn't decide which specific types of businesses locate where—that's largely determined by the free market. Our role is to ensure zoning and development meet code and community standards, but business competition and market demand ultimately drive what gets built.

A good example is Dutch Bros Coffee near Buckley and Iliff. There were already coffee options nearby, yet the market proved strong enough for another—now it's thriving. That's the nature of an open, competitive marketplace.

That said, I'm in communication with the Quick Trip representatives to better understand their plans and whether they truly see this as a viable addition. While it's not the role of Council to deny one business in hopes another type will come along, I do try to keep character and safety of each area in mind when we review proposals.

I do love dog parks and I think they are a great way to bring community together. This, however, is private land and they lively need a return on their investment. The new dog parks we are seeing, are coming from new neighborhoods and private development, such as Painted Prairie, Windler, Horizon Uptown, etc. Perhaps the apartment complex there could have built a small dog park, but maybe thought the eventual Highline Canal access would take care of the recreational component. Dog parks do come with

solid resistance at times from neighbors who think the noise levels might be too disturbing.

As someone who's been a small business owner for decades, I have a real heart for the "little guy" and understand how competition can feel daunting. I'll continue to advocate for thoughtful, balanced growth and open communication as our city continues to expand.

Thank you again for sharing your perspective—it truly helps inform the conversation.

Warm regards,

Steve Sundberg

Aurora City Council – Ward II | Mayor Pro Tem

Office 303.739.7015
Cell 303.525.6659

From: Jennifer Strotman <s[redacted]>
Sent: Sunday, October 19, 2025 9:44:43 AM
To: Sundberg, Steve <Steve.Sundberg@auroragov.org>
Cc: Gubrud, Stephen <sgubrud@auroragov.org>
Subject: Station 60 Car Wash Project # 1800993

Hello Steve,

I was recently looking around on the planning site and came across the proposed project 1800993 for yet another car wash in my immediate community.

There are already two car washes in this area; one at Colfax & Airport, and another at Laredo & Colfax. This proposed car wash would be the third in 1 mile, which is a bit ridiculous. Neither of the two car washes are ever busy, and a third would be a drain on those two businesses, and the water demand would also increase.

Ideally, I'd LOVE to see a Police Station, dog park, or even a coffee shop in this location. The last thing our community needs is another car wash. I have talked with a few other neighbors and they feel the same way, and they all would love a Police Station, as we don't have one near us and we are in desperate need of some police presence in our growing area.

Let me know what we can do to get something useful in our community at this location.

Best,
Jennifer Strotman
[redacted]

Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

I am writing this letter of support on behalf of my constituent Emilie Barrata, a local small business owner of Gleam Car Wash. Gleam Car Wash is an innovative and first in the nation sustainable car wash. Ms. Burrata owns two car wash locations in Denver and Aurora, employing 40 individuals. With a state of the art water reclaim system, Ms. Burrata's car washes are able to use less than 15 gallons of water per car wash, and reclaim 100% of the water utilized. Her commitment to sustainability and local job creation makes Gleam Car Wash a valuable asset to our community and a model for environmentally responsible business practices.

I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

Friday, October 31, 2025

Via Electronic Mail: jbatchel@auroragov.org

City Manager, Jason Batchelor

15151 E Alameda Parkway, Aurora CO 80012

CITY OF AURORA – APPEAL OF CONDITIONAL USE APPROVAL

Project No. 1800993 – "Bubble Bath Car Wash / Station 60"

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

Dear Mr. Batchelor:

This letter constitutes an appeal of the Commission's acceptance of the Application for Project No. 1800993, QuikTrip's Conditional Use for its "Bubble Bath" conveyor car wash and is timely pursuant to section 146-5.3.13 of the Aurora Unified development Ordinance (the "Code").

In contrast to the Planning Commission's finding, you will see that the applicant did not, in fact, meet all applicable review criteria and therefore the Commission erred in accepting the Application. The following narrative discusses the violation of multiple Code sections and details significant inconsistencies with the City of Aurora's Comprehensive Plan. In short, we respectfully request that the City Council reconsider and reject the Application.

1. Introduction and Standing

Pursuant to Aurora Municipal Code (AMC) §146-5.3.11, this memorandum constitutes a formal appeal of the Planning and Zoning Commission's approval of the Conditional Use application for the proposed "Bubble Bath Car Wash / Station 60," Project No. 1800993. As the owner and operator of Gleam Car Wash, an adjacent small business, I am an affected party with standing to appeal this decision. The proposed use will have significant adverse impacts on the surrounding neighborhood and the long-term economic, design, and environmental integrity of East Colfax.

See SUPPLEMENTAL ARGUMENTS (BELOW, starting page 3) REGARDING STANDING TO APPEAL

2. Grounds for Appeal

A. Procedural Error – UDO 146-5.3.1 (First Review Neighborhood Meeting)

The Planning Director erred in determining that a First Review Neighborhood Meeting was not required. The proposed change in use from standard retail/fuel to a conveyor car wash introduces new and unanticipated impacts—traffic intensity, noise, and substantial water demand—requiring neighborhood input under UDO 146-5.3.1(A) and (C)(3). In fact, neighbors who walk past the parcel every day stated in letters to City Council that they were unaware and not notified of the posting.

B. Potential Violation – UDO Section 146-5.3.9 (C)(D)

The Applicant has multiple violations of several sections of the abovementioned code, including failure to maintain public improvements for which it is contractually responsible (such as a streetlight on Norfolk) which together constitute an ongoing failure to comply with relevant ordinances and obligations. Additionally, the Applicant is *not* in compliance with multiple representations made at multiple public hearings and meetings relevant to the Station 60 Redevelopment.

C. Non-Compliance with Conditional Use Standards – UDO 146-5.4.3(B)(2)(C)

The use does not satisfy the mandatory finding that a conditional use must be 'compatible with the surrounding neighborhood and consistent with the Comprehensive Plan.' Six car washes already exist on Colfax, 3 within walking distance (under ½ mile). The proposed facility adds redundancy, conflicts with Aurora Places' intent to diversify land uses along Colfax, and fails to meet design and performance expectations.

D. Design Non-Conformance – Lack of Four-Sided Architecture - Chapter 146 Design Standards

Chapter 146 Design Standards require 'four-sided architecture' and articulation of facades visible from side roads and other developments. The tunnel exit (north) elevation facing new residential units is unarticulated, it is a flat stucco wall with no material change, and has control joints as design. The west elevation (Rear) is flat and unbalanced with the east elevation, lacks windows, articulation and any design. The drive aisle and queue lane visible from Colfax is not properly screened and the reference that landscaping will acceptably screen this area is insufficient and misapplied. This orientation was not allowed when I planned my development; consequently all four sides of my car wash had to conform to these standards. Why would this same standard not be applied to Bubble Bath QuikTrip? The 40-foot tower element is disproportionate and inconsistent with the surrounding area, the tower's massing is unbalanced and unattractive, 10' base, 13' roof (mid), 17' of tower, both the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. The tunnel exit points cars directly at the newly-constructed multifamily development just north of the site and will create large amounts of noise directed at residents.

E. The Use is Inconsistent with the Comprehensive Plan ("Aurora Places")

The proposed QuikTrip Bubble Bath Car Wash conflicts with multiple policies and core principles of the Aurora Places Comprehensive Plan. Specifically, it undermines the Plan's vision for "A Strong Economy," "A Thriving Environment," and "Complete Neighborhoods," each of which establishes that future development along major corridors—particularly East Colfax—should promote economic diversity, urban design quality, and long-term environmental stewardship.

1. Conflict with Economic and Land Use Policy

Aurora Places calls for redevelopment that creates "a greater variety of neighborhood experiences to attract employers and support new, higher-paid jobs." (Ch. 2, p. 6). The proposed car wash does the opposite: it adds a redundant, low-wage, and low-tax-generating use to an already saturated corridor, displacing opportunities for small-scale commercial or mixed-use developments that could generate sustained sales tax revenue and employment diversity.

The Plan explicitly cautions that Aurora's long-term fiscal health depends on supporting land uses that strengthen the City's tax base. Car washes are service uses that do not contribute sales tax revenue, yet they consume significant infrastructure resources—including water, wastewater, and road capacity. The result is fiscally inefficient land use, directly contrary to Aurora Places fiscal health principles (Ch. 2, p. 14).

2. Conflict with Environmental Stewardship Goals

Aurora Places emphasizes careful stewardship of natural resources, calling for "integration of water and land use planning" to conserve resources and enhance the reliability of water infrastructure (Ch. 2, p. 13). The Bubble Bath facility's reverse osmosis (RO) system rejects approximately 400 gallons of water for every 200 gallons of product water, discharging thousands of gallons of potable water daily into the sanitary system. This wasteful process fails to meet the intent of Aurora's water conservation policies and the Plan's directive for sustainability-oriented development.

3. Incompatibility with Community Design and Neighborhood Vitality

The Comprehensive Plan promotes "complete neighborhoods"—defined as places that are walkable, visually appealing, and contextually integrated. The proposed car wash reinforces an auto-oriented, transient "travel center" character rather than contributing to a vibrant, mixed-use corridor. Its design—blank walls, oversized tower, exposed vacuum producers, and large illuminated signage—conflicts with Aurora Places' call for "distinctive, high-quality design that enhances the character of corridors and centers." (Ch. 5, p. 30).

4. Conclusion

In sum, the QuikTrip Bubble Bath car wash is inconsistent with the Comprehensive Plan's economic, environmental, and design goals. It represents a short-term, low-value development pattern that perpetuates the very conditions Aurora Places seeks to change along Colfax. Approving this use undermines both the City's fiscal resilience and its commitment to sustainable growth, and therefore the conditional use must be denied as inconsistent with the Comprehensive Plan under UDO §146-5.4.3(B)(2)(C).

3. Findings of Fact and Supporting Evidence

A. Oversaturation and Market Impact

The International Carwash Association recommends spacing new conveyor washes 2–3 miles apart. The proposed site sits less than ½ mile from an existing conveyor wash and within a corridor already containing six car washes. Allowing another identical use undermines small, locally owned operators and contradicts the intent of the 'conditional' review process—to evaluate whether a use is appropriate in a specific location at this time.

B. Water Efficiency and Reclaim Misrepresentation

Aurora Water requires that car washes reclaim at least 75% of their tunnel water. The issue is not whether reclaim equipment exists, but how water is actually deployed. The Bubble Bath design includes a reclaim system with no sand filtration. While the tunnel recirculation technically meets the 75% figure, the facility's 500-gallon reverse osmosis (RO) system generates significant reject water—approximately 400 gallons of waste for every 200 gallons of spot-free product water given Aurora's incoming hardness of 11–14 grains. This reject stream is discharged to the sanitary system and not reused, substantially reducing actual site-wide water efficiency below the 75% reclaim threshold and contradicting the intent of Aurora's conservation goals.

C. Economic and Community Impacts

National chains like QuikTrip and Cobblestone employ pricing strategies that local operators cannot match, offering months of free washes followed by months of discounted memberships to capture market share. Such practices amount to predatory pricing, erode neighborhood economic diversity, and risk creating future vacancies and blight if local small businesses close. Predatory pricing contradicts the Comprehensive Plan's emphasis on promoting entrepreneurship; yet during its testimony in the Planning Commission hearing QuikTrip mentioned that they routinely engage in predatory pricing relative to their car washing services.

One generic example of predatory pricing: if I owned a sports bar and a new sports bar opens up ½ mile away, that is ok. But if this new sports bar gave away drinks and food for free for 3 months, then offered $1 shots, $.50 beers and half off food for another six months my sports bar would fail.

QuikTrip's institutionalized example of predatory pricing: "qtrewards" whereby they reward customers of their core services (convenience store and fueling station) with discounted car washing services.

4. Conclusion and Requested Action

For the reasons stated above—procedural errors, noncompliance with conditional use standards, design deficiencies, and failure to achieve true water efficiency—the Planning Commission's approval of Project 1800993 should be reversed under UDO 146-5.3.11 (B) In the alternative, the City Council should remand the matter to the Planning and Zoning Commission for further review, requiring:

- A properly noticed First Review Neighborhood Meeting,
- A full water-use analysis including RO reject volume, and
- Revised site elevations compliant with Aurora's four-sided architectural standards.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner, ebaratta@gleamcarwash.com, 720-346-4113

SUPPLEMENTAL ARGUMENT – INTERPRETATION OF "ADJACENT"

Filed in support of: Appeal of Conditional Use Approval – Project No. 1800993 ("Bubble Bath Car Wash / Station 60")

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

1. Introduction

The term "adjacent" as used in Aurora's Municipal Code and in planning practice should not be narrowly interpreted to require that two properties share a common boundary line. In land use and statutory interpretation, "adjacent" commonly means nearby, neighboring, or in close proximity—not necessarily contiguous. This interpretation is consistent with both dictionary definitions and legal precedent across Colorado.

2. Common Dictionary Definitions

- Merriam-Webster defines "adjacent" as "not distant: nearby."
- Black's Law Dictionary (11th ed.) defines "adjacent" as "lying near or close to; neighboring but not necessarily touching."
- The Oxford English Dictionary defines "adjacent" as "next to or very near; adjoining or contiguous."

Each of these authorities recognizes proximity—not physical contact—as the operative principle.

3. Colorado and Planning Usage

In Colorado, both courts and local governments interpret "adjacent" broadly when it appears in land use, zoning, and notice provisions. Similar municipal provisions require notice to "owners of property adjacent to or within a certain distance of the property affected." This distinction demonstrates that the term "adjacent" refers to nearby properties that could be affected, not just those with common boundaries.

The Colorado Court of Appeals has likewise found that proximity and the potential for impact—rather than shared property lines—determine whether a property owner has standing to appeal a land use decision.

Moreover, the City of Aurora's own notification practices support this interpretation: public hearing notices regularly include property owners within 1,000 feet of a proposed development as "adjacent" or "affected." Since the site at issue is a greenfield site, it's reasonable to extend the 1,000 feet to include impacted residents and businesses, all of which are located further away from the site than they would be in a mature, fully developed neighborhood or shopping district.

4. Policy Considerations

A narrow interpretation of "adjacent" as requiring physical contact would contradict the purpose of Aurora's public notice and appeal provisions, which ensure that individuals and businesses directly affected by a proposed use have an opportunity to be heard. Gleam Car Wash is located within the immediate vicinity of the proposed Bubble Bath Car Wash and is directly impacted by its operations—sharing the same traffic corridor, customer base, and water and wastewater infrastructure.

Even without a common property line, Gleam Car Wash is functionally adjacent under any reasonable interpretation of the term.

5. Impossible Condition

In addition to the four previous arguments, this unique fact pattern also supports the Impossible Condition argument, the premise of which is to provide legal direction when present circumstances are not anticipated by existing law or code. Because this property is a greenfield, and the only property owner who shares a property line is the Applicant, QuikTrip, and that applicant is not going to appeal the Planning Commission's vote, the City must be forced to keep to the spirit of the law and allow concerned and impacted nearby property owners to appeal the Commission's procedurally flawed action.

6. Conclusion

The term "adjacent" should be interpreted to include properties that are nearby, within the area of direct influence, or subject to the impacts of a proposed conditional use. To hold otherwise would defeat the purpose of public notice, limit legitimate participation, and conflict with both plain-language and planning-based interpretations recognized in Colorado and in the Aurora Municipal Code.

Accordingly, for purposes of standing and participation in this appeal, Gleam Car Wash qualifies as an adjacent business within the meaning and intent of Aurora Municipal Code §146-5.3.11.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner

ebaratta@gleamcarwash.com

720-346-4113

October 27, 2025

Aurora City Council
Aurora Water Engineering Division
City of Aurora, Colorado

Subject: Water Use and Reclamation Efficiency at the Proposed Bubble Bath Car Wash

Dear Council Members and Aurora Water Staff,

I am writing to provide additional technical perspective regarding the proposed "Bubble Bath" car wash associated with the QuikTrip Station 60 development. While Aurora Water appropriately requires that conveyor car washes reclaim at least 75% of their water use, this standard is frequently misunderstood in practice. The issue is not whether reclaim systems exist, but how effectively reclaimed water is deployed and how total site water efficiency is measured.

All modern conveyor car washes—including Bubble Bath—capture nearly 100% of tunnel runoff through reclaim pits. The question is how much of that water is truly reused in the wash process, and how efficiently it is managed relative to fresh water inputs and reverse osmosis (RO) waste.

The proposed Bubble Bath car wash design includes a relatively small reclaim system rated at approximately 100–120 gallons per minute (GPM) and notably lacks sand filtration. The system uses two to three high-pressure pumps, each capable of pumping up to 35 GPM, which means it will operate at or near maximum hydraulic capacity. Although reclaim water can be reused for brush lubrication and certain low-pressure wash functions, overall performance depends on operator settings, water chemistry, and equipment calibration.

When car washes report using "14–17 gallons per car," that figure generally reflects freshwater use only, measured during "gate time" — the active period that chemical and rinse applications are applied to each vehicle. In modern systems, chemical distribution panels control this flow. Each panel typically serves multiple applicators, using between 5–10 GPM per board, with most new tunnels using two such panels. Similarly, rinse bars range from single-hole configurations (2–4 GPM) to double-hole versions (4–7 GPM), further affecting total water use.

Even when a reclaim system performs optimally, the "75% reuse" calculation is often limited to tunnel recirculation. For example, a wash may use approximately:
- 14 gallons of fresh water for chemical dilution,
- 6 gallons of fresh water for rinsing, and

- 105 gallons of recycled reclaim water.

On paper, that equates to roughly 80% reclaimed use, satisfying code requirements. However, this figure does not account for one of the most water-intensive components of the operation — the reverse osmosis (RO) system used for spot-free rinse.

The Bubble Bath car wash design includes a 500-gallon RO unit intended to produce low-mineral "spot-free" water. Given Aurora's incoming water hardness of 11–14 grains, this system will generate approximately 400 gallons of reject (waste) water for every 200 gallons of usable RO product water. This reject stream, containing all the dissolved solids removed from the feed, is not reclaimed or reused, but discharged to the sanitary system.

When RO reject is included in the total site water balance, the effective recovery rate drops well below 75%. The result is a facility that appears compliant by design but in practice consumes substantially more potable water than its reported efficiency suggests.

As Aurora continues to strengthen its water conservation policies, it is important that new developments—particularly high-volume water users like car washes—be evaluated based on true total-site water efficiency, not just theoretical reclaim performance. In this instance, the design and configuration of the proposed Bubble Bath Car Wash raise serious concerns regarding actual water use, operational sustainability, and long-term compliance with the spirit of Aurora's water management goals.

Thank you for your attention to this matter and for your ongoing commitment to responsible water stewardship. I would welcome the opportunity to discuss these findings further with Aurora Water staff or any interested Council member.

Respectfully submitted,

Elijah Williams

Monday, November 17, 2025 at 9:51:24 AM Mountain Standard Time

Subject: RE: Formal Appeal with Standing Re Project No. 1800993, QuikTrip's Bubble Bath Car Wash
Date: Tuesday, November 4, 2025 at 4:28:42 PM Mountain Standard Time
From: Batchelor, Jason
To: Emilie Baratta
CC: Schulte, Peter, Wade, Natasha, McClelland, Lena, Bajorek, Jack, Rustad, Jeannine, Gubrud, Stephen
Attachments: image004.png, image005.png, image006.png, image007.png, image008.png, image009.png

Dear Ms. Baratta,

Thank you for submitting your appeal on Site Plan and Condition Use, DA-2274-07. Per UDO Section 146-5.3.13.A.1 a direct appeal may only be entertained if the appellant is either:

a.) An affected applicant/agent of the subject Development Application; or
b.) The owner of a property that is adjacent to the property that was the subject of the application.

UDO Section 146-6.2.A defines an adjacent property as: "Adjacent. Lots, parcels, or rights-of-way are adjacent to each other when that share all or part of a common lot line or are separated from each other only by a public street, water body, or public land."

As shown on the map below, your property does not qualify as "adjacent" under the code, and therefore your appeal is not valid.



Regarding your question on City Council call-up, pursuant to UDO 146-5.3.1 any member of City Council can call up the CUP for consideration via a motion. If the motion passes, the application shall be brought before the City Council as soon as possible. It can only be called up prior to the effective date of the decision. For this decision, the deadline for call up is November 17.

We thank you for your interest in this matter. Please feel free to reach out to our Planning Director, Jeannine Rustad (jrustad@auroragov.org, 303.739.7260) with any questions.

Respectfully,

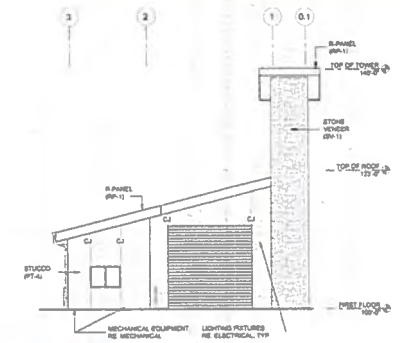
Jason Batchelor
City Manager | City of Aurora
office 303.739.7010

THE CORE 4! Integrity · Customer Service Respect · Professionalism

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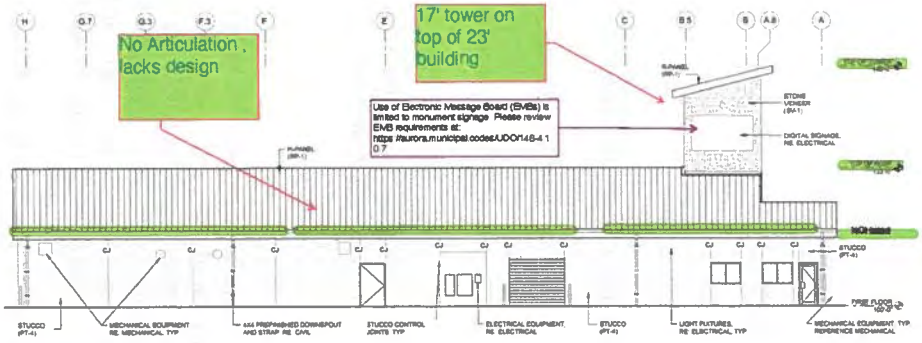
From: Emilie Baratta <ebaratta@gleamcarwash.com>
Sent: Monday, November 3, 2025 3:43 PM
To: Batchelor, Jason <jbatchel@auroragov.org>
Cc: Schulte, Peter <pschulte@auroragov.org>; Wade, Natasha <nwade@auroragov.org>; McClelland, Lena <LMcClell@auroragov.org>; Bajorek, Jack <jbajorek@auroragov.org>; Rustad, Jeannine <jrustad@auroragov.org>; Gubrud, Stephen <sgubrud@auroragov.org>

Design non-conformance since 2nd submission



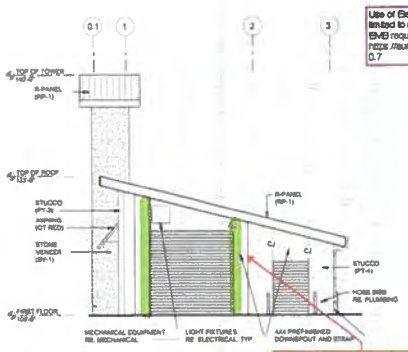
ENTRANCE ELEVATION

South - Front



REAR ELEVATION

East

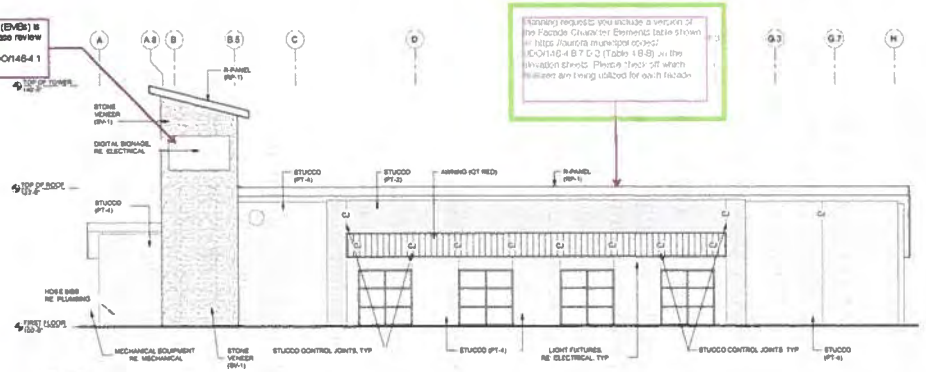


EXIT ELEVATION

North

Rear

Generic articulation. No change in material or color



FRONT ELEVATION

West

MATERIAL LEGEND

(BP-1) B-PANEL
(SV-1) STONE VENEER
(PT-4) STUCCO
(PT-3) STUCCO

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJC
DATE: 06/03/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn

PROJECT NO.
096588060

SHEET
08

K:\DDS_Civil\096588060_BubbleBath - Aurora (81405)\C400\PlanSheets\Site Plan\096588060_SP_EL.dwg Lundberg, Andrew 6/25/2025 11:44 AM

Second Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Open Space and Landscaping Requirements.
- Implementation of Horizontal Articulation on Building Elevations.
- Resolution of Sight Triangle Issues.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. One external referral comment was received from Xcel Energy. You can find the comment letter attached following the city review comments.

2. General Planning Comments

Cover Sheet

2A. As a reminder, an operations plan for this location will be required to better understand daily site operations. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

3. Streets and Pedestrian Comments

3A. Applicant has indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify for this unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We will be glad to show you some other recent car wash examples with this space included.

3B. Please include a sidewalk section for Colfax Avenue along the length of the lot frontage.

4. Parking Comments

4A. All previous comments have been addressed, no further comments at this time.

5. Architecture and Urban Design Comments

5A. Repeat comment: UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. Please provide a color/material board (hard copy or electronic) for this development as well.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

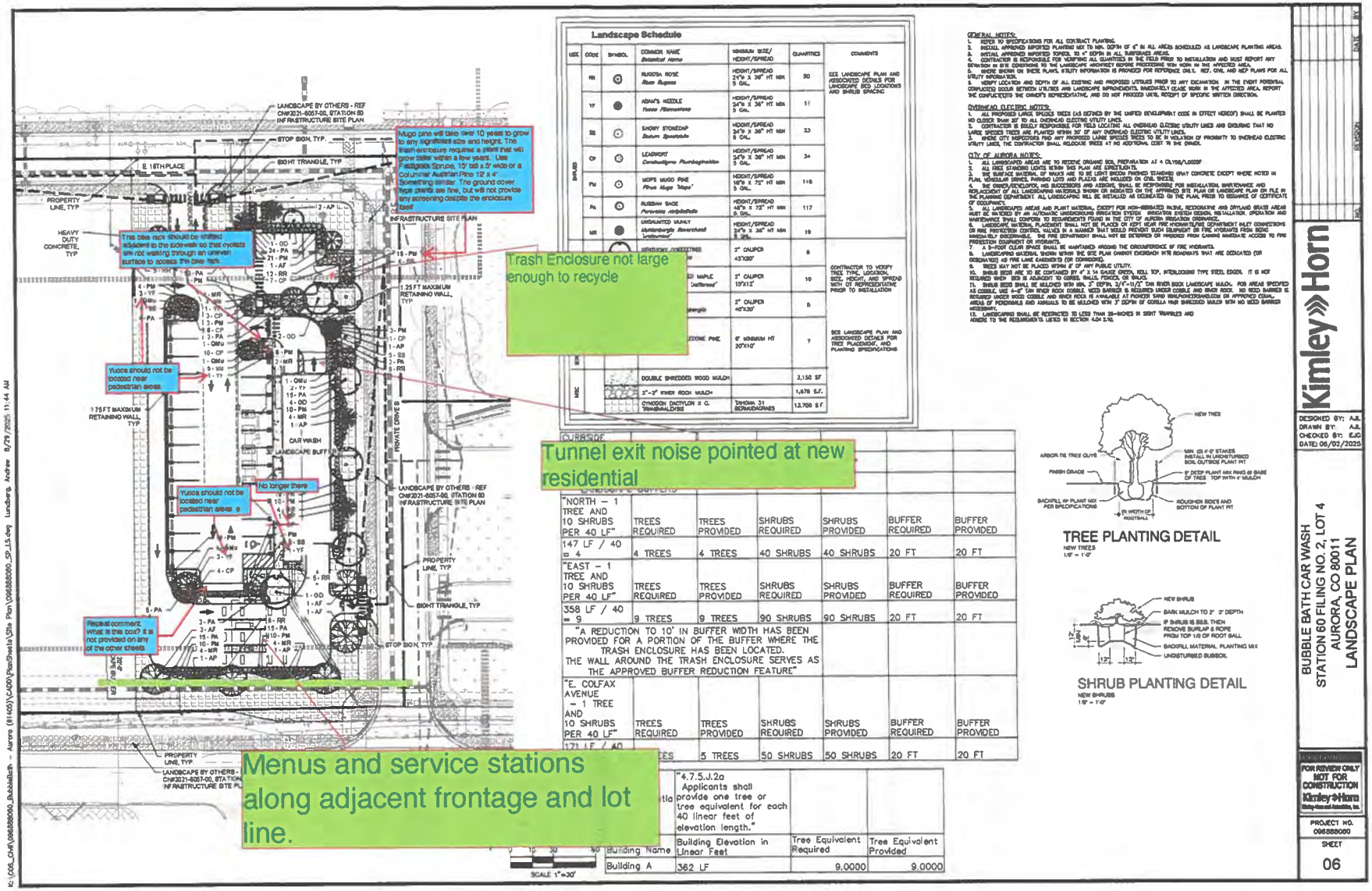
Sheet 7

6A. It looks like a change occurred with the base file. Adjust landscaping accordingly.

6B. Text mask this text.

6C. Provide the correct building perimeter landscape table. The previous submission provided a table that was for a residential use. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative. It appears this requirement is being met, but just needs to be documented.

6D. Add a legend to this sheet that identifies the symbols being used for the plant material i.e. shrub, evergreen



"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000

4.6.7. DRIVE-THROUGH STACKING AREAS.

The following standards apply to properties with a drive-through facility:

A. *Number of Required Stacking Spaces.* Vehicle stacking spaces shall be provided in accordance with Table 4.6-7, below. Required stacking distances shall be measured from the flow line to the first parking stall or aisle. The required stacking distance for the site may be distributed between accesses serving the site, when a minimum stacking distance of 20 feet is provided at all access points.

Table 4.6-7
Required Drive-Through Stacking Spaces

Drive-Through Activity	Minimum Required Stacking Spaces (per lane)	Measured from Flow Line To
Bank, Financial Institution, or Automated Teller Machine (ATM)	3	Teller window
Restaurant	7, of which at least 4 must be located before the ordering station	Pick-up window
Motor Vehicle Wash (Full Service)	3	Outside of washing bay
Motor Vehicle Wash (Self Service or Automated)	1	Outside of washing bay
Other	Determined by the Planning Director based on anticipated demand	

B. *Size and Location.*

1. Vehicle stacking spaces shall be a minimum of 8.5 feet in width and 19 feet in length.

2. Required vehicle stacking spaces shall not interfere with access to parking spaces. They may be located anywhere on the site provided that multi-modal traffic impacts on- and off-site are minimized and the location does not create negative impacts on adjacent properties due to noise, light, or other factors.

3. Electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall not be audible beyond the property line with any adjacent Residential district.

4. Customers in vehicles shall only be served through service windows or order stations located on the rear of the building or on a side of the building not adjacent to a street frontage.

5. In the MU-TOD Edge subdistrict and the MU-OA-G subdistrict, no drive-through lane or vehicle stacking area may extend between the front of the building and the front lot line.

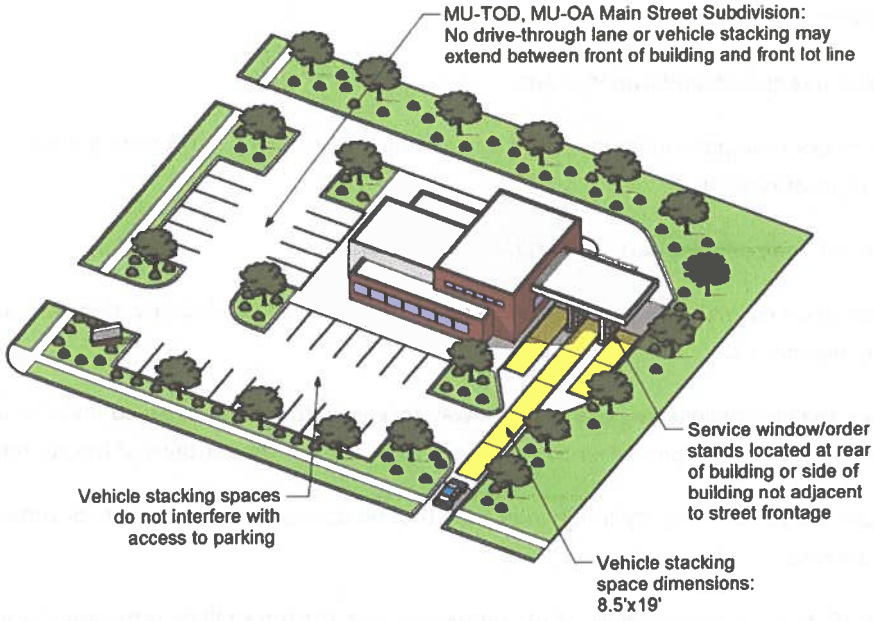


Figure 4.6-5: Drive-Through Stacking Areas

6. Drive-up or drive-through accessory facilities shall be designed to meet all applicable standards in Sections 146-3.3.6.E (Drive-Up or Drive-Through Facility) and 146-4.4 (Neighborhood Protection Standards). (Ord. No. 2019-49 § 1, 08-19-2019)

The Aurora Unified Development Ordinance is current through Ordinance 2025-68, passed August 25, 2025.

Disclaimer: The city clerk's office has the official version of the Aurora Unified Development Ordinance. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.auroragov.org

Hosted by General Code.

d. In a driveway, sidewalk, or other pedestrian circulation area;

e. Within five feet of any fire hydrant;

f. Within any fire lane;

g. Within required landscaped areas;

h. In whole or in part upon any portion of a public-right-of-way or projecting onto or over any part of a public right-of-way; or

i. On an undeveloped parcel of land.

8. Each donation collection bin shall be serviced and emptied as needed or within 24 hours of a request by the property owner or city.

9. Each bin shall be enclosed by use of a one-way receiving door and locked so that the contents of the bin may not be accessed by anyone other than those responsible for the retrieval of the contents.

10. Each bin shall clearly display a sign indicating that no donated items, garbage or other debris is to be left outside of the bin.

11. Within 10 days after completion of the temporary use, the bin shall be removed, the site shall be cleaned, all evidence of its use removed, and left in a condition that minimizes adverse impacts to the site itself and to surrounding properties.

E. *Drive-Up or Drive-Through Facility.*

1. Drive-up or drive-through facilities are limited to the following uses: restaurant, grocery, bank, pharmacy, and coffee and/or bakery shops.

2. No liquor or marijuana sales shall occur through a drive-up or drive-through window.

3. In the MU-TOD zone district:

a. A drive-up or drive-through accessory facility for a grocery store or bank may be a permitted use in the Nine Mile or City Center Station Area only. No other drive-up or drive-through facilities are permitted in the MU-TOD district.

b. The drive-up or drive-through lane may not pass between the front façade of the primary structure and the front lot line.

4. In the MU-OA zone district:

Drive-up or drive-through windows and aisles shall be located on the rear of primary structures, or a side of the structure not adjacent to a public street, to minimize their visibility from public streets and to minimize interference with pedestrian access from sidewalk to the entrances of the primary building.

Figure 3.3-2: Drive-up or Drive-through on Side of Structure

6. *Additional standards.*

a. No drive-up or drive-through accessory facility shall be permitted that is designed or constructed to serve the passenger side of the vehicle.

b. Drive-up and drive-through accessory facilities shall be designed and located to avoid impairing pedestrian mobility or creating risks to pedestrian safety.

c. Drive-up and drive-through accessory facilities shall be designed so that menu boards, order boards, and service windows are not located on any side of the primary structure abutting a Residential zone district or a residential use.

d. Drive-up or drive-through accessory facilities shall be designed to meet all applicable standards in Sections 146-4.4 (Neighborhood Protection Standards) and 146-4.6.7 (Drive-Through Stacking Areas).

F. *Dwelling, Short-term Rental.* The operator of this use shall have a valid Aurora business license.

G. *Dwelling Unit, Detached Accessory.*

1. *Generally.*

a. Accessory dwelling units are permitted only on lots served by an alley.

b. Accessory dwelling units are permitted only on lot containing, and must be accessory to, one single-family dwelling.

c. Only one accessory dwelling unit is permitted per single-family detached dwelling.

d. Each accessory dwelling unit must be detached from the primary dwelling; attached accessory dwelling units are not permitted.

e. Accessory dwelling units are permitted only on lots, or combinations of two or more contiguous lots, with a size greater than 6,000 square feet.

f. [RESERVED]

g. At least 360 square feet of usable private common space must be provided for the accessory dwelling unit, and each dimension of the private common space measuring at least 10 feet.

h. The maximum size of an accessory dwelling unit is 650 square feet.

i. The accessory dwelling shall not exceed the height of the principal dwelling or 24 feet.

j. The building architecture and materials shall be complementary to the principal dwelling and the façade cannot be constructed of metal.

Drive-up or drive-through facilities shall be located to the side or rear of the primary building and not between any façade of a primary building and any street.

City of Aurora
Planning and Zoning Commission Case Report

Project Title: Bubble Bath Car Wash at Station 60 – Conditional Use and Site Plan
Date: October 22, 2025
Development Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01
Case Manager: Stephen Gubrud
Applicant: Evergreen Devco, Inc.
General Location: Northeast corner of E. Colfax Avenue and Norfolk Street
Ward: II

Project Summary:

The applicant's agent Kimley-Horn and Associates, Inc., on behalf of the applicant Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru car wash facility on an approximately 1.69-acre parcel of land situated east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in PA-3 within the Station 60 Master Plan area and is planned for commercial uses. Existing surrounding development includes a QuikTrip automobile fueling station to the east and an affordable multi-family community to the north. The future site of the Aurora Center for Health Wealth and Well-Being is located to the south across Colfax Avenue. The approximately 3.32-acre remainder of PA-3 to the west will remain vacant and is designated for future commercial pad development. There is currently an active Development Application proposal for another site in the area for a hotel.

The proposed project will consist of an approximately 4,302-square-foot, standalone car wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, largely fronting onto a private drive which provides midblock access to the Station 60 development from E. Colfax Avenue. The vacuum motors are located at the south end of the site, away from the residential uses to the north, and are fully enclosed. Public improvements to this site include the development of a detached sidewalk along the site's Colfax Avenue frontage with ADA connections leading to the building entrance.

The Bubble Bath Car Wash's business operations plan indicates that the business plans to be open for 12 hours each day from 8:00 AM-8:00 PM. The business would have 2 shifts per day with 3-5 employees on site per shift.

Applicant's Request:

Approval of Site Plan and Conditional Use

Neighborhood Comments:

Five adjacent property owners and 14 registered neighborhood organizations were notified of the application. Following noticing the property for this Planning and Zoning Commission hearing, three (3) public comment letters were received from the owners of nearby businesses, including Gleam Carwash, expressing their opposition to the proposal. Their comments indicate that there is an oversaturation of competing uses in the area, with approximately three (3) other Motor Vehicle Wash uses within a half mile. The commenter also raised questions about water use implications and if water conservation techniques are being implemented with the proposal. Please find the comment letter attached as Exhibit D.

Major Issues Discussed During Development Review:

- Architecture and Four-Sided Building Design
- Landscaping and Screening of Vehicular Queue
- Building Orientation and Site Amenities

Results of Development Review:

Architecture and Four-Sided Building Design. Early in the development review process for this application, architecture was identified as a critical element for meeting the conditional use criteria, due to its high visibility along E. Colfax Avenue. After discussions and modifications, the proposed building implements methods of horizontal articulation, including changes in materials and roof form, to break up the longer facades and provide a level of visual interest. On the east-facing (primary) façade, architectural elements have been included, such as increased glazing and the use of an awning. Masonry will be visible on all elevations, and the building will feature a tower structure clad entirely in stacked stone.

Landscaping and Screening of Vehicular Queue. The applicant worked with staff to find solutions on how to landscape the site to accommodate this automobile-oriented use adequately. As the subject parcel is surrounded on three sides by ROW, a well-integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of dock doors when not in operation. Special attention was placed on the landscape buffer along the southern edge of the site, which fronts onto E. Colfax Avenue. In this area, a robust planting of shrubs and use of trees such as the Colorado Bristlecone Pine will be used to maintain an appealing and natural on-street ambience.

Building Orientation and Site Amenities. Buildings within the MU-C zone district are required to front onto a public or private street built to City of Aurora Roadway Manual specifications. The proposal achieves this by fronting onto the private road located along the site's eastern edge. This will help to create visual engagement for those exiting the adjacent automobile fueling station located across the private drive. Furthermore, the applicant has worked with staff to include a pedestrian patio area, which will feature amenities such as seating and trash receptacles, allowing employees or customers an area to sit and take a break as necessary. Bicycle parking has also been included as required by City Code.

Summary of Staff Recommendation:

Approval of the Conditional Use and Site Plan with one condition.

Detailed Case Analysis

Public Notification:

Legal Notice appeared in the Aurora Sentinel on October 9, 2025. The applicant has submitted a certificate of mailing and public hearing notices to adjacent property owners and registered neighborhood groups and provided proof of the posting of the public hearing notice sign on the site.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the site: Cottage Grove HOA, Laredo/Highline, Laredo Landing, Norfolk Glen, Sable Altura Chambers Neighborhood, Woodshire East Mobile Home Community, Clean, Chambers Heights Neighborhood Association, Vista Peak Community Garden, Kirkegaard Acres, Private Warehouses at Buckley Condominium Association, Inc., Kirkegaard Acres Neighborhood Association, and 'Fax Aurora, Path2Light Award Ceremony for Aurora Refugee Youth.

Conformance with Code Criteria:

1. **Conditional Use Approval Criteria**

Conditional Use approval criteria are found in Section 146-5.4.3.A.3 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The application is consistent with the Comprehensive Plan;*
3. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed Use are compatible with existing and planned uses in the surrounding area;*
4. *The proposed use will not change the predominant character of the surrounding area;*
5. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
6. *The application demonstrates that the proposed use 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; and*
7. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Conditional Use Criteria for Approval for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods;
- The size, scale, height, density, traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area;
- There is adequate capacity with city infrastructure to serve the proposed development;
- Adverse impacts to the surrounding area have been mitigated.

2. **Site Plan Approval Criteria**

Site Plan approval criteria are found in Section 146-5.4.3.B.2 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewaster, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Site Plan Approval Criteria as follows:

- The application complies with all applicable standards and criteria in the UDO;
- The site development utilizes and improves existing city infrastructure;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development;
- The landscaping buffers, site circulation and access design mitigates any adverse impacts to the surrounding area to the highest degree practicable; and
- The size, scale, height, density, multi-modal traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area.

Applicant Information:

Applicant: Evergreen Devco, Inc.
Owner: QuikTrip Corporation
Agent: Kimley-Horn and Associates, Inc.

Exhibits:

Exhibit A Vicinity Map
Exhibit B Letter of Introduction
Exhibit C Site Plan
Exhibit D Public Comments

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Vacant	Permitted	Motor Vehicle Wash
Parcel Size	73,818 sf (1.69 Acres)	N/A	No Change
Hard Surface Area	N/A	N/A	46,189 sf
Landscape Area	N/A	N/A	23,327 sf
Building Coverage Area	N/A	N/A	4,302 sf
Parking	N/A	15	30 (25 spaces are for vacuuming)
Total Signs	N/A	5	2
Total Sign Area	N/A	133 sf	120 sf

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Mural Apartments – Multifamily Residential
East	MU-C (Mixed-Use Corridor)	QuikTrip – Motor Vehicle Fueling Station
South	MU-C (Mixed-Use Corridor)	Vacant – Future Site of the Aurora Center for Health, Wealth, and Well-Being
West	MU-C (Mixed-Use Corridor)	Vacant – Future Commercial Development

Staff Recommendations:

Agenda Item 8c: Conditional Use for a Motor Vehicle Wash in MU-C Zone District

Approve the Conditional Use request because the proposal complies with the requirements of Code Section 146-5.4.3.A.3 of the Unified Development Ordinance, for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods;
- The size, scale, height, density, traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area;
- There is adequate capacity with city infrastructure to serve the proposed development;
- Adverse impacts to the surrounding area have been mitigated.

Agenda Item 8d: Site Plan for a Motor Vehicle Wash

Approve, with one condition, the Site Plan for a drive-thru car wash because the proposal complies with the requirements of Code Section 146-5.4.3.B.2.c.i of the Unified Development Ordinance, for the following reasons:

- The application complies with all applicable standards and criteria in the UDO;
- The site development utilizes and improves existing city infrastructure;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development;
- The landscaping buffers, site circulation and access design mitigates any adverse impacts to the surrounding area to the highest degree practicable; and
- The size, scale, height, density, multi-modal traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area.

Approval is to be subject to the following condition:

1. Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.



Planning and Business Development

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

City of Aurora, Colorado

Bubble Bath Car Wash
Site Plan and Conditional Use

Miles 0 0.045 0.09

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Case Numbers: 2024-6027-00, 2024-6027-01
Development Application: #2024-6027-07

10/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

From: LIQUE Engineers, LLC **Date:** May 8, 2024

To: Lorianne Thennes – Planning Case Manager
15151 E Alameda Pkwy
Aurora, CO 80012

City Case Number: #1783984
Internal Project Number: 176-01-04

Re: Letter of Introduction – Bubble Bath Car Wash – Station 60 Filing No. 2, Lot 4.

Project Description:

The development site is a 1.6946-acre lot legally described as Lot 4 Station 60 Filing No. 2, Block 1, at the southeast quarter of section 32, township 3 south. The site is on the northern side of E. Colfax Ave, between Norfolk St and Airport Blvd. and is currently zoned MU-C (Mixed-Use Corridor) and is part of the Station 60 Master Planned Community. A CUP application is required for the proposed use. All requirements outlined in Section 146-5.4.3.A have been met and are explained in the narrative below.

The development site will have commercial use as an automated car wash. The car wash is anticipated to be 4,302 square feet with a FAR of .0583 ≈ 5.83%. The ITE Code for an automated car wash is 948 and with the square feet needed will produce 62 total PM trips. The property will be entered from either the private driveway or the neighboring property. The entrance to the car wash will be a one lane queue with three separate pay terminals to keep traffic flowing. Before the wash tunnel, there is a bailout lane that leads to the private driveway. After leaving the wash tunnel, cars can either exit left to the vacuum parking area or exit right to leave the property. The proposed automated car wash will be run by 3-4 employees at a time and will typically be open from 8:00AM to 8:00PM. The development site will contain free vacuum enclosures, queuing lanes, multiple entry points for pedestrians, pay terminals, two bicycle rack locations, and a tower with signage.

The proposed commercial development will require a CUP application. The proposed site is in compliance with applicable standards set forth by the City of Aurora's UDO and Station 60 Master Plan. Compliance is met by abiding by and conforming to setback, parking, and access requirements as well as building façade, building placement, materials, and height.

The proposed Bubble Bath Car Wash is being developed by Evergreen Devco, Inc. The consultants for this development will include civil engineering, architectural, mechanical engineering, electrical engineering, plumbing and landscape. Contact information for the property owner/developer and project consultants will be provided on the following page.

816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

OWNER/DEVELOPER
Evergreen Devco, Inc
2390 E Camelback Rd Suite 410
Phoenix, Arizona 85016

CIVIL ENGINEER
LIQUE Engineers, LLC
816 Camaron St. Ste 110
San Antonio, Texas 78212

ARCHITECT
LIQUE Engineers, LLC
816 Camaron St., Ste 110
San Antonio, Texas 78212

LANDSCAPE ARCHITECT
CDI Landscape Architecture & Planning
4403 Black Hickory Woods
San Antonio, Texas 78249

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:

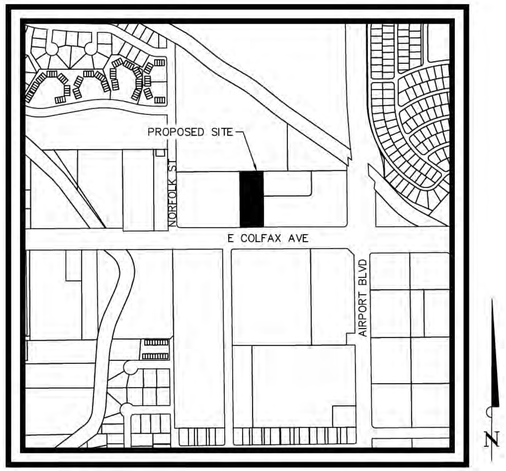
CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ___ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath – Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL; S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

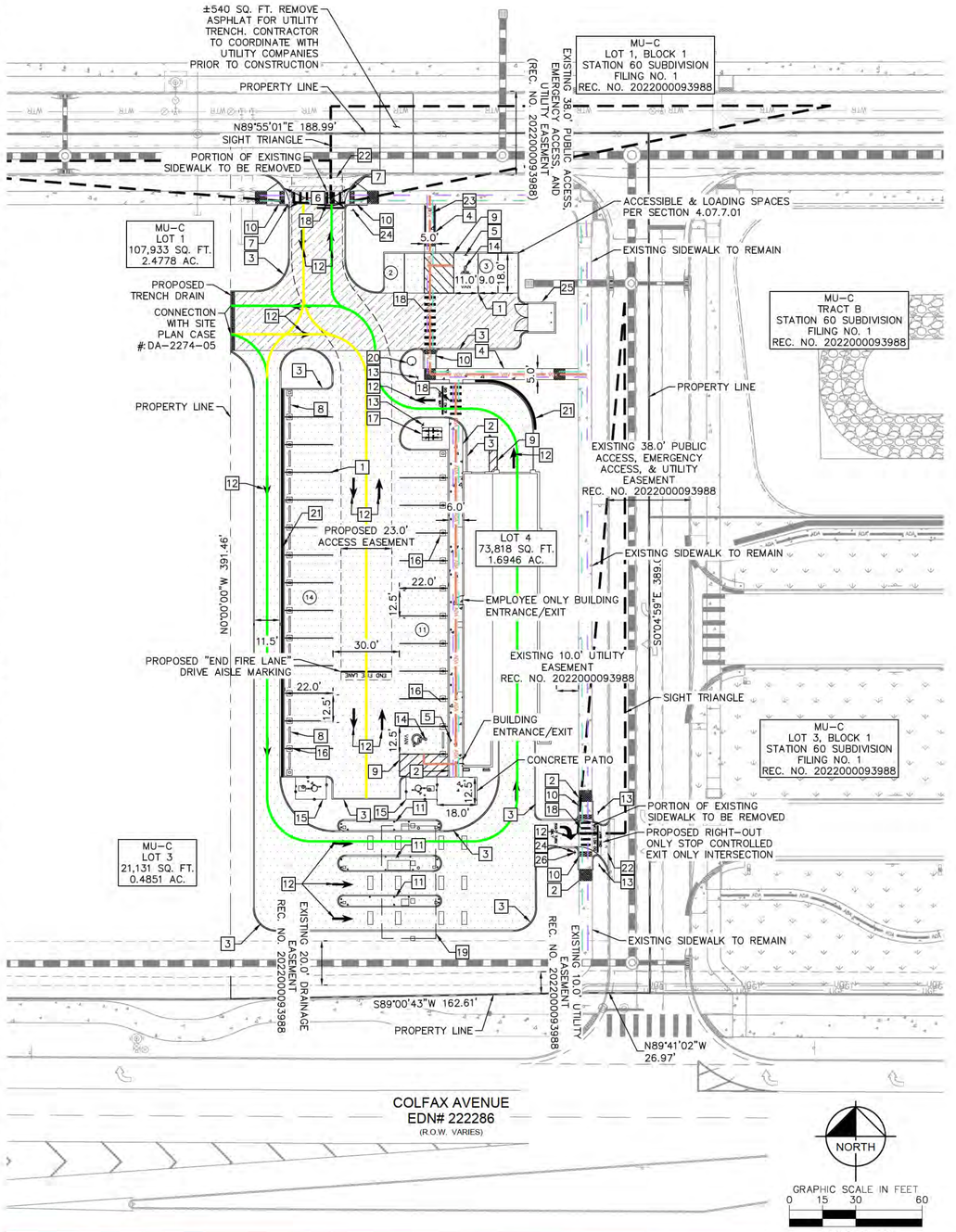
EMERGENCY INGRESS AND EGRESS:

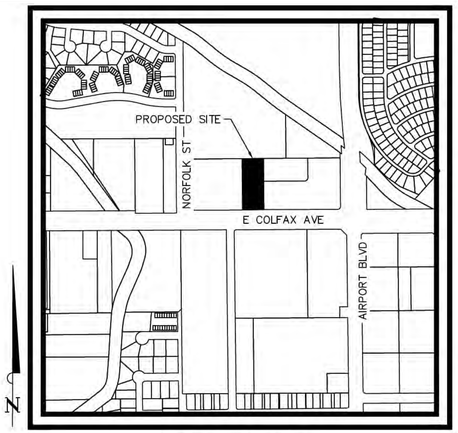
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO ABTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5 OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

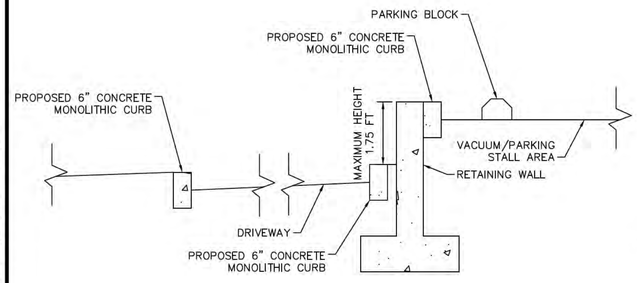
PROJECT NO. 096888060

SHEET 02

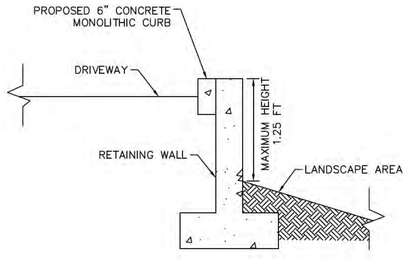
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NOTES:

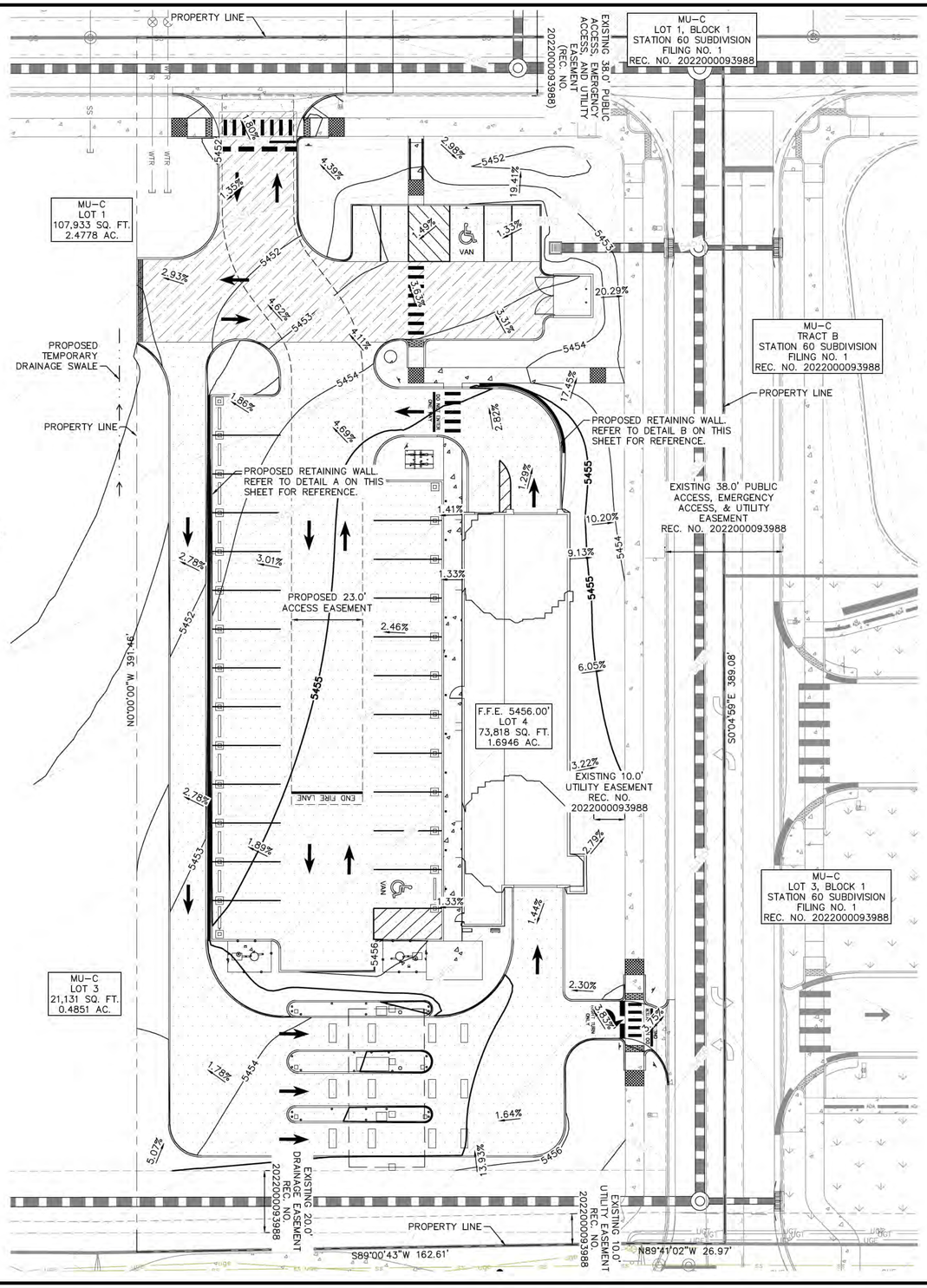
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

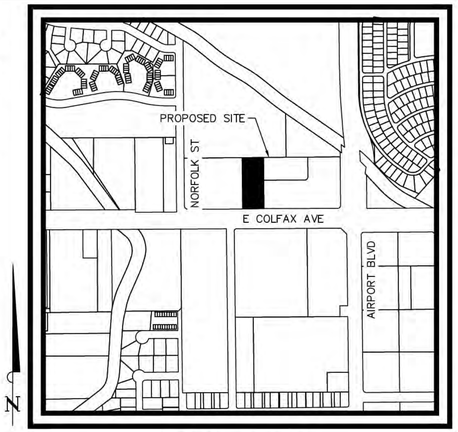


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
03

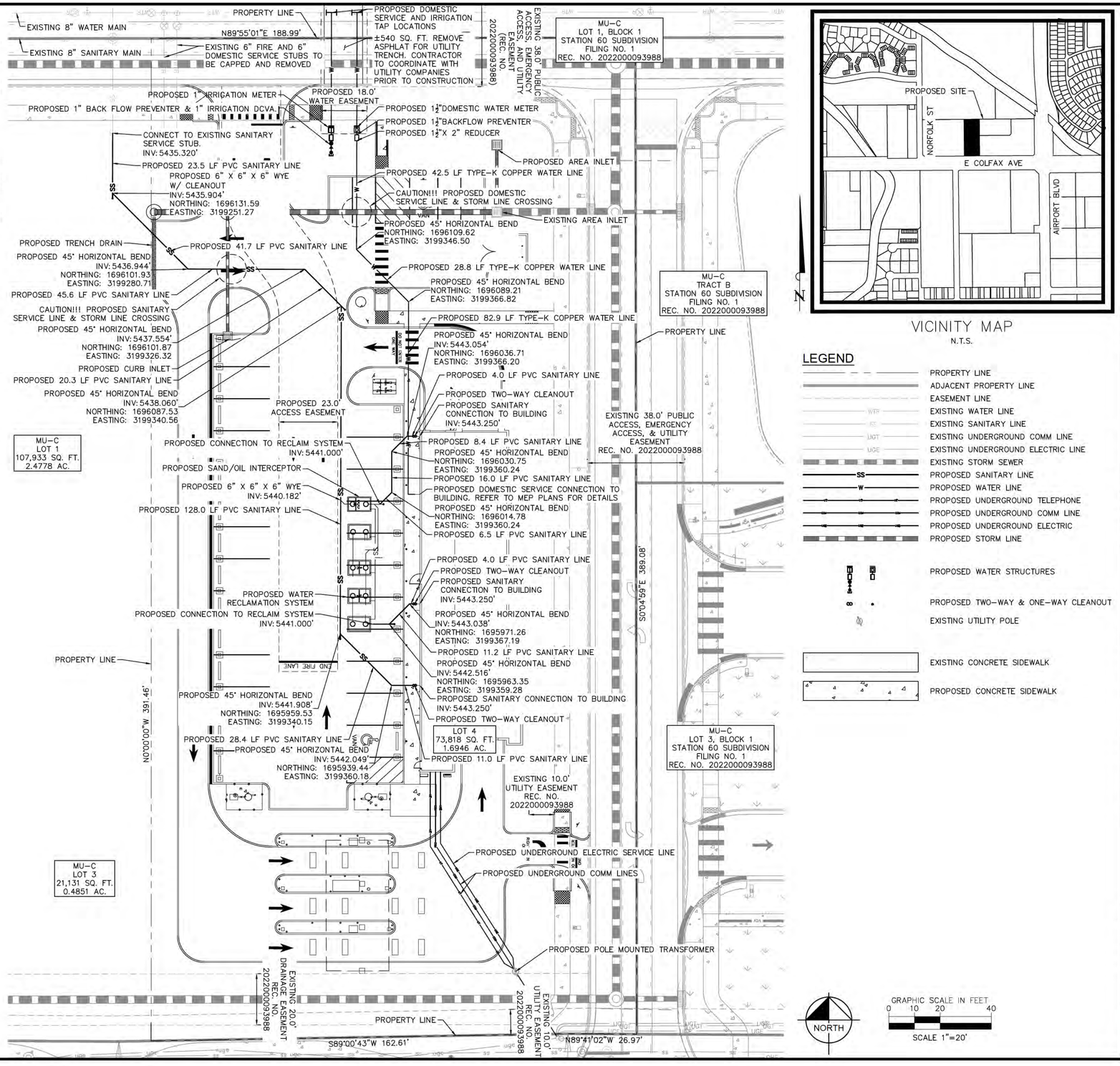
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NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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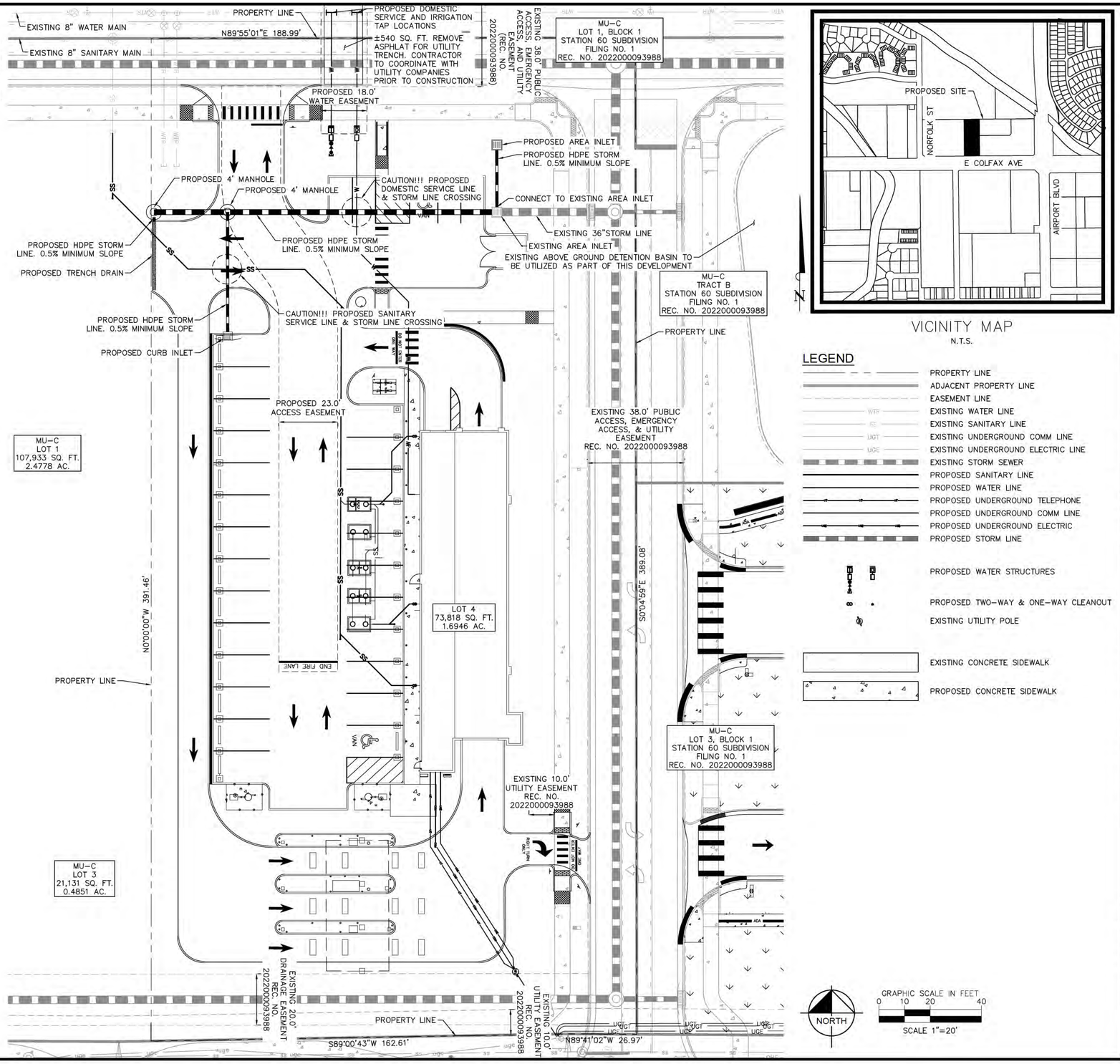
PROJECT NO.
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SHEET
04

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CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.



VICINITY MAP
N.T.S.

LEGEND

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- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

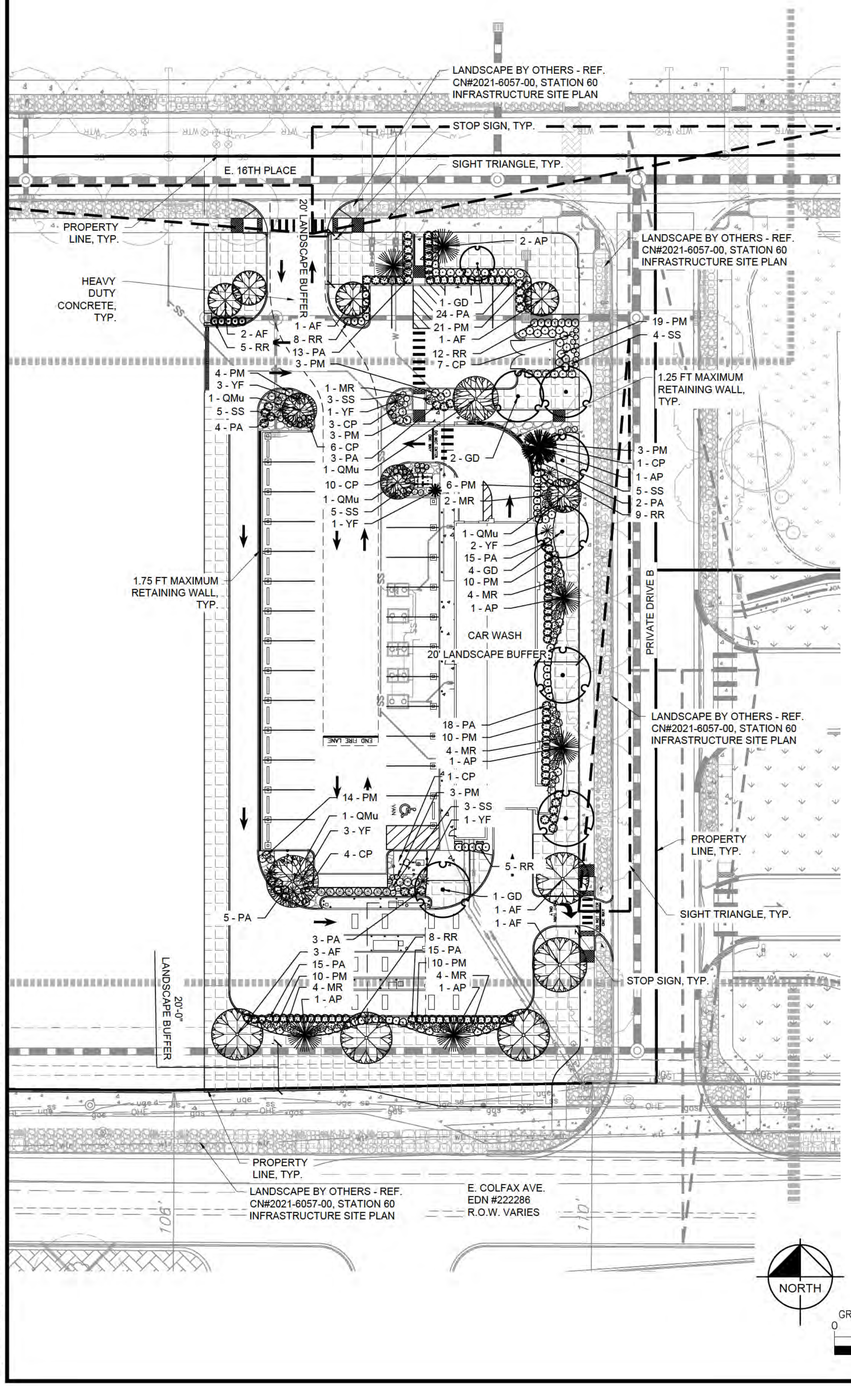
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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SHEET
05

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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemanii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"-3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

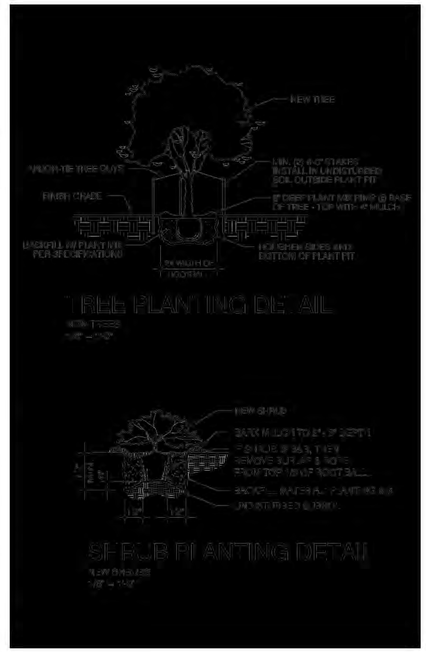
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"-1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4-8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26-INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.

CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non-residential and Mixed-use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000



Kimley»Horn

NO.	REVISION	DATE	BY

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

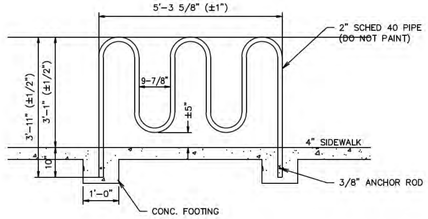
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PROJECT NO. 096888060

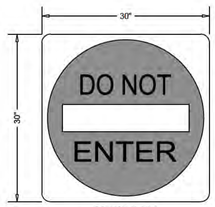
SHEET 06

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MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL	
NTS	SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA < 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

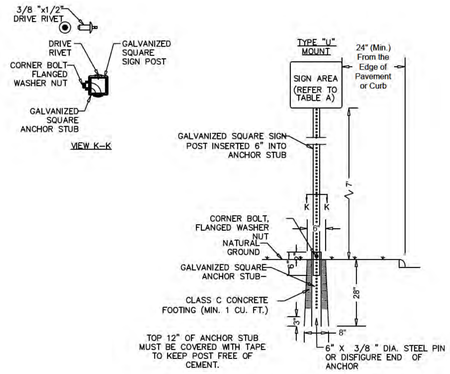
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

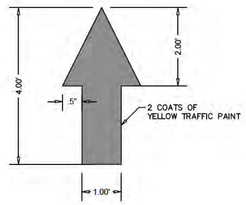
8.) ALL DETAILS ARE NOT TO SCALE.

9.) ALL DIMENSIONS ARE IN INCHES.

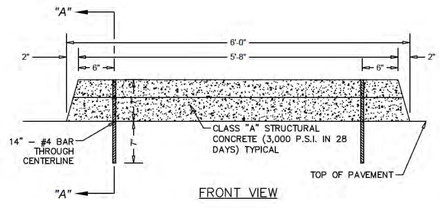
10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



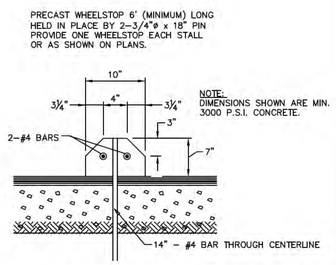
DO NOT ENTER SIGN DETAILS	
NTS	SN:



TRAFFIC MARKING DETAIL	
NTS	SN:



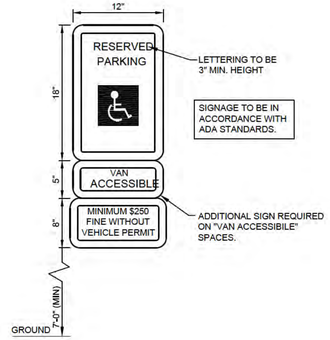
FRONT VIEW



SECTION "A-A"

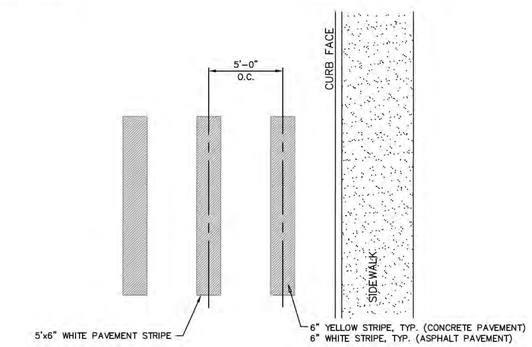
NOT-TO-SCALE

WHEELSTOP DETAIL	
NTS	SN:

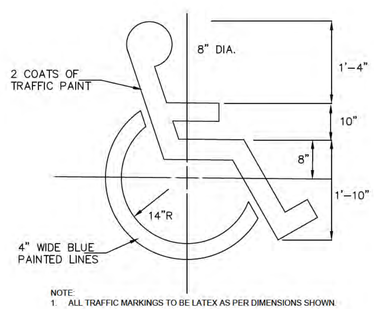


ADA SIGNAGE DETAIL

NOT TO SCALE



CROSSWALK DETAIL	
NTS	SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

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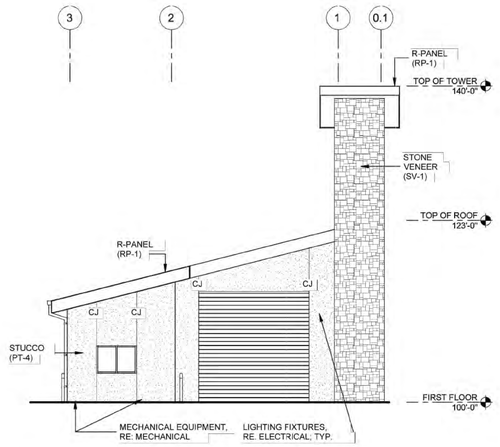
PROJECT NO.
096888060

SHEET
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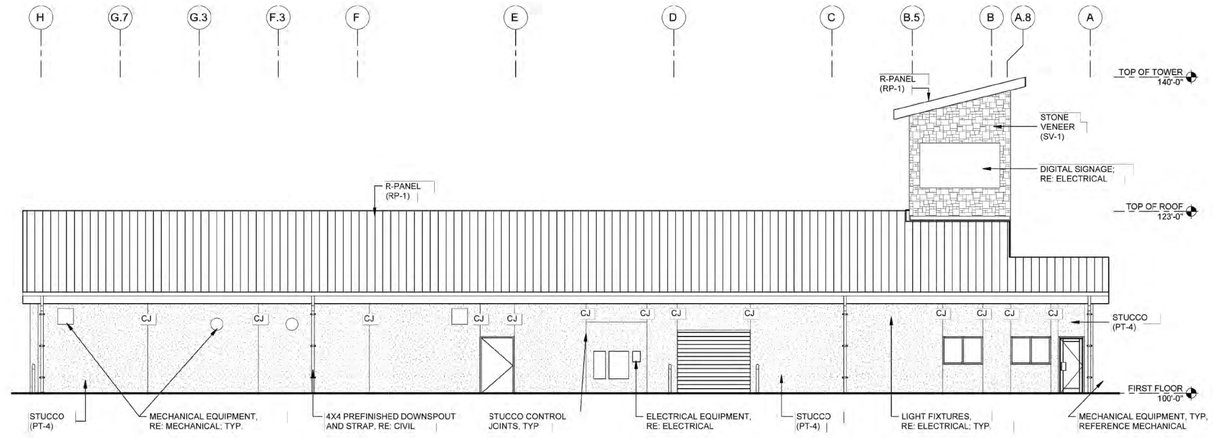
MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO



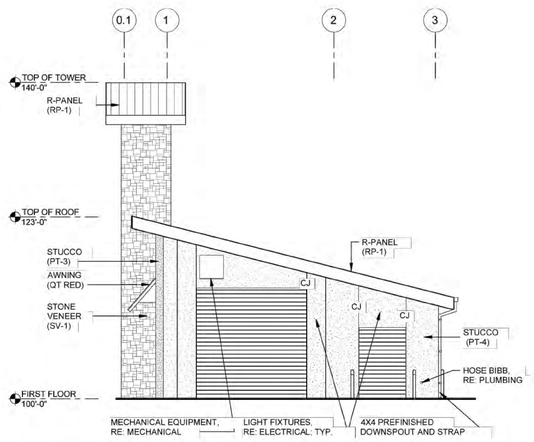
ENTRANCE ELEVATION

1/8" = 1'-0"



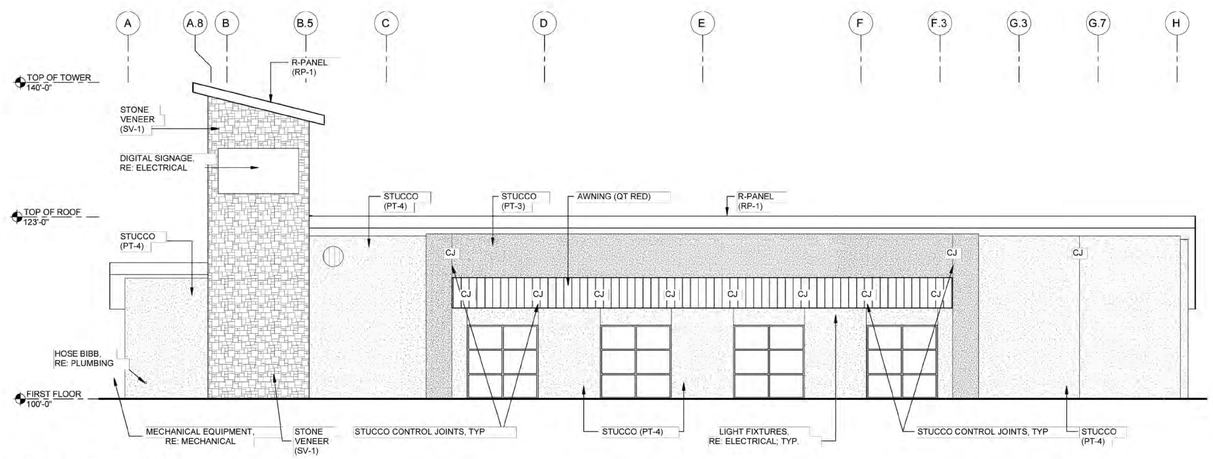
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

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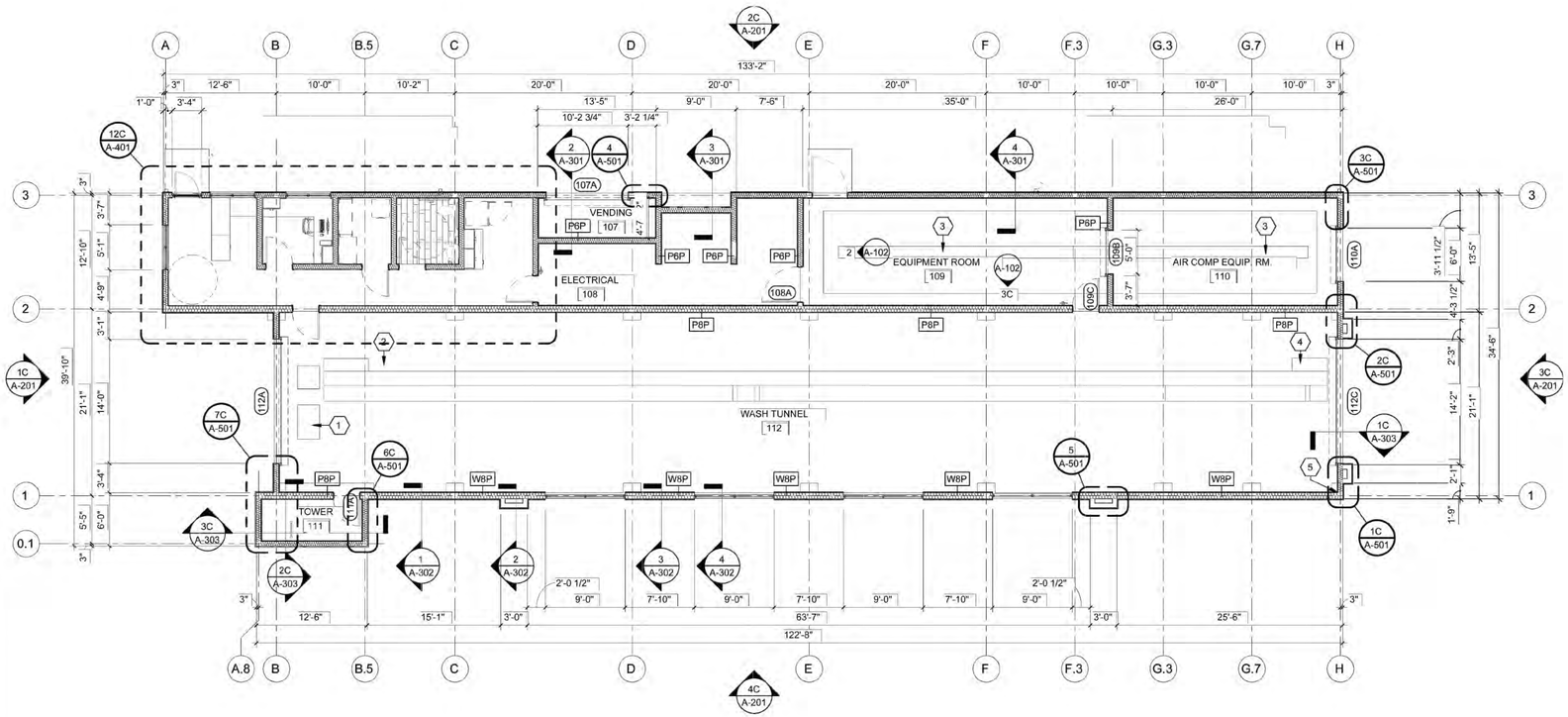
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

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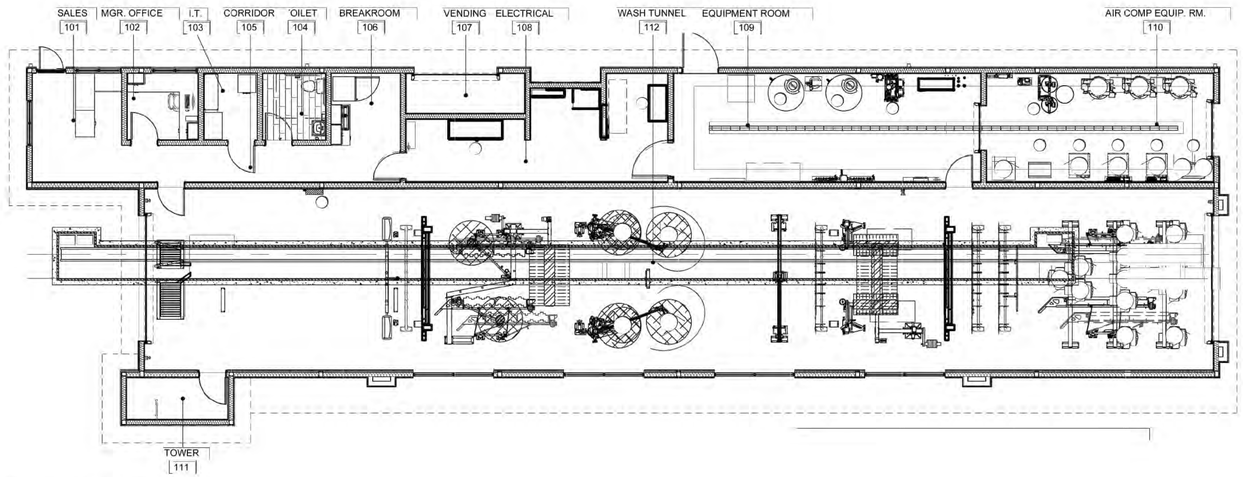
SHEET
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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 886, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME / 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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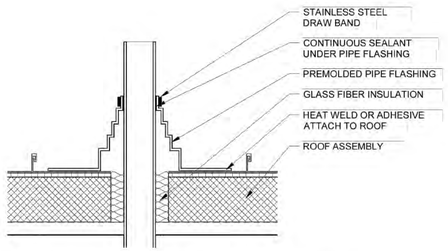
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
FLOOR PLAN

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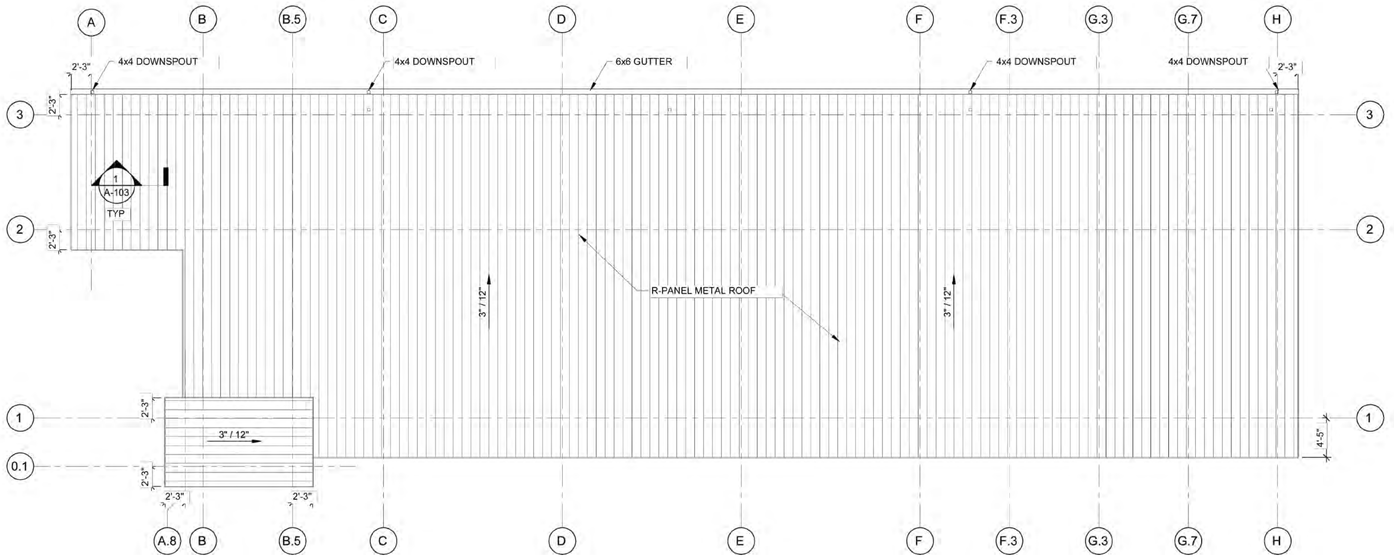
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1 TYPICAL PENETRATION DETAIL
1 1/2" = 1'-0"



ROOF PLAN
1/8" = 1'-0"

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DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
ROOF PLAN

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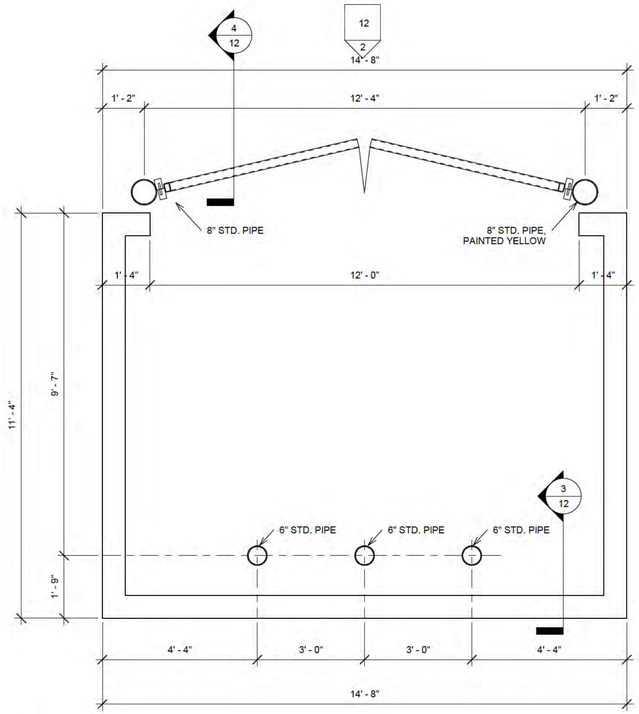
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

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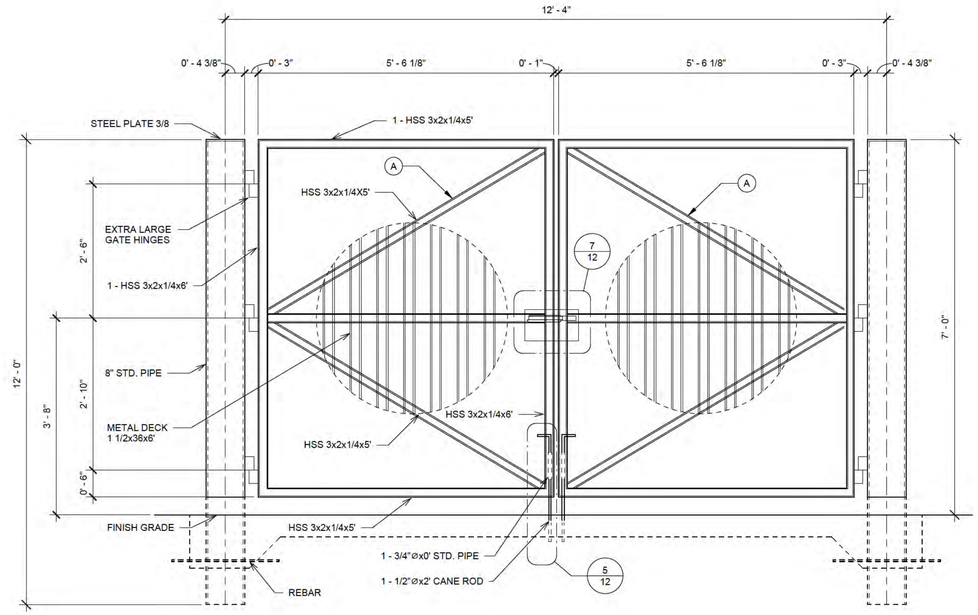
PROJECT NO.
096888060

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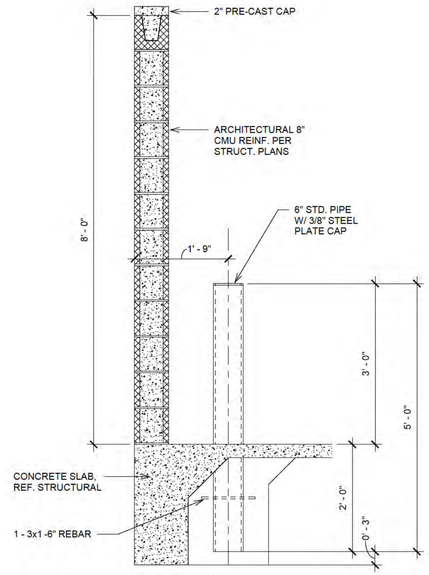
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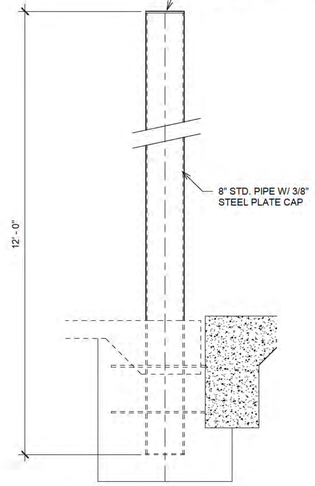
1 TRASH PLAN
1/2" = 1'-0"



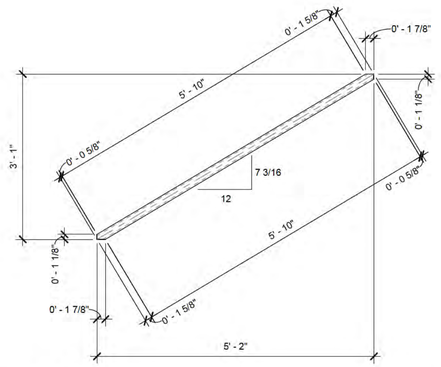
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



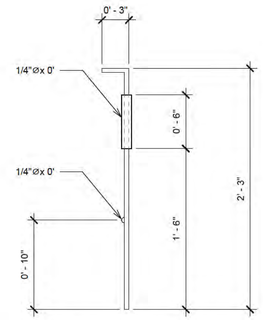
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



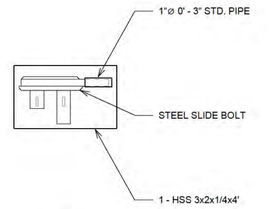
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

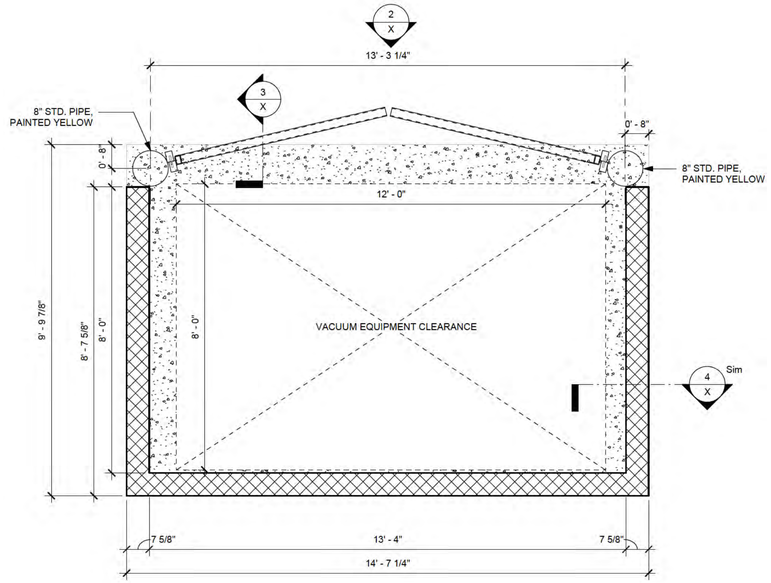
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

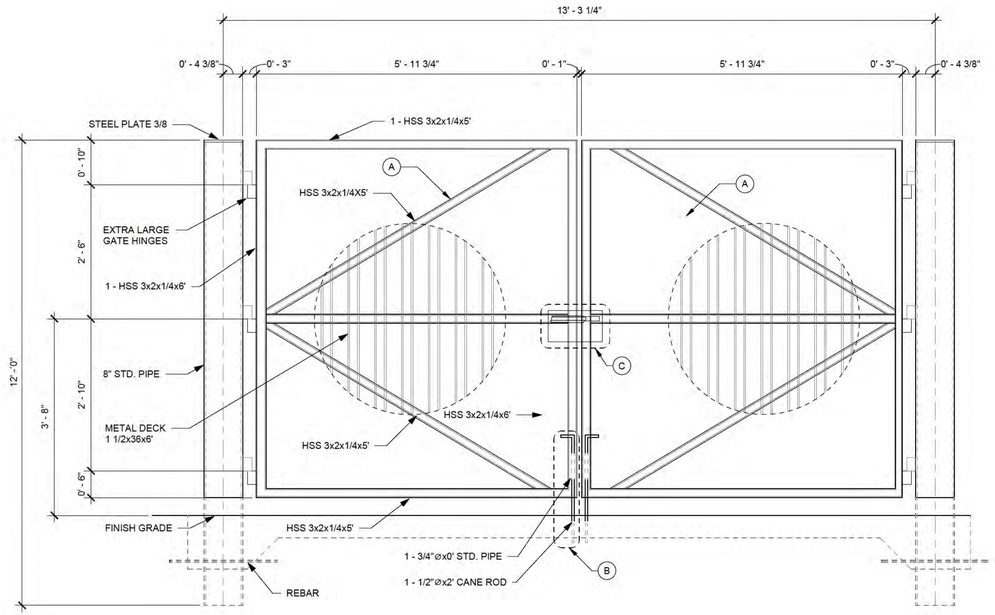
PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

TRASH ENCLOSURE

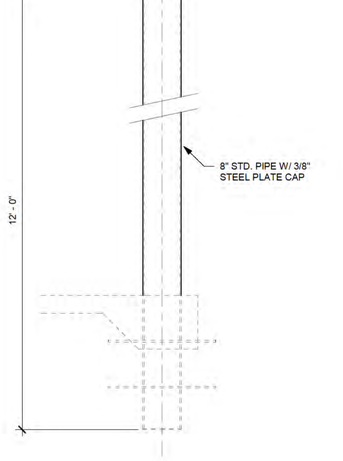
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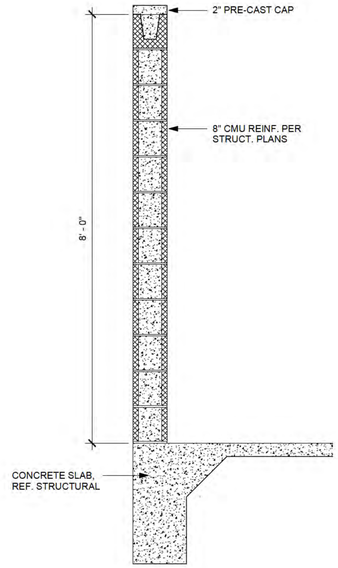
1 VACUUM ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"



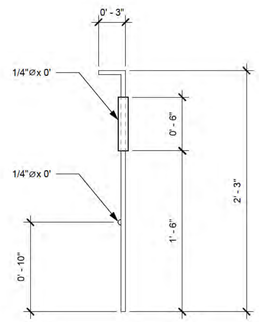
2 FRONT VIEW
SCALE: 3/4" = 1'-0"



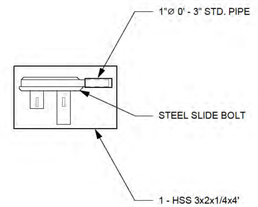
3 VACUUM ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"



4 VACUUM ENCLOSURE SECTION 2
SCALE: 3/4" = 1'-0"



5 DETAIL B
SCALE: 1 1/2" = 1'-0"



6 DETAIL C
SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

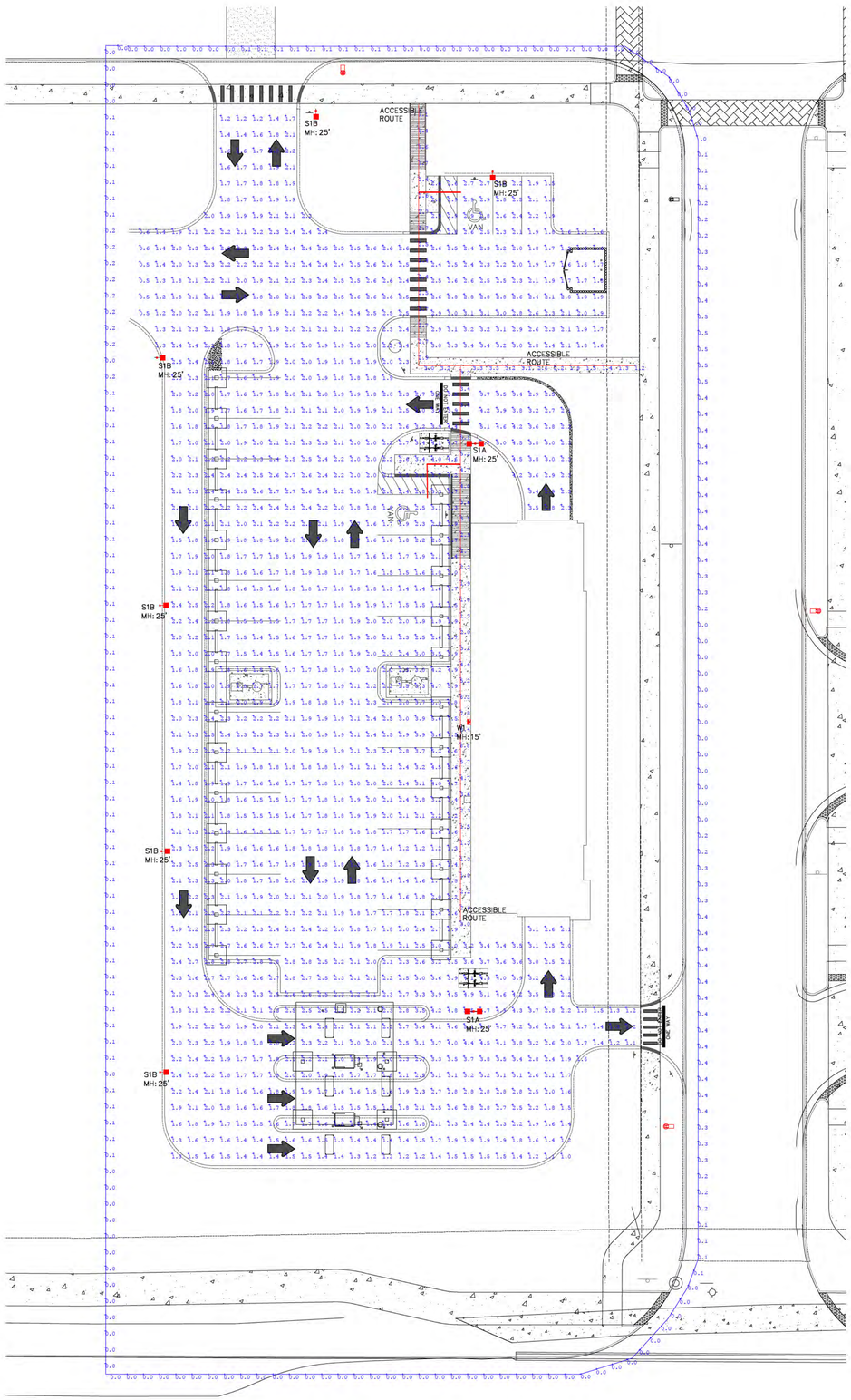
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

VACUUM ENCLOSURE PLAN & DETAILS

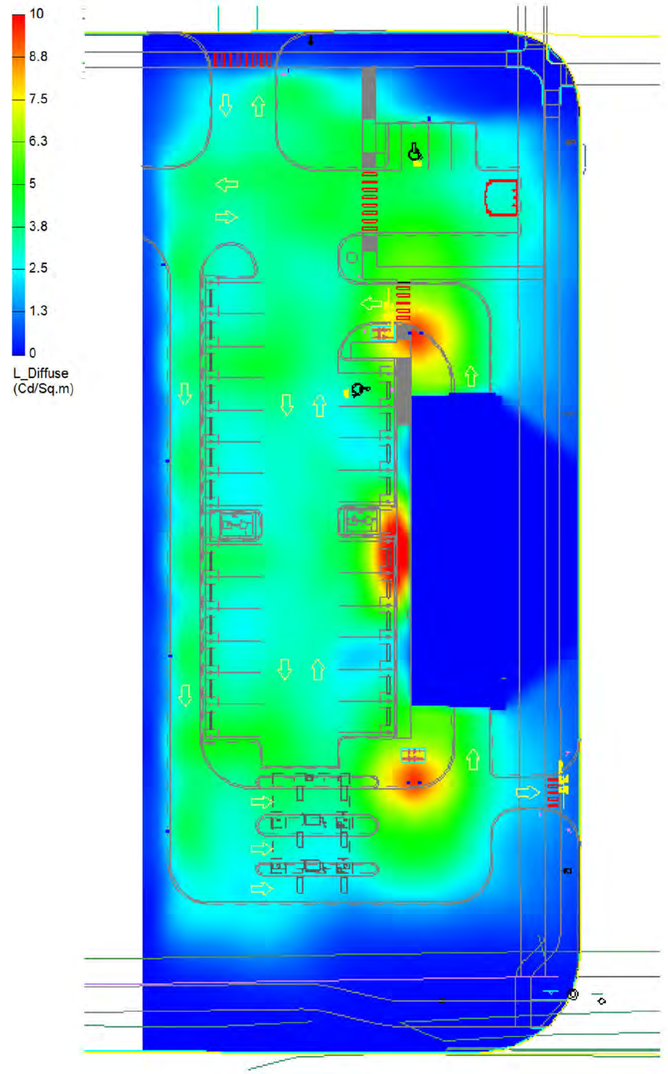
13



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



CLI Design
Los Angeles , Miami & New York
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INC. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.
Job No.	
Sheet No.	14

From: [redacted]
To: Gubrud, Stephen
Subject: Re: Questions about Aurora Center for Health, Wealth, etc. :)
Date: Monday, October 13, 2025 4:25:53 PM
Attachments: image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image001.png
image002.png

This Message Is From an External Sender Report Suspicious

This message came from outside your organization.

Hi Stephen,

How about this – it's so long, but this is so complex. People always think car washing is easy, but it's really not.

Dear Mayor/City Councilperson/To Whom It May Concern:

I'm writing to you as a constituent, but also as one of Aurora's small business owners. My business is in Ward I, but I am writing to all of Council on a matter of great importance to me, but also one of significant importance to Aurora vis a vis water use, land use, jobs and sales taxes.

For the last nine years I have owned and run a nifty little car wash in Denver, Gleam Car Wash, and two years ago I opened my second location in Aurora on E. Colfax between Chambers and Airport. I'm writing today as I am deeply concerned about a proposed conditional use approval for a national chain and direct competitor less than half a mile from my Aurora location; if "Bubble Bath" carwash is approved, it will possibly kill my nascent Aurora business and because of that bankrupt both of my locations. More importantly, it would be adding yet another poorly-operated national chain car wash that will use huge amounts of potable water, not create any jobs worth mentioning, and not pay sales taxes. **Of note: there would then be at least six car washes along a 2-mile stretch of E. Colfax. This is not a good use of 1.3-acres of land or water.**

First, a little bit about me, then about car washing, and then about this proposed – and unwise – new wash.

***A bit about me*:** I founded and developed Gleam Car Wash in Denver almost exactly nine years

ago. I am a small business owner; I raised the debt and the equity. The business is partially financed via an SBA 504. I developed Gleam as the greenest car wash in the country; additionally, 15-20% of our 40-person strong work force is neurodiverse. And, importantly, after a rough start, we've been a very successful little business, regularly giving back to the community and striving to do our part. In other words, I'm a strong operator with a community conscience.

Two years ago, I opened my second location along E. Colfax. I knew it would be hard, but honestly, I had no idea how difficult it would wind up being. Among other challenges, since I built it in the immediate aftermath of Covid, pricing was haywire. In a moment of perfect serendipity, I had to sell the rest of the land in order to keep the project going; because of all the outreach I had done during the development (see below), I knew a lot of folks at the City and they knew me. They had a chunk of change that they needed to spend or lose, and we closed the deal in record time. Now that land around Gleam is slated for 100+ units of affordable housing, spearheaded by Mercy Housing, and I wrote a letter to CHFA in support of the project.

However, Gleam-Aurora is struggling and not quite breaking even, even two years in. It's worth mentioning here again that I am a very strong operator, with a great track record, and I think my struggles speak to the reality that another tunnel wash at this location is not a needed or wanted by the market. Still, the business has had a positive impact in the neighborhood: we have created ten new jobs, all held by local residents, and in conversations with Aurora Water, it's my understanding that we use exponentially less potable water per vehicle than any other tunnel car wash. This is not because we don't use water; it's because we maintain our extensive water reclaim system. We are essentially a mini-water treatment plant. And after so much work, we are FINALLY getting close to succeeding!

So you can imagine I was quite distressed to discover, just this Thursday, and quite by accident – that a very muscular very well-capitalized firm, Quick Trip, has proposed a large, 1.3-acre tunnel car wash less than ½ mile from my new, existing, locally-owned 1.3-acre car wash. I don't mind admitting that I am panicked. I had thought, because it was a struggle to get through the conditional use approval process and because Aurora is very rightfully water-conscious, that it would be unlikely the City would approve more tunnel car washes in close proximity to each other. It's simply a poor use of land and water.

A bit about car washing: as an industry, it's changed dramatically. The transition from cash to credit attracted the attention of private equity firms, and the industry has exploded. I believe that in the last five years there have been approximately 50 new tunnel washes built in the greater Denver-Aurora metro, many of them built or acquired by PE firms. It has made it hard to compete, to say the least, but of course, that is a part of business.

Nonetheless, as a City, certain uses are conditional for a reason, and I believe it's in the City's best interest – if for no other reason that the fact that potable water is a scarce resource – to

judiciously limit approvals of new tunnel washes. I will repeat: if this wash is approved, that will make at least SIX washes along a 2-mile stretch of E. Colfax. And to my knowledge, NONE of the existing washes except mine have a well-maintained water reclaim system or maybe any system at all.

***A bit about this proposed chain car wash*:** the chains will argue that they also have water reclaim systems; however, they often put in small systems and then fail to maintain them. The maintenance is expensive, dirty work. The chains may also argue that they create quality jobs. I can tell you, given that I have had several of their former employees on staff, that of course this is not true. Working at a car wash is not glamorous, but it can be a means to a better future and not a dead end job.

I cannot emphasize enough that putting a 1.3-acre brand-new tunnel wash less than ½-mile from another 1.3-acre brand-new tunnel wash will
a) critically endanger an existing local business and
b) is utterly unnecessary and unwise from a water and land-use perspective.

We all know we need housing; we do not need another big, ugly car wash that will consume 50-100 gallons of potable water per vehicle (no matter what they say), create 2-3 unpleasant and poorly-paid jobs, and not add any sales tax.

Water math and housing: Aurora, as mentioned earlier, is rightfully water-conscious. Big chain car washes, no matter the verbiage, do not install or maintain significant water reclaim systems unless mandated by law, and there is no such mandate in Colorado. I have been in car washing ten years. I have heard it all. This means that – for the sake of argument – if "Bubble Bath" washes 150 cars a day (which is where we are, and this is not great) that's at a minimum 50 gallons of potable water per car. That equates to 7500 gallons of potable water per day, 52,500 gallons per week. That is more than three swimming pools. **Not to demonize car washing – properly done, it's more water efficient by far than washing in your driveway and a great way to protect a car and save water – however, improperly done, it's an insane waste of a limited resource.**

1. The goal is to wash >500 cars a day. That's 175,000 gallons of potable water a week.

My friends in affordable housing have reiterated that the tap fees in Aurora are so high that it reduces the viability of many more units. This is because of the cost of water – simple supply and demand, and very defensible. However, wouldn't more well-done housing benefit us all in the short and long term more than yet another chain car wash?

Design: I deliberately designed my car wash to fit into Colfax's awesome commercial history, and my iconic sign was the first (maybe only) to be approved (unanimously) by City Council on the grounds that it had a superior design (v. "hardship" which is the other way signs used to be granted variances). It's my understanding that the entire process is now different, precisely because I was hard headed enough to try to do something better.

If Bubble Time is permitted, my Gleam Car Wash site could become another vacant parcel blighting an already difficult stretch of Colfax. Appraisers routinely point to my Denver wash as the nicest building on 38th Avenue. They say the same about my second wash on E. Colfax.

Thank you for your time.

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

Through some serious ups and downs along E. Colfax my wife and I have successfully operated Academy Roofing on Jasper Street and I am writing today to urge you to vote NO to the proposed conditional use of a new tunnel car wash at the corner of Airport & E. Colfax.

Small businesses are the bedrock of any community; my wife and I have employed hundreds of individuals over the years, nurturing their passage into adulthood, and helping them become contributing citizens here in Aurora or wherever they land. Gleam Car Wash, run by Emilie Baratta, has a similar ethos. It is not easy.

A car wash is not like roofing or car rentals or most of the other businesses in this stretch of the woods. A car wash is a destination, and pulls from the local community, and our local community is struggling and – it's my understanding – barely able to support one tunnel wash. There is not room for two very similar car washes – in fact, by my count, if Bubble Bath goes in that makes four or five car washes (including the self serves) between Airport and I-225, a two-mile stretch. This doesn't make sense and promotes bad business practices that will have a negative impact on our neighborhood.

I don't want a failed business creating another vacant parcel and neither should anyone on Council. Instead, take existing vacant parcels – like the one QuickTrip wants to turn into an unnecessary car wash – and make it contribute to the fabric of our community.

You should all deny this conditional use permit, support local business, and look to better E. Colfax in more productive ways.

Thank you for your time,

Curt Boyd
Academy Roofing

8b. BUBBLE BATH CAR WASH AT STATION 60 – CONDITIONAL USE AND SITE PLAN

The applicant's agent Kimley-Horn and Associates, Inc., on behalf of the applicant Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru car wash facility on an approximately 1.69-acre parcel of land situated east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in PA-3 within the Station 60 Master Plan area and is planned for commercial uses. Existing surrounding development includes a QuikTrip automobile fueling station to the east and an affordable multi-family community to the north. The future site of the Aurora Center for Health Wealth and Well-Being is located to the south across Colfax Avenue. The approximately 3.32-acre remainder of PA-3 to the west will remain vacant and is designated for future commercial pad development. There is currently an active Development Application proposal for another site in the area for a hotel.

The proposed project will consist of an approximately 4,302-square-foot, standalone car wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, largely fronting onto a private drive which provides midblock access to the Station 60 development from E. Colfax Avenue. The vacuum motors are located at the south end of the site, away from the residential uses to the north, and are fully enclosed. Public improvements to this site include the development of a detached sidewalk along the site's Colfax Avenue frontage with ADA connections leading to the building entrance.

The Bubble Bath Car Wash's business operations plan indicates that the business plans to be open for 12 hours each day from 8:00 AM-8:00 PM. The business would have 2 shifts per day with 3-5 employees on site per shift.

Five adjacent property owners and 14 registered neighborhood organizations were notified of the application. Following noticing the property for this Planning and Zoning Commission hearing, three (3) public comment letters were received from the owners of nearby businesses, including Gleam Carwash, expressing their opposition to the proposal. Their comments indicate that there is an oversaturation of competing uses in the area, with approximately three (3) other Motor Vehicle Wash uses within a half mile. The commenter also raised questions about water use implications and if water conservation techniques are being implemented with the proposal.

Testimony Given at the Hearing:

Commissioners Banka, Bush, Gaiser, Jetchick, Riley, and Chair Walls visited the site.

Stephen Gubrud, Case Manager, gave a presentation of the item, including the staff recommendations.

Commissioner Riely asked about water usage in light of the city seeing a reduction in available water.

Sarah Young, Assistant General Manager, Aurora Water, explained that the car washes are required to recycle at least 75% of the water they use.

Chair Walls asked how staff respond to public comments. S Gubrud responded that there were no public comments during the review period; as a result, a neighborhood meeting was not held. Comments were not received until after the property was posted for the public hearing. S Gubrud also explained that the comments that were recently received were responded to on a personal, case-by-case basis. From a planning perspective, the application was reviewed to ensure that the criteria for approval in the Unified Development Ordinance (UDO) were met. Staff tried to be as

communicative as possible with the public and relayed to them those sections of the codes that are applicable, and invite them to review them and come speak at the public meeting if they feel so inclined

Jessica Glavas, QuikTrip Corporation, agent representing the applicant, gave a presentation of the item. J Glavas explained that QuikTrip acquired Bubble Bath because they shared the same values of customer service and operations. These businesses are all family-owned and have no franchises, and are responsible community partners. As a result of the acquisition, the car wash will be called WT Bubble Bath. QuikTrip does have plans to expand QT Bubble Bath in the future.

David Foster, Foster Graham Milstein & Calisher, LLP, agent representing the applicant, gave a presentation of the item, reviewing approval criteria that were not mentioned in the staff presentation and confirming the proposed use is consistent with the comprehensive plan. D Foster also noted that all of the Aurora water standards are being met with this proposal.

Andrew Lundberg, Kimley-Horn, agent representing the applicant, gave a presentation of the item, stating that a lot of time was spent addressing façade materials due to the proximity to the roadway. This car wash will be utilizing the best-in-class, highest efficiency water reclamation systems to maintain high quality standards and use the least amount of water possible.

Emilie Baratta, local business owner of Gleam Car Wash, spoke in opposition to the item, stating that between the two car washes owned, 50 jobs have been generated, 15% of which are held by neurodiverse individuals. E. Baratta also noted that the car wash in Aurora was built on an underdeveloped, blighted corridor along Colfax Avenue. E Baratta requested the Planning Commission to deny approval of the proposed car wash because of the car washes already in the area and oversaturation, as well as failure to meet the approval criteria, and voiced concerns that if the proposal is allowed, Gleam Car Wash will be put out of business.

Elijah Williams, resident, spoke in opposition to the item, stating the car wash is both unnecessary and poorly located in what is already a saturated car wash market. E Williams noted car wash locations in Aurora that have seen negative impacts due to oversaturation in the car wash market and further stated that this is not a free market, fair competition, but predatory pricing.

Doug McMurrain, resident, spoke in opposition to the item, stating concerns of oversaturation of car washes in the area and the potential of Gleam Car Wash having to close its doors because of it.

D Foster in a rebuttal to public comments, stated that QuikTrip hires employees at the local level. D Foster also noted that City Council has recently had conversations regarding distance requirements between gas stations and car washes in relation to a QuikTrip proposal that was appealed to the council. The city is not regulating how many gas stations or car washes can exist within an area, like other jurisdictions are doing. Adverse impacts on the surrounding area have been mitigated through orientation and landscaping and required water reclamation standards are being adhered to.

J Glavas added that most QuikTrip employees live in the communities they work, with the exception being the corporate office in Tulsa, OK. They also participate in community giving and aim to be good business partners within their communities. J. Glavas noted that there are four car washes east of I-225 that offer a variety of services, ranging from full-service detail, self-serve, and a small one attached to a small Exxon gas station. Bubble Bath is offering a service different from the others, and there should be plenty of room for this proposed car wash.

Commissioner Hogan asked E Baratta how notice was received regarding this proposal. E Baratta responded that Gleam Car Wash was made aware of the development one day before the site was posted with a public hearing sign. Commissioner Hogan asked if given more time, a resolution could be arrived at between Gleam and Bubble Bath. E Baratta responded that arriving at a resolution or compromise is unlikely.

Lena McClelland, Assistant City Attorney, reminded the commission that the approval criteria is what is to be used when making a decision, and that the commission is obligated to create a clear and concise record as to why the application does or does not meet the criteria.

Jeff Planck, Kimley-Horn, agent representing the applicant, was available for questions.

Amelia Stefan, Foster Graham Milstein & Calisher, LLP , agent representing the applicant, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – CONDITIONAL USE FOR A MOTOR VEHICLE WASH IN MU-C ZONEDISTRICT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BUSH.

APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH ALL APPLICABLE STANDARDS AND CRITERIA IN THE UNIFIED DEVELOPMENT ORDINANCE;
2. THE APPLICATION IS CONSISTENT WITH THE COMPREHENSIVE PLAN CITY CORRIDOR PLACETYPE AND WILL HELP FURTHER CITY GOALS OF SUPPORTING NEW COMMERCIAL USES WITHIN THIS PLACETYPE THAT CAN SERVE THE SURROUNDING NEIGHBORHOODS;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. THERE IS ADEQUATE CAPACITY WITH CITY INFRASTRUCTURE TO SERVE THE PROPOSED DEVELOPMENT;
5. ADVERSE IMPACTS TO THE SURROUNDING AREA HAVE BEEN MITIGATED.

FURTHER DISCUSSION:
Commissioner Gaiser reiterated that the criteria need to be considered when making any decisions and not personal feelings, and indicated support for the motion.

Chair Walls expressed appreciation for the community members and business owners who spoke at the hearing and further noted that this is not the venue for dealing with density issues, the Planning Commission has a very narrow scope, and just look at the prescribed sections of the city code.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 8d – SITE PLAN FOR A MOTOR VEHICLE WASH

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BANKA.

APPROVE, WITH ONE CONDITION, THE SITE PLAN FOR A DRIVE-THRU CAR WASH BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.B.2.C.I OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH ALL APPLICABLE STANDARDS AND CRITERIA IN THE UDO;
2. THE SITE DEVELOPMENT UTILIZES AND IMPROVES EXISTING CITY INFRASTRUCTURE;
3. THE APPLICATION WILL IMPROVE AND EXPAND UPON MULTI-MODAL CONNECTIONS WITH ADJACENT SITES AND SURROUNDING DEVELOPMENT;
4. THE LANDSCAPING BUFFERS, SITE CIRCULATION AND ACCESS DESIGN MITIGATES ANY ADVERSE IMPACTS TO THE SURROUNDING AREA TO THE HIGHEST DEGREE PRACTICABLE; AND
5. THE SIZE, SCALE, HEIGHT, DENSITY, MULTI-MODAL TRAFFIC IMPACTS AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF ALL OUTSTANDING TECHNICAL ISSUES PRIOR TO RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

FURTHER DISCUSSION:
Commissioners indicated that the discussion included in Agenda Item 8c also stands for this agenda item.

MOTION PASSED UNANIMOUSLY.

This document is presented in its full unedited state. Due to virtual note taking method there may be some inaccuracies. A verbatim record may be obtained by reviewing the PC meeting video recording for the 10-22-2025 meeting date.

Planning and Zoning Commission (Study Session 500 p.m. Regular Meeting 610 p.m.)-20251022_181030-Meeting Recording

October 22, 2025, 12:10AM

2h 0m 47s



Chapel, Susan 0:03

Just one second.

Yes, the recordings been started.



Cammarata, Brandon 0:11

Chairman, over to you.

Hopefully everybody has reassembled. Thank you.



Walls, Garrett 0:15

Great. Thank you, Brandon.

Good evening everyone.

It is Wednesday, October the 22nd. I now call this regularly scheduled virtual meeting of the Aurora Planning and Zoning Commission.

To order, I'll now call the Roll of Commissioners, Commissioner Jaccic, Commissioner Bush.

GJ **Gayle Jetchick** 0:29

Present.

MB **Melvin Bush** 0:32

President.



Walls, Garrett 0:33

Commissioner geiser.

BG **Bob Gaiser** 0:34

Present.

Walls, Garrett 0:35
Commissioner Riley.

Colonel Mike Riley 0:37
President.

Walls, Garrett 0:38
Commissioner, Banco.

Donald and Sunny Banka 0:40
Present.

Walls, Garrett 0:41
Commissioner Hogan.

Hogan, Becky 0:43
Present.

Walls, Garrett 0:44
And Commissioner Walls is also present. We have established a voting quorum with seven members present. The Pledge of Allegiance will not be said tonight, as tonight's meeting is virtual.
We'll move on to the approval of the Minutes from September 24th, 2025. Everyone received a draft of those minutes in their packet.
Did you all have an opportunity to read and review them?
Are there any amendments, corrections to the Minutes?
Xing Nan, the chair, moves to approve the minutes as presented without objection.
Do I have a second?
Thank you, Commissioner Banka.

Gayle Jetchick 1:14
Commissioner jetchik seconds.

Walls, Garrett 1:15

Oh, it's been moved and seconded to approve the minutes from the 24th of September without objection.
Is there any discussion on the motion?
Without discussion, is there any objection without objection?
The Minutes from the 24th will stand approved tonight. We've got four items of general business items. 8A3D the chair moves to approve the agenda as presented without objection.
Is there a second?

Colonel Mike Riley 1:39
2nd.

Walls, Garrett 1:40
Thank you, Commissioner Riley.
It's been moved and seconded to approve the agenda, as presented without objection.
Is there any discussion on the motion?
Now discussion. Is there any objection?
Without objection, the agenda will be adopted as presented.
I'll now read a summary of our policies and procedures for this evening's meeting.
Please make sure your home or computer microphone is on mute. Unless you're speaking the planning and zoning Commission meeting is a quasi judicial hearing.
There's no swearing in of those who will give testimony, but it is presumed that all parties are telling the truth when addressing the Commission as an applicant or their representative.
Please state your first and last name as well as the organization that you're representing.
You may additionally state if you are an Aurora resident. If you are addressing the Commission as a member of the general public for public testimony, please state your first and last name and if you are an Aurora.
Resident for each agenda item there will be an initial presentation by city staff.
Afterward, Commissioners may ask questions of staff discussion of agenda items by Commissioners will be conducted only following a motion and a second following the staff presentation, the applicant or their representative may choose to make a presentation or answer questions.

The applicant will have 10 minutes for their presentation.
Commissioners may ask questions of the applicant.
Members of the public that have signed up to speak will each have 3 minutes to speak on the agenda item during the public comment period.
It is not that only new information be presented. The same arguments should not be repeated.
Commissioners may ask questions of the public following their comments after public comments, the applicant will have 5 minutes to address any public comments.
Commissioners may ask questions of the applicant.
The chair will ensure all Commissioners have no further questions of the applicant or staff. The chair will then call for the question after a motion has been made and seconded. The Commissioners will then discuss the case amongst themselves.
After the discussion, the chair will call the question.
Commissioners are finders of fact and will vote based on their evaluation of the evidence presented as compared to code Section 146. Our rulings by the planning and Zoning Commission are normally final.
Exceptions are zoning, map amendments, zoning code amendments and comprehensive plan amendments that need City Council approval decisions by the Commission can be appealed to City Council by presenting a written appeal to the city manager within 10 calendar days of the public hearing.
City Council also has the discretion to call up any case, whether an appeal has been made or not. Notices for this virtual meeting were published posted to the city website, and the development projects were posted with signs on the properties.
Notices were also mailed to adjacent land owners per city requirements. We don't have a consent agenda this evening, so this evening's first case is agenda item 8.
A and this is the 13th Ave. station urban renewal plan located in Ward one.
Proviso for any members of the public joining us, this agenda item is not a public hearing.
We'll be acting outside of a public hearing for this particular agenda item case manager this evening is Jennifer Orosco.
The applicant is the city of Aurora and 1st we will record for the Minutes any Commissioner site visits to the 13th Ave. station.
Commissioner Bank Commissioner Bush.
I can't see the rest of you.
Scrolling through.

Colonel Mike Riley 4:54
Kisha Riley went.

Walls, Garrett 4:54
But you.
Thank you, Commissioner Riley.

Colonel Mike Riley 4:57
Yep.

Hogan, Becky 4:58
Logan visited.

Walls, Garrett 4:59
Thank you, Commissioner Hogan, and thank you, Commissioner Geiser.
I think I've got everyone noted that visited. OK, Jennifer, the floor is yours.

Orozco, Jennifer 5:08
Thank you.
Good evening.
I'm Jennifer wroosco.
I work in urban renewal for the city and I really appreciate your time. Tonight I'd like to share about the 13th Ave. station Urban renewal area. This is a proposed area and unlike some of the other development cases that you'll be hearing tonight, this is not a public.
Hearing we are here because of state Statute, which has a very specific process that must must be undertaken before we can form a new urban renewal area.
And part of that process is appearing before you.
You to explain the plan and to seek your input. The state Statute says that the Planning Commission should review the plan and decide whether or not it conforms with the general plan of the municipality.
So tonight you're going to consider whether or not this proposed urban renewal plan conforms with our city comprehensive plan for our places.

Hanagami, Kendra 6:01
Me like that, no.
You guys probably like something.

Orozco, Jennifer 6:08
OK so.

Hanagami, Kendra 6:10
I think.

Orozco, Jennifer 6:10
A quick overview of our urban renewal process.
The first step in creating an urban renewal area is doing a a site survey and going out to see if there's sufficient factors of blight in the area that we're considering.
So this condition survey took place last year in the fall.
Then those findings went before council in the spring.
And they did. Did deem that those were sufficient in order to declare this area blighted and appropriate for urban renewal.
So that has happened since then, we have offered an urban renewal plan, a draft plan and we prepared an impact report which looks at the financial side of the urban renewal area and the project that we're trying to accomplish. And we prepared both of those documents and we.
Took them to our taxing partners in the area, so Aurora public schools and Mile High Club District, and we spent the summer explaining to them our plans and negotiating with them. And I'm proud to say that now here in the fall, we do have an agreement from all.
Three parties to cooperate on this project.
So we have draft cooperation agreements that we will be bringing.
They've been signed by the other parties.
We'll bring them forward to council for Council approval on the award side of things.
So everything's lining up very well and we're in good shape to move forward to to council later this year and then in the spring time have a public hearing.

Brock, Benjamin 7:21
I will.

Orozco, Jennifer 7:30
Here this is just a graphic to remind you those of you might not remember.
We have 21 urban renewal areas throughout the city.
And this would be our 22nd.
We're getting a little bit of feedback. Is everyone on here?
That helped. OK, so Council has the 13 express goals for urban renewal.
I've bolded the ones in this graphic to show the ones that are most relevant to the plan you're considering tonight.
Those concern things like Tod, housing choices, having public gathering spaces and great places, and then finally having affordable housing within the city.
Those are the most relevant goals for the plan that you're considering tonight.
So why?
Why are? Why are we doing this plan?
What is the purpose?
Well, the problem that we are trying to solve in this area is an access problem. We have two really attractive development sites near the 13th Ave. station, but they're both.
Difficult to get to.
There's one way in and out for both sites.
There's the RTD site that's on the northern part of the graphic here in blue. You can access that from 13th Ave. and then South of Tollgate Creek. There's the Bach.
We refer to it as the Bach home.
Site it is a privately, privately held land holding that is similarly handicapped by having only one point of access, and that's from Dillon Way and so.
Without having secondary access, neither one of these sites can fully ever develop to the level of density that the city has always envisioned in our comprehensive plan and in our stationary plan and in other documents for the city.
Here's a little glimpse of the current condition.
I was happy that some of you went out to visit the site.
That's great.
This photo is looking S from the parking lot. The RTD parking lot looking South.

There's a 4.5 acre land area where we could do development that's showing that here in this photo, there's 242 parking spots that are rarely used.
There's a few other photos from around the area.
You can see the Creek corridor.
You can see the current terminus of Dillon Way.
The largely empty parking lot. Current conditions.
Here's a graphic that shows the concept for the bridge connection.
It starts in the South, at the terminus of Dillon Way.
It moves N across the Tollgate Creek and then continues N along the edge of the RTD property up to 13th Ave. and the cost estimate that we've been working from is an $8 million cost estimate, but that's a few years old.
So we're crossing our fingers right now.
Engineering is underway, and so we're crossing our fingers, our toes, everything possible, really praying that the final number comes very close to 8 million. We'll see.
Even that's goodbyes.
Why here?
Why now?
And that's a great question because there's some development surrounding the site that dates to the 1960s.
So why hasn't this developed yet, and why is now the good time for it to happen?
The timing is good because if there's a lot of developments that are kind of coalescing right now, RTD is very open to redeveloping parking.
You know, initially when the line opened, they were very protective of communal parking, but they've really changed their position on that.
We have an acute housing shortage in the city and the crisis just seems to build each year.
We've recently completed the trail along the Creek Bach homes to the South, the site to the South.
They're ready to move forward and then more. The final thing is that there is a lot of grant money available right now for Tod.
So all of those together mean this is a great time to move forward.
And what would? What would be our impact?
It would be tremendous if we can get this bridge built, we can add over 950 homes to the city in a great central location and so on.
The RTD site on the north part of this graphic, there's been concept plans that have

showed that you could get about 430 units Max.
On that property and then looking at the southern property, the back homes property, their current concept shows about 526 unit.
Excuse me.
So that's that's a huge impact for this public improvement.
It's a zoomed in view of the back homes concept. This is not the the concept that you would see in the final site plan.
They're they're still working on their ideas, but it's meant to show that there is a a group of apartment buildings, four or five story buildings, a series of buildings, as well as.
As in this plan, they're looking at some rental town hall with attached garages.
So that's that's what they're looking at. And this shows you what could what could potentially fit on that site.
This is looking at the RTD property, another concept drawing and this concept drawing illustrates the fact that this property can accommodate several individual projects on on this single property, and it shows a variety of densities. It starts along the Creek with less dense product and then moves as.
It moves N to the station.
It becomes more dense.
In this particular design, goes up to 430 units.
That's kind of the maximum that would fit under this type of development.
Scenario.
So the dollars behind what we're doing, I mentioned the $8 million for the bridge.
So we've got 9 million to work with right now.
We have $4 million in grant funding from Dola.
It comes through two different grants that we received and then we have $5,000,000 that was loaned to us from Aura and the idea is that if we're successful establishing the urban renewal area, then we would use tax increment revenue from this area.
To repay that $5,000,000 loan over the next 25 years.
So a little bit more on the timeline. I mentioned the blight study and I mentioned the cooperation agreements that we have with the taxing entities. But I did want to mention that concurrently with this process, Daniel Krasinowski was working to update the stationary plan. And so all of.
Last year we worked together to do joint public outreach.
We did a couple of public meetings.

We had an online survey.
Yeah, we sent letters to property owners. We did postcards.
We really interacted with the public jointly to explain the vision and the implementation side of things, which is through this urban renewal plan.
So that's, that's those two things have been working in concert and so far it's worked.
Very neatly, Dan got the plan.
Final approval through council last month for the stationary plan, and then we're following right behind because we do refer to his plan in our documents. So we follow right behind.
And we will be starting to appear before Council in December, targeting the early spring for final final public hearing and adoption.
So looking at the details of the plan, which was your job with with the packet that you received before before the meeting, I've highlighted a couple of the plan, a few of the plan provisions from Section 7 that I think would probably have been most interesting to you.
That section really deals with the physical side of development in this area.
It talks about development principles, zoning, the preliminary concepts that I showed you, all those physical items are in this Section 7.
And then.
Excuse me, following that in Section 8, we have a narrative that describes how this proposed urban renewal plan relates to other plans of the city, such as the comp plan, the multi, the 13th Ave. Multimodal Corridor study, the housing strategy, all these other city documents we tried to.
Explain their relationship to the shared renewal plan in this Section 8.
Little glimpse visual glam zoning in the surrounding properties.
The two development sites that I mentioned are shown here. They're both mutode.
They're surrounded by a variety of other zoning categories, a lot of as I mentioned, a lot of this development dates to the 60s and 70s that that surrounds us.
And then sort of wrapping up at this table that summarizes what I think are the best connections between.
Our proposed urban renewal plan.
And various goals and recommended practices that are in Aurora places.
And so I think that on these topics, we do go pretty far in helping to implement these ideas from the Aurora places plan. We're trying to provide people an alternative way of living next to transit where they might not need to use a car or

taking advantage of.
Pedestrian and bicycle connections.
We're really trying to introduce some more housing and a variety of price points.
We're looking to get affordable housing at the RTD station. We're finding new partnerships. We're using urban renewal.
We're trying to concentrate development and we really do want to create a high quality new neighborhood that has great design, great parks, active places, that sort of thing.
So that's for the summary table of those connections between the plans and then to kind of summarize and wrap up again the question before you tonight is.
Does this proposed urban renewal plan conform with the city's comprehensive plan? Does it?
Does it implement Aurora places as you think it should?
And so tonight we're asking you to to let us know what you think of the plan.
Discuss it and if you're comfortable, vote on whether or not you agree that it conforms.
I do want to let you know that according to state statute, you do have.
It 30 days to review the plans.
So if you're not comfortable tonight, if there are unanswered questions or there's a lot of debate, wanna take more time? You do have more time.
But excuse me if you if you like what you see and you are comfortable, it'd be great if you could vote tonight.
And then we would take the Minutes.
Once they're final, we'll take the minutes with us when we go to Council.
So that's kind of all I have and I'm happy to answer questions and I thank you for your time.



Walls, Garrett 17:40
Great. Thank you for your presentation, Jennifer, great job.
I'll open the floor for questions from the Commission and we'll start right off the top with Commissioner Geiser.

BG

Bob Gaiser 17:49
Yes, usually a tiff is a rebate of sales tax.
So for residential units, this would be a rebate of property taxes.

Orozco, Jennifer 18:02
Yeah.
Property tax and use tax.

Bob Gaiser 18:07
So is it both use and property tax?

Orozco, Jennifer 18:12
Yes, it is both and it's not exactly a rebate in this situation. The the funds would flow to Aura and then we would use that to repay the loan. The the city would use that to repay the loan.

Bob Gaiser 18:25
So that would reduce the income to the to the Aurora and to all those the public schools and the.
Of the third person.

Orozco, Jennifer 18:38
Mile High flow gistter.
It doesn't reduce.
Well, what it does is it.

Bob Gaiser 18:43
That's what a TIF does.
Is it reduces the income?

Orozco, Jennifer 18:48
Yes, but for our involvement here in creating this bridge, there would be no tax revenue.
So it takes a portion of the new tax revenue and uses that to repay the the $5,000,000 debt that we would have. But because the because we enable all this new development going forward, a portion of it would be available over the 25 years and.
Then, after the 25 years, all of that new revenue will flow to the original.
Taxing entities.

Bob Gaiser 19:17
So as I said, all all three taxi entities would receive less.
Property taxes.

Orozco, Jennifer 19:25
Initially, but they've all agreed to a cooperation agreement with us and we did talk about the numbers with each of them and they're all comfortable with this with helping with this project.

Bob Gaiser 19:35
That's interesting. When the city of Aurora is facing such financial pressure in the next year coming years.

Orozco, Jennifer 19:44
Well, we're not.

Bob Gaiser 19:45
That's all I have to say.

Orozco, Jennifer 19:46
Yeah, we're we're focused.
Not necessarily. On the next year, but the next 2530 fifty years out, we're we're very long term.

Bob Gaiser 19:54
I know, but there are still forecasting the next couple of years will be short and the problem is that the city of Aurora has 75% of its income coming from sales tax. That's gonna go down because people aren't shopping at shopping centers and etcetera.

Orozco, Jennifer 20:15
But we're not touching sales tax 'cause there won't be any in this area, but we will have 900 new homes filled full of people that will be shopping.
So hopefully that'll help.

Bob Gaiser 20:26
I'm still takes away income from the city of Aurora.


Walls, Garrett 20:32
Thank you, Commissioner Geisler.
Just a follow up, Jennifer, you mentioned discussing the numbers. Do you happen to have the delta change or reduction in property tax that will go to those 3 entities by any chance or do you know off the top of your head what the reduction would be?

Orozco, Jennifer 20:44
It's not.
It's not a reduction, it's a share of the increment above the base and the base actually doesn't does increase.


Walls, Garrett 20:53
Sure. Sorry. Let let me rephrase. How much less will those 3 entities be receiving as per their agreement to this particular TIF or project?

Orozco, Jennifer 21:05
I don't have a number of a percentage mile height. Flood District has committed 100% of their revenues for this project.
Arapahoe County has committed 60% of their revenues.
APS has committed 70% and then the city 100%.


Walls, Garrett 21:21
OK.
Thank you.
Further questions from the Commission, Commissioner Riley.

Colonel Mike Riley 21:25
Thank you.
So looking at the grant, how long are they gonna last?
I mean, if you haven't started using yet and then the cost that you estimate with the grant money, I think we're gonna figure eventually that's gonna be more expensive

in the out years.
So I just wanna make sure that the grants don't expire if they're not used right away.

Orozco, Jennifer 21:44
Yeah, we are on a clock with the grants. The first one goes through. We need to spend the money and it's paying for engineering fees right now. And so it it needs to be spent by next October.
And so that's the 1st $2,000,000 and we've we do have engineers actively working on it.
So we are spending that money. The second grant has a longer timeline.
The the second grant will go towards actual construction costs and then then we have the the matching funds through the loan and that doesn't have a timeline on that.

Colonel Mike Riley 22:15
OK. And then looking at our read ahead package, you know on the urban renewal plan and the criteria you have here, I went to the Colfax BRT hearing last night.
I've been involved with connect Aurora and I'm also engaged in the Fitzsimmons Innovation Center.
I didn't hear any of that discussed in tying things in, especially with Colfax BRT.
Is there any consideration for some of these other?
Multimodal transportation, land use, and employment.
Center opportunities to strengthen your proposal.

Orozco, Jennifer 22:52
Well, this proposal is looking at this specific area around the station and people who live in who will live in these areas can hop on the trail or on the train to get up to the campus.
The urban renewal area is larger than those two TIF areas because that was the area of the study for the blight study.
But there is a presumption that if we wanted to support any development in the broader yellow boundary, that's not in any of these TIF areas.
We would go ahead and amend the plan and create a new TIF area for any new development and so if if we were to do something along Colfax, that would be a whole another process that we would, we would amend this plan and have a whole

focused idea.
For what would happen there, and yes, we would definitely want to tie into BRT and link in with the campus.
And so yes, we we kind of just left that we wanted to signal to the world that yes, we're open to doing urban renewal, but when it comes down to a specific project or a specific plan in that area, we will need to do a special amendment to.
This plan and really focus on that particular proposal.

Colonel Mike Riley 24:02
OK.
Thank you very much.



Walls, Garrett 24:05
Further questions for staff.
OK, seeing none.
And since this is not a public hearing, I will entertain a motion on agenda item 8A.

Hogan, Becky 24:28
Commissioner Wallace, item 8, A 13th Ave. station urban renewal plan based upon the presentation and discussion at this evening's public hearing, I move that the planning and zoning Commission find the proposed 13th Ave. station Urban renewal plan conforms with the general Plan for development of the M.
As a whole.



Walls, Garrett 24:56
Great, thank you, Commissioner Hogan, do I have a second on the approval of 8A?
Thank you, Commissioner Riley.
I will open up the floor for discussion as we have a valid motion and 2nd on the approval of ADA. I'd like to start off with this discussion by saying I I think that Aura and urban renewal within the city, how it's been used strategically with TIFF and.
And various grants and multiple sources of funding, I think is the way to do it.
I think this sets the standard for public private partnership development and redeveloping sites specifically that that we've identified as a Community need assistance, need help our blighted areas of the city and this has been a blighted location for quite a while, driving past it every day I think.

Gayle Jetchick 25:39
Yes. Yeah.

Walls, Garrett 25:42
Designating this urban renewal plan is the first of many steps forward, and I'm excited to see future projects of development within this urban.
And renewal plan, so I fully support.
Agenda item 8.
A and designating 13th Ave. station as the urban renewal plan as it's been presented to us.
So thank you.
Further discussion on the approval of 8A.
Seeing none, I'll call the roll Commissioner Jecic.

Gayle Jetchick 26:13
Move.

Walls, Garrett 26:13
Commissioner Bush.

Melvin Bush 26:14
Approve.

Walls, Garrett 26:15
Commissioner geyser.

Bob Gaiser 26:17
Approve.

Walls, Garrett 26:18
Commissioner Riley.

Colonel Mike Riley 26:19
Approved.

Walls, Garrett 26:20
Commissioner, banker.

Donald and Sunny Banka 26:22
Approve.

Walls, Garrett 26:23
Commissioner Hogan.

Hogan, Becky 26:24
Approve.

Walls, Garrett 26:25
And Commissioner Walls also votes to approve agenda. Item 8A will be approved, recommending the City Council. Thank you, Jennifer.
OK. We will move on to agenda item 8B, which is the UDO Amendment text change for the accidental potential zone district that's affecting all of our wards. Our case manager this evening is Jeremiah Fettig.
And City of Aurora is the applicant.
Jeremiah, the floor is yours.

Fettig, Jeremiah 26:53
All right.
Good evening, commissioners.
I'm Jeremiah Fettig and I'll be presenting the proposed UDO text amendments for the accident potential zone District this evening.
So the planning and business Development Department recommends amending the Unified Development Ordinance, or the UDL, to promote additional development opportunities in the accident potential zone or Apz district.
The proposed text amendment is to clarify development standards and requirements while protecting public health, safety and the general welfare of the district.
Through these proposed amendments, no property would be made non conforming and additionally the proposal is to generally add back in a previously permitted use light manufacturing and then some general cleanup items.

The Apz District's purpose is to ensure development around Buckley space for space complies with the regulations of the US Department of Defense development interests for the undeveloped properties within the APD, Apz District began staff's examination of the current APC District standards, where opportunities were identified to.
Update the udl to allow for additional development.
So prior to October of 2019, the Apz district.
Was an overlay zone district with underlying zoning designations.
So this meant that development standards and uses were governed by the underlying zone district, while the apz overlay imposed additional standards and restrictions during the UDO update in 2019, the Apz district was revised to a standalone zone district designation from that previous overlay Zone district.
So this updates off previously residential and non residential zone district designations.
Become solely the Apz district under the previous code manufacturing, processing and fabrication was a permitted use in underlying business and office zone districts, which were B districts and industrial zoning districts which were M districts.
So today's current light manufacturing use and definition aligns with what was previously permitted in the B&M districts prior to that 2019 update.
So on the screen before you is a map showing the Apz district limits based on the prescribed measurements from the Buckley space for space runways.
So the district is comprised of the clear zone, but shown as CZ and then as we get further away from the actual base itself, we see apz one and then APZ 2.
So as I mentioned, the clear zone is the nearest to the base that's located right at the end of the runways, and then Apz 1 next, then APZ 2 as you get further away from the runways.
There are additionally North and South designations or delineations to the Apz district. And then I did want to note that the city owns large areas of budding Buckley and those are zoned parks and open space. But within that parks and open Space Zone District in Section 2 point.
Five of the UDO there's very prescribed restrictions to what the city can cannot do.
So basically it's default apz, but it's owned parks and open space.
So the map on the left is the former zoning, so this was prior to October of 2019.
So you can see individual zone districts such as B districts in Red M districts in Gray residential districts in yellow, and then the map on the right is today's zoning. So

areas directly abutting and adjacent to Buckley that represent the Apz district now are shown in the dark.
Gray so generally this runs northwest to southeast.
With an east West oriented area along 10th Ave.
So you can also see the green parks and open space zoned areas in proximity to Buckley.
So the text Amendment proposal includes changes to three sections of the EDL.
The sections are special purpose districts permitted use table and dimensional standards. So staff proposes revising the dimensional standard applicability from the existing reference for business Tech I-1 Zone District to the existing standards in Section 146 Dash, 4.2 Table 4.2 Dash 4.
Additionally, within that section, we proposed deleting a text reference.
Two site plans to capture a broader range of applicable or application types when we apply evaluation criteria.
It's not all development may require a site plan.
And the permitted use table we propose adding light manufacturing as a permitted use and additionally we propose adding short term rental, home, adult or Child Day Center and home occupation as permitted accessory uses to existing residential properties.
Then the final text revision is adding a 38 foot height maximum for residential uses in table 4.2 dash four of the dimensional standards.
So legal notice was published in the Aurora Sentinel in compliance with EDL and Buckley.
Space Force Base was a referral agency for the development application and did provide comments on the proposal with concerns about additional proposed text amendments they beat as relating to increasing residential density. So due to timing of this item going to public hearing before you all this evening and.
Plan for City Council and then with the government shutdown staff was unable to discuss and explain those additional proposals.
Those revisions, as proposed, would have resulted in no change to residential density than what's in the code.
But we left it as it was and removed those items from the original text ordinance proposal.
So a more comprehensive review and update to the Apz district is likely to occur in the future just based on staff's observations and review of the code.

So Buckley's comments were included as Exhibit C in tonight's packet for agenda item 8.
Be.
So the proposed UDO text amendment for there's the vision and goals of the Aurora places comprehensive plan, specifically the principles a strong economy and a healthy community.
So by providing additional development and employment opportunities, while also maintaining a safe environment.
On the slide before you is the approval criteria for ordinance text amendments to the UDL and staff believes the proposal meets approval criteria C.
So staff recommends approval of the ordinance text amendment to the City Council for the Apz District because it is consistent with the spirit and intent of the comprehensive plan and policies adopted by City Council and is required to promote economic growth and investment that will not create mater.
Risks to the public health, safety and welfare. So with that, that concludes my presentation and I am available for any questions. Thank you.



Walls, Garrett 33:58
Great. Thank you, Jeremiah.
I'll open the floor for questions from the Commission.
I think I just have one and it's from exhibit C that you just mentioned from Buckley. They were concerned about.
The changes being unexpected, which is what it is, but they were concerned about the potential for increasing the residential density in the APZ district, and I'd like you to speak to that concern just a little bit.

FJ

Fettig, Jeremiah 34:24
Mm-hmm.
Yeah. So we had proposed to move the one dwelling unit per acre from the new specific standards and move that into the dimensional standards.
So that table 4.2 dash 4 just because right as staff? Well, we answer the phone, we get a question.
Typically we don't go search for dimensional standards in the use specific standards. Rather, we would look at the, you know, dimensional standards in section 4.2 of the UDO.

Additionally.
We did review the Department of Defense.
And they permit or they're, I guess installation manual does allow up to two dwelling units per acre, and we did not.
You know, ask to increase that. We were just like moving the information from one section of the code to the other.
So yeah, we feel that there would be no result in residential density based on those proposals.



Walls, Garrett 35:20
Did you actually have? Was there some sort of interface with Buckley beyond the letter that they submitted? Were there conversations back and forth or?
I'm I'm curious why the letter doesn't go quite far enough.
It says that they don't support it in its current iteration or its current language, but I don't get a sense of really why Buckley's not supportive of this, and so that leads me to my question of should this maybe wait until the federal government is resumed?
And?
Go through a layer of transparency with with a base and with the federal government before we move forward as a city.

Fettig, Jeremiah 35:55
Yeah. So we removed the items of concern completely from the proposed UDO amendment.
So the rest of the changes were conveyed. You know, majority of those I believe were conveyed and they did not raise concern over what we have before you this evening.
So there were prior conversations before we proposed this text amendment.



Walls, Garrett 36:11
Perfect.

Fettig, Jeremiah 36:16
We do have a contact at the base, one of the planning staff there, so.
The light industrial or light manufacturing use was.
Proposed and agreed to by them, and that's where we then set off to do this proposed amendment.

But they didn't raise concern with any of the other items in the UDO text amendment that that's in the exhibit B.

Walls, Garrett 36:31
Great. Thank you.
OK.
That's an important clarification.
Thank you very much.
Further questions from the Commission.
OK, seeing none. Susan, do we have any members of the public signed up to speak on 8B?

Chapel, Susan 36:53
Chair. We do, and that person is Sal Perdomo.
And they should be able to speak now.

Walls, Garrett 37:03
OK.
You have the ability to unmute yourself.
You'll have 3 minutes to speak. Please state your name for the record and if you are an Aurora resident.

Sal Perdomo 37:12
Yes. Can you hear me OK?

Walls, Garrett 37:13
Yes, go ahead.

Sal Perdomo 37:15
Thank you.
This is Sal Perdomo.
I'm not a resident of Aurora. The firm I work for is Titan Development and.
Yeah. Anything else?

Walls, Garrett 37:26
Nope, that's it. Go ahead.

Sal Perdomo 37:27
Thank you.
Well, good evening. Chair members of the Planning and Zoning Commission.
I appreciate you giving me a few minutes to speak.
Our firm Titan development is the contract purchaser of a 76 acre infill property located in Aurora within the Apz zone.
We are fully in support of this change as it will allow light manufacturing uses within the APC zone and will enhance economic development and employment opportunities within this area of Aurora.
I'd also like to thank planning staff for all their hard work, their hard work to bring forward this proposed.
Text amendment and for adene in conversations with Buckley, who as mentioned was supportive of this proposed change. We look forward to working in the city of Aurora and thank you for your time.

Walls, Garrett 38:09
Great. Thank you for your testimony, Sal. Any questions from the Commission?
OK. Susan, do we have anyone else signed up to speak?

Chapel, Susan 38:19
Chair wells. We do not.

Walls, Garrett 38:21
OK. And I will conclude this portion of the public hearing and entertain a motion on agenda item 8B.
OK. On agenda, item 8B, the chair rises to a motion, the UDO text amendment, based on the staff recommendation, the presentation and discussion at this evening's public hearing. I move to recommend approval to the Aurora City Council of the ordinance text amendment to unified development. Ord.

Donald and Sunny Banka 38:36
OK.

Walls, Garrett 38:50
To allow for text changes for the Apz district because the proposal complies with the requirements of code section 146-541C3B of the UDO, for the reasons stated in the staff report.
The chairs moved to approve the agenda.
Item 8B is there a second?

Melvin Bush 39:07
I still 2nd.

Walls, Garrett 39:07
Thank you, Commissioner bacon.
It's been moved and seconded to approve AB.
I'll open the floor for discussion from the Commission. First of all, I'd like to say it's good to see these kind of text amendment changes to the UDO that clarify the further clarify, especially something like this where there have been an iteration of changes throughout the years as.
A udo is adopted and and second of all it's great to have public testimony present. Actually speaking to some of these text changes.
Or udo changes. We don't often get.
Public testimony and to hear from a developer that's actually developing a decent sized piece of land in an apz district. That's really helpful for the Commission and I fully support moving this forward and recommending the City Council the approval of 8B.
Further discussion on the approval of AB.
Seeing none, I'll call the roll Commissioner Jecic.

Gayle Jetchick 39:59
Approve.

Walls, Garrett 40:00
Commissioner Bush.

MB **Melvin Bush** 40:02
Approve.

Walls, Garrett 40:03
Commissioner geiser.

BG **Bob Gaiser** 40:04
Approve.

Walls, Garrett 40:05
Commissioner Riley.

CR **Colonel Mike Riley** 40:06
Approve.

Walls, Garrett 40:07
Commissioner, banker Commissioner Hogan.

D **Donald and Sunny Banka** 40:09
Approved.

HB **Hogan, Becky** 40:11
Approve.

Walls, Garrett 40:12
And Commissioner Walls also votes to approve that seven votes to approve agenda item 8B is approved.
Thank you, Jeremiah.

FJ **Fettig, Jeremiah** 40:20
Thank you.

Walls, Garrett 40:22
OK, moving on to 8C, which will be a joint presentation for 8C and 8D, although we will handle those motions separately recording for the Minutes site visits to the bubble car wash potential location at Station 60, Commissioner Bank Commissioner Riley, Commissioner Bush, Commissioner Jecic Comm.
Geiser and commissioner walls. OK, HC is the bubble bath car wash at Station 60, which is?

Donald and Sunny Banka 40:42
Yeah.

Walls, Garrett 40:48
The first motion that will entertain after the public hearing is the conditional use.
Second being the site plan.
And located in Ward 2.
Our case manager this evening is Steven Gabru.
The applicant is Evergreen Devco Steven. The floor is yours.

Gubrud, Stephen 41:03
Thank you.
Good evening, chair and members of the Commission. This is Steven Gouvrewd and I will be presenting agenda items 8C and 8D on behalf of planning and business development staff for your consideration this evening.
The applicant's agent, Kimleigh Horne, Associates on behalf of the applicant Evergreen Devco, is requesting approval of the conditional use for an automated motor vehicle wash located within the MUC Zone District.
The applicant is also requesting approval of a site plan for the approximately 4302 square foot car wash tunnel on an approximately 1.69 acre site.
No adjustments have been requested as part of this proposal.
Currently on Screen is a vicinity map showing the subject properties, general location. The proposed site is located directly north of East Colfax Ave. between Norfolk St. and Airport Blvd.
The subject parcel is also located within planning area. Three of the station 60 Master Plan Station 60 is bound by Colfax Ave. to the South Airport Blvd. To the east Norfolk

St. to the West and the Highline Canal Trail corridor on the north.
PA3 is designated as being intended for commercial development.
Here we have a more up-to-date aerial image that is from September of this year.
You can see the quick trip fueling station, now constructed to the east of the subject site and the mural affordable multifamily community is located there to the north of the proposed site.
The subject property is zoned MUC mixed-use corridor zone district.
It is located within City Sub area A and is part of the city corridor. Place type according to the Aurora places comprehensive plan.
All adjacent properties are also located within the MUC Zone District. Other nearby zoning designations include the RMH residential manufactured home district to the West and northeast.
R2 medium density residential district to the northwest.
R1 low density, single family residential district. A little further to the northwest as well.
And we do have some POS parks and open space zoning to the north.
The purpose of the MUC district is to provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods. Those travelling on adjacent collector or arterial corridors, and to allow for higher intensity, general business and service activities.
Development within the MUC district should be located and designed to allow for access by pedestrians, bicycles, and public transportation, in addition to automobiles specific to sub area a, the district is intended to promote sustainable infill.
Redevelopment of older commercial sites while mitigating impacts of this development on Sur.
Areas.
I'll now go through some of the site photos relating to this case. This first slide shows a NE and northwest facing view of the property as viewed from East Colfax Ave.
You can also see the public hearing notice sign for this evening's hearing. In the foreground there.
Here we have an east facing image taken from that same location along Colfax.
You can observe the quick trip motor vehicle fueling station to the east across.
One of the developments, private roadways.
This image is a West facing view of the subject.
Parcel taken from that private roadway, you were just looking at and that is looking

out to the West towards Norfolk St.
And then lastly, we do have a S facing image of the vacant property as seen from the East West aligned Private road located at the subject properties northern boundary.
5 adjacent properties and 14 registered or five adjacent property owners rather, and 14 registered neighborhood organizations were notified about the development application.
No comments were received during the proposals for formal review cycles.
Mailed notices and public hearing and the public hearing notice board were sent and posted a minimum, a minimum of 10 days prior to tonight's meeting, in accordance with the requirements of city code.
Following posting of the public notice sign 5 comments were received regarding.
The proposal, all expressing opposition to the project.
Three of these comments were initially included in your packets as Exhibit D and the other two were included via an addendum.
Main topics of concern raised from the public. Comments include proximity to other car wash uses in the area concerned with water use and conservation practices.
Quality of the building, architecture and overall design, and the general maintenance and operation standards of the station 60 development.
During staff review of the development, application planning worked with the applicant on a variety of design elements for the site.
The most critical of which include architecture and four sided building design. Overall landscaping and screening of vehicle queuing areas and building frontage orientation and provision of typical on site amenities.
Oops.
Another key consideration specific to conditional use applications is fulfillment of the CUP criteria currently listed on screen to briefly expand those criteria require that the application must comply with applicable standards of city code as well as the station 60 master plan.
Be consistent with the comprehensive plan, including the city corridor place type designation.
Be compatible with the size, scale, height, density, traffic impacts and hours of operation of existing opposed uses in the surrounding area, not change the predominant character of the surrounding area.
Utilize or provide adequate, multimodal, multimodal infrastructure to serve the site, not dislocate existing tenants or occupants of the property, and provide mitigation

for any adverse effects to the highest degree practicable.
Udo, Section 146 Dash 4.8 lists the various building design standards applicable to development within Aurora during the four reviews which have occurred for this project.
A number of considerations regarding this code section were addressed in order to improve the aesthetic and practical qualities of the building and site architecture was identified as a particularly critical element for meeting the conditional use criteria due to high visibility along east.
Colfax Ave.
After discussions and modifications to the plans, the proposed building now implements methods of horizontal articulation, including changes in materials and roof form, to break up the longer facades and provide A level of visual interest on the east facing primary facade. Architectural elements have been included, such as Incre.
Glazing and use of an awning that will include pedestrian scale light fixtures.
Masonry will be visible on all elements.
As the building will feature a tower structure that is clad entirely in stacked stone.
You'll see on these plans from the most recent submittal that an electronic message board was proposed for the two locations on this elevation that those were both located on the tower.
The applicant has been informed that Embs are limited to ground mounted monument signs and therefore this feature will be removed from subsequent submittals.
As it pertains to landscaping, the applicant worked with staff to find solutions on how to adequately landscape the site to accommodate this automobile oriented use.
As the subject parcel is surrounded on three sides by right of way, a well integrated, well integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of docked doors when not in operation. Special attention was placed on the landscape buffer along the Souther.
Edge of the site, which fronts on to East Colfax Ave.
In this area, a robust planting of shrubs and use of trees such as Colorado Bristlecone pine will be used to maintain an appealing and natural on St. ambience.
When addressing any type of development application that involves the construction of a primary building, St. frontage and overall site configuration are a high priority from a planning perspective.

Buildings within the MUC Zone District are required to front onto a public or private St. built to city of Aurora roadway manual specifications. The proposal achieves this by fronting on to the private road located along the site's eastern edge.
This will help to create visual engagement for those exiting the adjacent automobile fueling station located across that private drive.
Furthermore, the applicant has worked with staff to include a pedestrian patio area which will feature amenities such as seating and trash receptacles, allowing employees or customers an area to sit and take a break as necessary.
The Bubble bath car washes business operations plan indicates that the business intends to be open for 12 hours each day.
That will occur from 8:00.
AM to 8:00 PM, the business would have two shifts per day, with three to five employees on site per shift. Bicycle parking has also been included in the form of U racks as required by city code.
Udo, Section 146 dash 4.5.34.5.4.
.146 dash. 5.4.3.8.3. Excuse me. I'm so sorry.
List the criteria necessary to approve a conditional use application staff finds that the application does meet these criteria because the application complies with all applicable standards and criteria in the Unified Development Ordinance. It's consistent with the comprehensive plan City corridor place type.
And will help further city goals of supporting new commercial uses within this place.
Type that can serve the surrounding neighborhoods. The size, scale, height, density, traffic impacts and hour of operations are compatible with existing uses in the area and will not change the predominant character of the area. There is adequate capacity with existing and proposed infrastructure to serve the proposed develop.
And adverse impacts to the surrounding area have been mitigated.
Udo, Section 146 Dash 5.4, point 3, point B, .2, Point C list. The criteria necessary to approve a site plan. Application staff finds that the application meets these criteria because the application does comply with the standards and criteria within the unified development Ord.
The site development utilizes and provides improvement to existing city infrastructure.
The application would improve upon and expand multimodal connections with adjacent sites and surrounding development.
The landscape buffers, site circulation and access design mitigate any adverse

impacts to the surrounding area to the highest degree practicable and the size, scale, height, density, multimodal traffic impacts and hours of operation are compatible with existing and planned future uses within that area.
Based on these findings, and for the reasons stated in tonight's presentation and within the staff report, staff recommends approval of agenda item 8C conditional use request to allow a motor vehicle wash within the MUC Zone district for the for the aforementioned reasons. Staff also recommends approval of.
Agenda item 8.
D to allow for a site plan for an approximately 4302 square foot car wash facility on an approximately 1.69 acre site.
Approval to be subject to one condition.
Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits, and with that I've concluded my presentation and I'm happy to answer any questions you may have.
The applicant is also present and does have a presentation as well that will follow mine. Thank you.



Walls, Garrett 53:39
Great. Thank you, Steven.
I'll open the floor for questions from the Commission.
Commissioner Riley.



Colonel Mike Riley 53:47
Probably not very germane to the actual recommendations coming up, but I attended an Aurora water presentation the other day and we're hearing that we're gonna start seeing a reduction in available water. And when you do these plans for car washes, are there any considerations that are levied as?
Far as reutilization of water.
As we look at the requirement to have 8000.
Acre foots to substantiate and to keep.
Areas with water.



Gubrud, Stephen 54:25
It looks like Sarah Young, who is our representative from Aurora Water, has activated her camera and I guess I would probably defer that question to her.

Colonel Mike Riley 54:32
Thank you.



Young, Sarah 54:34
Good evening, commissioners. Yes, absolutely.
We consider reuse or considering car washes and well. So across the city we have what's called a large water user guide. That requirement restricts.
Or restricts development, especially industrial and commercial properties, to a certain gallons per day per acre.
So that's how we.
Kind of manage overall water use for different industrial and commercial properties.
As you can imagine though, car washes and laundromats, a specific examples are a very small footprint and relatively a higher water use, so often times they do not fit into that large water user guide but in.
Order to still allow those types of facilities instead, what we require is that car washes recycle at least.
75% of the water that they.
Use and then we also require that laundromats as an example use the highest efficiency appliances.

Colonel Mike Riley 55:40
Thank you very much.



Young, Sarah 55:42
You're welcome.



Walls, Garrett 55:43
And Sarah, just before we let you go, can you give your full name and title and department with the city just for our minutes?



Young, Sarah 55:49
Sure. Yeah, I'm Sarah young.
I'm an assistant general manager in Aurora Water.

I oversee the planning.
Engineering and technology teams for the water department.


Walls, Garrett 56:00
Great. Thank you.


Young, Sarah 56:01
You're welcome.


Walls, Garrett 56:01
Further questions for staff from the Commission.
I.
I guess I just had a question and especially due to some of our appeals that have recently been heard at City Council on on sort of business density, how in your public meetings and in your interface with the public since we have, you know, obviously the blue she?
Submitted and quite a bit of testimony included from the public against this particular conditional use.
What does your interface look like with the public and and what's the staff response to the public as it relates?
To the density.
Issue to the Community kind of speaking against this particular application. How does staff respond to that?


Gubrud, Stephen 56:46
I guess to address the first part of that question, I think what you're getting at is what is kind of the platform for those comments to be submitted?
Am I correct?


Walls, Garrett 56:56
No, I think we've we've got the comments and and we have that in front of us.
I was just curious how staff responds to any of those.
How was responded to in any of the public meetings, if any of the this particular feedback was received by staff, what's the response from city staff to the public?



Gubrud, Stephen 57:14

Well, I guess specifically in this case I will say this to begin with, there hasn't been a public meeting prior to this one that has occurred and that is because no, no comments were received during the actual formal review periods due to the nature and the timing of.

When these comments were received, I was able to respond to those on a case by case basis.

I know some were also addressed to members of City Council and the mayor, and I know.

Some responses happened there as well.

And so yeah, typically we just respond to those on a on a personal basis as as they come in, if that makes sense.



Walls, Garrett 57:53

Sure. And I'm I'm pressing you a little bit.

I'd like to know what your responses were to the public.



Gubrud, Stephen 57:59

Oh, and absolutely, yeah.



Walls, Garrett 57:59

Can you walk us through? Yeah.



Gubrud, Stephen 58:01

Yeah, speaking more towards guy, I think the second part of what you were saying there, you know what we do understand that there are concerns about density and colocations of certain kinds of businesses.

Really, from a planning perspective, we look at given application to meet the criteria within the UDO and the approval criteria for the specific application type.

You know, we I've tried to be as commutative as possible with members of the public.

Relay to them those sections of city codes that are applicable and invite them to review them and come speak at the meeting. If they do feel so inclined.

Walls, Garrett 58:38

Thank you, Steven.

Further questions for staff from the Commission.

OK, seeing none, we'll move on to the applicant's presentation.

You'll have 10 minutes to present.

Please identify your name, company and optionally you can state whether or not you're an Aurora resident.

Glavas, Jessica 58:57

Good evening.

Can you hear me?

Walls, Garrett 58:59

Yes.

Glavas, Jessica 59:00

Great.

Again, good evening.

Thank you all for your time this evening.

Thank you, Steven for your presentation.

I'm Jessica gloves.

You all have seen me before.

And you probably wonder why I'm here, as I am a quick trip employee.

I'll get to that briefly.

So let me intro my team. Next slide please.

I don't think I can change it, so I'm from QuikTrip.

I have on the phone, Ashley Goodrich, our civil project manager Andrew Lundberg with Kimley Horn.

The civil engineer, Jeff Plank, with Kimley Horne, our traffic engineer, David Foster, and Amelia Stefan, our attorney, partners. Next slide, please.

So who is bubble bath?

Bubble Bath was founded in San Antonio, TX in 2005.

They are, or well are family owned and operated.

I'll get to this part. So quick Trip has acquired Bubble Bath because they shared our

values of customer service and operation.
So we are all family owned and operate all of our locations. As we've discussed before, no franchises.
We also like that they were more than a car wash with a goal to be a responsible community partner and therefore primary tenants of business are supporting our neighbors nurturing the next generation, serving those who serve and protecting our planet.
Next slide.
Oh, wait, sorry. Stay here.
I didn't realize that was on the same slide.
My bad.
So our acquisition, as I said because it is a cultural and philanthropic fit, quick trip, decided to acquire Bubble Bath.
We are now calling it QT bubble bath and we love that they fit with Quiktrip's culture.
And goals.
To promote employees from within and be a responsible community partner.
Our future plans with bubble back QT Bubble bath are to expand.
The car wash business combined the car wash service with QT Rewards and then provide more opportunities for employees like myself to grow and succeed.
Next slide.
Now for real this time. So the site location Steven already kind of went over this.
It's between airport and Norfolk on Colfax. Next slide.
This is our master plan for station 60.
This slide really is so I could provide a little bit more history of this site.
Right. We partnered initially with Kentro Group to master Plan this 23 plus acre parcel starting in 2020.
We also worked with the neighbor to the South, Salud, to determine and design the realignment of Norfolk.
So we can have a cohesive development of the whole area corridor. We then worked with Rors to bring the affordable housing development on the north portion of the property.
And now we are working with Evergreen Devcodes.
To bring some commercial development to the remainder of the property so that we have overall cohesive residential and retail community and we think This site is a great fit for us due to zoning surrounding use, compatibility of the traffic that already

exists on Colfax and access.
And let's see.
Next slide now and I will hand it off to David Foster and be here for questions at the end.

David Foster 1:02:34
Good evening, Mr. chair. Members of the Planning Commission, David Foster with Foster Graham, I.
I want to be brief because Steven did a really, really fine job in his presentation and in the staff report walking through criteria.
This is actually a criteria that wasn't mentioned 146335 RR. This is actually a distance requirement.
And we need to be 500 feet from the intersection and we are.
Like 650 feet.
So this is that one objective distance requirement that.
It is appropriate for this conditional use approval. Next slide please.
These are again the same criteria that Stephen went through.
Just highlighted a little bit differently.
Identify a couple of different issues. You know, in this particular instance, as you know, because you saw it back in 2022.
And City Council approved it as well. In 2022, the station 60 master plan.
And that was just three years ago.
Many of you may have been on this Commission at that time reviewing and approving us, and it identified this very.
Site for commercial use of this nature.
It's consistent with the UDO and the master plan. It's consistent with the comprehensive plan of the city. We have have been shown the city corridor place type.
And in fact, we identify on page 44 that this area is an auto oriented area in in fact and and it makes this proposed use entirely consistent with the comprehensive plan.
Next slide please.
The third criteria here size scale, height, density.
You know, this is another criteria, of course that's important.
This also kind of interplays a lot with the site plan.
Plan criteria and you probably saw in the staff report a lot of time has been spent on

proper orientation architecture. The foresighted architecture that Steven spoke about just a moment ago.
And a lot of the landscaping issues, fours compatibility with existing and planned uses in the surrounding area.
Again, I I it's not often that I have a master plan that is so site specific to turn 2.
Like they do in tonight's hearing, like the station 60 plan.
But we have that available, the city's infrastructure.
Commissioner Bailey asked the question about Aurora Water.
We'll meet all of Aurora water standards.
That it.
That's not a debatable issue.
You know, water reclamation is fundamental in these types of uses, and of course water is too precious and frankly in Aurora, water is too expensive.
Not to be doing it the right way.
The next slide please.
That we are not going to be dislocating any tenants or occupants, we know this is vacant property and then seven is the application mitigates adverse impacts that goes back to the landscaping, the architecture of the orientation. We believe that the impacts have been mitigated to the greatest ext.
Possible. I certainly understand and appreciate.
Concerns from others in in the Community in terms of.
Of competition, I don't view that as a criteria in terms of adverse impact that you would otherwise review in this quasi judicial process. Based on these criteria will be available to answer any questions as well. And I think I'm turning it back over to Andrew or to J.
Or to somebody. OK.

GJ **Glavas, Jessica** 1:06:31
Over to Andrew, it's perfect.

LA **Lundberg, Andrew** 1:06:36
Hi, can you guys hear me?

GJ **Glavas, Jessica** 1:06:38
Yes.

Lundberg, Andrew 1:06:38

Great.

Yeah, as mentioned before, my name is Andrew Lundberg. I work with Kimlee Horne. We are the civil engineers that have been working with QuikTrip on this project. With the development and the site plan and landscape.

As Steven spoke before, there are several criteria as far as site plan approval. We believe that we meet all of those the application does comply with all standards. Of the UDO, and we have been addressing any comments the city has had through the several review process process, several review applications that we've had, the city's existing infrastructure and public improvements. There are no anticipated adverse effects.

As mentioned, we'll be reclaiming water.

We're integrating walkability, bike access, several access points to sidewalks, and right of way.

They there is no plans.

To adversely affect natural areas, ridgeline, swales landforms. The site is currently vacant, overlock rated and is not currently affect any of the mentioned areas.

This is also going to expand the multimodal connections, as you'll see in later slides, the access point for the site is on the north side of the site on a private drive, so that's going to help with access points along Colfax Ave. which will help with any type.

Of traffic concerns, there might be and as mentioned.

Several times is highly compatible with with throughout the uses with the area and Jason sites, and we've spent especially a lot of time to address any issues associated with facade materials and appearance of the building due to its proximity to the road. And there are again no no.

Anticipated negative effects on the surrounding area.

Next slide please.

Just gonna walk you through a couple of the couple of the slides we have.



Walls, Garrett 1:08:32

Just cause let you know you have about 30 seconds remaining.

Lundberg, Andrew 1:08:36

OK.
Great. If you can just skip to the last few slides where we discuss kind of the environmental impact just come on address those real quick.
It's really important to recognize, as stated, that water reclamation is a must when it comes to car washes and quick trip and bubble bath are utilizing the best in class, highest efficiency. Water reclamation systems that we can because as mentioned, it's expensive and it's really important for us.
To maintain high quality.
Standards and use the least amount of water as possible.
On average, we're using between 14 and 22 gallons per per car, which is about 1/5 of what you'd have in an at home wash.
So thank you.



Walls, Garrett 1:09:18
Your time has expired.

LA

Lundberg, Andrew 1:09:21
I'd like to thank you guys all for your time. Appreciate it.



Walls, Garrett 1:09:24
Thank you.
I'll open up the floor for questions from the Commission for the applicant.
OK, seeing none. Susan, do we have any members of the public signed up to speak on 8C or 8D?



Chapel, Susan 1:09:40
Do and. Our first speaker is Emily Barada.
Emily, you should be able to speak.



Walls, Garrett 1:09:48
OK. And as a reminder to our public testifying, you'll have 3 minutes to speak.
Please state your name and whether you are an Aurora resident or not. Go ahead, Emily.
You should be able to unmute yourself.
Oh, did we just?

emilie 1:10:14
Is that it did it.

Walls, Garrett 1:10:15
Yep, there we go.

emilie 1:10:15
Did it work OK?

Walls, Garrett 1:10:16
Yes, I can hear you now.

emilie 1:10:17
Sorry for sorry for the delay, OK.
So, Emily Bharata, I own and run gleam car wash and I don't live in Aurora, but I am a small business owner in Aurora.
I thought I had five minutes to speak, so I'll speak fast.
Time to go.
All right. So first of all, thank you for your time and for your voluntary service for the betterment of the City of Aurora.
I know no one here is being paid.
I'm a small business owner in Aurora and Denver.
I have created 50 jobs between MY2 car washes, 15% of which are held by neurodiverse individuals.
Two years ago I made a huge investment in Aurora by opening my second car wash on an underdeveloped, blighted corridor along E Colfax.
Between Chambers and airport, I'm a very good business citizen and one of the strongest car wash operators out there.
I'm a single mom of two eight-year olds.
I pay taxes.
I work hard and I create businesses that do give back in measurable ways.
I'm a business owner that I think you want to thrive in your community.
I'm here today obviously to ask you to use your discretionary power to vote against a conditional use approval for the Kwik trip bubble bath application. To be perfectly

frank, despite the fact that I know how to run a business as is evidenced by my first car wash which.
Just turned nine years old.
The local market at Airport and Colfax cannot support another tunnel car wash.
Gleam is not even breaking even the market is saturated.
There are three locally owned car washes within 500 yards of the proposed location and 10 washes within a 2 mile radius, and the quick trip Wash will put me and possibly the other locally owned washes in the immediate neighborhood, likely out of business. Quick Trip does not.
Need a car wash?
They just want a car wash.
They have over 1000 locations. They got into car washing two years ago.
They have deep pockets and they can and will buy market share.
Through below market pricing, I think they even mentioned.
QT Rewards, which is just what another competitor, Cobblestone, has spent the last five years doing throughout the region.
And now they are raising prices, since they have become so well established in the market, so quick trip uses car washes to enhance their already profitable convenience store and gas business, which creates no good jobs, generates no sales taxes and wastes potable water.
If QuikTrip puts me out of business, then all fifty of my employees across my two locations, including the 15% of my staff who are neurodiverse, will lose their jobs.
I will lose more than that and it is my belief that Aurora will lose more than that as well.
In addition, it is my view that the criteria for approving a conditional use permit under the ordinance have not been met relative to provisions AE and G, with G being the most compelling.
G requires a conditional use to mitigate any adverse impacts to the surrounding area.
If you approve this application, you will create an adverse impact to the surrounding area.
Quick trips Bubble bath will likely cause 'cause three small, locally owned businesses to fail.
This will create new blight along a corridor that was just starting to perk up due in no small part to efforts and investments and risk by individual citizens like myself, blight, unemployment and the shuttering of local business is adverse impact and the exact

opposite of what designating a.
Use as conditional and therefore not.
The use by right is meant to accomplish when a city designates a useless conditional.
It is precisely to enable a city the latitude to evaluate new developments based on need and merit, and the greater good on all three fronts and approval for this conditional use fails.
Please vote no.
And by doing so, protect small businesses, conserve water, and I'm sure we can find
A use for those 1.3 acres. A commercial use that will enhance rather than destroy.
Community at the very least, please delay a vote until the Community has more time to wait in.
On the ramifications of this application. Thank you.



Walls, Garrett 1:14:04
Thank you, Emily.
I'll open the floor for questions from the Commission for Emily.
Seeing none.
Susan, who's up next?



Chapel, Susan 1:14:16
We have Elijah Williams.



Walls, Garrett 1:14:20
OK, Elijah, please state your name for the record and if you are an Aurora resident and you should be able to unmute yourself.

Elijah Williams 1:14:36
OK. Can you hear me?



Walls, Garrett 1:14:37
Yes, go ahead.

Elijah Williams 1:14:39
OK.
Hi I am Elijah Williams.

I am a 40 year resident of Aurora. Over that time I've worked as a commercial general contractor, designer, a small business owner for the last 15 years, a car wash engineer, consultant and installer.
I'm here tonight to ask you to oppose the conditional use for the for the bubble bath Kwik Trip.
Car wash this car wash is both unnecessary and poorly located in what is already a saturated car wash market. The distance from this proposed car wash.
Can be measured in feet, not miles, within just a few 1000 feet, there are already existing facilities.
Dehum detailing the seltzer wash on the radio and the new clean Car wash the optimal spacing for conveyor style car washes is 2 miles apart to allow each to operate successfully.
Additionally, industry data shows that one conveyor car wash for 20,000 residents, Aurora, already Aurora, has 400,000 population and already has 30 conveyor car washes with 12 to 15 of those built in just the past three years. I don't see this as healthy competition. It's over.
Saturation.
I would like to talk about 3 locations in Aurora that have seen this negatively affect the surrounding.
Car washes and businesses Aurora Parkway at Smokey Hill.
The original Mr. Twin Tunnel was there for 15 years.
It was busy on weekends, but you get through in the last five years, Cobblestone and Vibe Car Wash have moved in. All three of these washes are now operating at 30% of their capacity.
The other areas Havana S, where The Four Seasons Car Wash operated since the 90s.
Cobblestone remodeled the auto wash, offered three months of free car washes.
Followed by 6 month membership for $18.
Nine months of essentially free car washes negatively impacting a long standing business.
Then another large car wash waterway was approved to remodel commercial building less than a mile away off of Parker.
It can also be seen on Tower Rd. where the H2L was the standing car Wash, then Ronnie's car wash was built.
I don't even think they opened before. Ronnie's was acquired by Cobblestone and then forced to Chiwaw to also Zelda Carbajo. Then within the last couple years,

another large car wash changed. Superstar has moved in within a mile of those car washes.
I've heard the argument about free market, and while I understand this in a broad economic sense, the situation is not true free market at all.
What's happening here is predatory pricing.
Large national chains are buying their way into the market, giving away months of free car washing and deeply discounting memberships.
This is not undercut to local operators. It isn't.
Fair competition.
Corporations don't contribute locally.
They don't hire locally.
As contractors or installers, they don't source local materials.
They don't reinvest their profits here.
They simply extract value and move on.
We are also seeing this planning duplication.



Walls, Garrett 1:18:01
Your time has expired. Thank you.

EW

Elijah Williams 1:18:01
Yes.



Walls, Garrett 1:18:05
Susan, who do we have up next?



Chapel, Susan 1:18:08
Duck Doug mcmurrin.



Walls, Garrett 1:18:13
Hey Doug, you should have the ability to unmute yourself.

DM

Doug McMurrain 1:18:15
Yep, we're good. Yep.



Walls, Garrett 1:18:16

OK.
Great, go ahead.

Doug McMurrain 1:18:19
Good evening, commissioners.
I've been before many, many commissioners in my life.
I've developed over 4,000,000 square feet of shopping centers, Walmart's Home Depot's target. Sam's club's.
I developed and owned two quick trips in Atlanta, GA.
They're a very good corporation.
I'm not here to, you know, talk bad about them at all.
I am one of the.
Property owners at 15200 E.
Colfax, which is a former Super Kmart.
Fossa Fitness LA Plaza andro mucho.
Rarely would I ever speak against commercial development.
Emily and her family have done a magnificent job.
You have one of the best car washes in in I think in the whole metro area of Denver.
But you know, quick trips lawyer aptly pointed out.
They've met all the conditions, so you're required to approve them.
Speaking personally to the mayor of Saturday, I said mayor, this is wrong.
You know it's.
We're in a down market.
And as commissioners.
I believe that that not promoting blight, preventing blight and and getting rid of blight is is important to you, and I would tell you.
That having that many car washes that close together, Emily's business is gonna go under.
And she shared with me way before this was open.
For this new Kwik trip car wash that she was struggling that her partners were having to reorganize their their finances and have to do capital calls.
I don't know if any of you are small business owners, but if you've ever had to do a capital call of partners, it's extremely painful.
This isn't about staff review of the standards and facades, the landscaping, the setbacks.

The traffic this is about, as the mayor said on Saturday, our the city's ratables are down.
Sales taxes are down and I suspect they're going to go further down.
I would ask you to not approve this.
I can't believe I'm saying that, but it's if you put.
Local businesses under under.
You're creating blight, and I guarantee Emily will appeal this to City Council and then it will become a political issue.
I don't think it has to be. I think if you.
Make the right choice and turn this down.
Maybe one day in the future you could have 10 car washes all next to each other, and it'd be a great thing. I don't think that's the case.

Walls, Garrett 1:21:23
Oh, thank you. Your time has expired.

Doug McMurrain 1:21:26
Thank you very much.

Walls, Garrett 1:21:30
Susan, who do we have up next?

Chapel, Susan 1:21:33
Sarah, I do have one other person that did sign up.
But I don't believe that they are on the call and the person's name is Elena, and that's all I have.

Walls, Garrett 1:21:48
Could you give us the spelling for that? And we'll do a call. And if this person is on the call, please raise your hand. If you're with us on teams.

Chapel, Susan 1:21:58
It is spelled Elena.

Walls, Garrett 1:22:06

Just give it a few seconds here to see if anyone responds 'cause I know that sometimes people sign in under other people's accounts and don't change the name, so I want to give opportunity just in case one final call.
For Elena.
OK, I will now.
The applicant.
The opportunity.
You'll have 5 minutes to respond to any of the public testimony.

David Foster 1:22:42
Jessica, do you want me to speak? You wanna go?

Glavas, Jessica 1:22:45
You can go and then I'll add anything if I have more.

David Foster 1:22:47
Great. Well, first of all, thank you everybody for for participating and of course it's important to have the public hear.
And involved as well. I would first like to begin by saying that having represented QuikTrip and.
Many of the employees.
Over the years they they do hire local.
So I'm I'm I'm unsure why we're having that conversation about this conditional use, but I just wanted to set the record straight. You know, in this particular instance and the reason why I use the slide earlier is because City Council, the city has made a determination in terms.
Of distance requirements, which by the way.
There was a quick trip conversation.
Not too long ago, in front of Planning Commission around how many car wash?
Gas stations is too many in a certain area, and you'll remember in that particular conversation that the city wasn't regulating how many gas stations can exist within a certain area. And unlike other jurisdictions.
As we've seen in in Denver and Lakewood and some other places.
But this is a different instance because this is a circumstance where the city has made a determination around distance and it's an objective standard and so that objective

standards met. And so the issue of mitigating any adverse impacts on the surrounding area is something that we have done.
Through architecture, through orientation through landscaping.
To the extent that.
The city makes a decision or that you make a decision that this particular use and this particular location is unwarranted because of its competitive nature.
It's a very different standard of review.
That's a very different place that you would be going in terms of your land use authority.
And I would suggest that for the many years that I have.
Been a land use attorney.
The mitigation of adverse impacts is about how we function.
It's about how this use in this location functions and that is what we've seen presented tonight.
In terms of the architecture and the design and the orientation, and frankly in this particular instance, because I had seen it in a letter written by.
Emily, I believe is her name.
And then a state senator from Denver about water use, and in this particular instance, again, we are complying with all of the regulations that Aurora would would ask of us as business owners using a precious resource. And so we are.
We are doing that appropriately.
Jessica, I don't know if you have anything else to add.
I think those were kind of the the biggest issues or kind of the only issues I heard.
Raised in in some of the public comment and and certainly appreciated you know.
Running businesses is hard, but that's that's not this criteria for for your review tonight.

GJ **Glavas, Jessica** 1:26:27
I just wanted to add that yes, QT does hire local. Like David said, we do not come in, extract the money and leave.
Most of us live in the community, with the exception of our corporate office in Tulsa.
OK.
We work in the communities we participate in Community giving in our communities and we really do aim to be good business partners in the Community.
We're not here to take money and run.

And then as far as putting a car wash here, I did look and see four washes east of 225 gallium, of course. And they offer full detail services, which we don't offer.
So they set themselves apart that way. There is a full service car wash, which is also very different.
There is a self-service car wash which is very different.
And then there is an Exxon tiny little.
Attached to a gas station car wash.
So we do believe that there's plenty of room for us here.
And.
We're looking forward to your comments and appreciate your time.

Walls, Garrett 1:27:36
Great. Thank you, Jessica.
And 1st I'll open the floor for any questions.
Final opportunity for questions from the Commission for Staff or the applicant.
Go ahead, Commissioner Hogan.

HB **Hogan, Becky** 1:27:54
My question is for Emily.
How much notice were you given that this carwash was had selected a site?
Or did you just drive by and see the sign?

Walls, Garrett 1:28:13
I think, Emily, you still have the ability to unmute yourself.

E **emilie** 1:28:18
Great. OK.
I just did so.

Walls, Garrett 1:28:21
OK.

E **emilie** 1:28:22
I found out one day prior to the sign being posted, which was 10 days prior to this meeting.

So almost no time honestly, to address something of such great concern, not not just to me, but to all the other business owners and the community members who I don't think will be very excited to see something.
New and good potentially go down.
When their stretch of Colfax is just perking up, so I would love to have more time to work on this.



Walls, Garrett 1:29:03
Thank you, Emily.
Commissioner Hogan, does that answer your question?

HB **Hogan, Becky** 1:29:10
Sort of.
I guess my question is, Emily, given more time, do you think you could reach resolution with two car washes? Yours and quick trips colocating.
Or do you think more time would just not result in any kind of compromise or resolution?

E **emilie** 1:29:30
I don't see how a compromise or resolution is.
Going to be achieved.
My I run a very good car wash in Denver and I invested a lot of money in this very desolate stretch of East Colfax, and we're doing better.
But I can tell you I know the market at this point.
It is barely supporting 1 tunnel wash barely.
And we are a very good operator.
We've created 10 jobs.
We have a we have practically five stars online.
This would be a travesty, honestly, to allow another car wash, not another commercial use but and and not another car wash generally in Aurora but another car wash less than half a mile away.
I believe someone else earlier said that.
And this this is this is industry standard like you do not want.
Ideally 2 tunnel car washes any closer than two miles unless you have significantly greater density than what we have in that area.

It's not possible for two direct competitors to survive, especially if one of them is incredibly deep pocketed.
I mean, QuikTrip has over 1000 locations and they just got into car washing and car washing is great, but I can't compete.



Walls, Garrett 1:30:56
OK, Emily, I appreciate the response, but I'm going to cut you off there and I think that the question has been answered and not allowing further extension of time for testimony.

emilie 1:31:02
Sure.
OK.



Walls, Garrett 1:31:07
It wouldn't be fair to the applicant or any of the other public testimony.
Further questions from the Commission.
OK, seeing none before I close this portion of the public hearing.
I would like our city attorney, as the Commission doesn't abide by the advice of external counsel, we're represented by our own Council within the city of Attorney.
To recap any of the code requirements or any advice that our city attorney would like to provide on this, these two particular agenda items, so I will recognize Lena McClellan.



McClelland, Lena 1:31:44
Thank you, chair walls and good evening. Members of the Commission and everyone else present on this meeting.
I thank you for the opportunity to speak as the Commissioners are aware, I've advised before.
The criteria?
Well, it was on the screen.
But as you know the criteria is there for you to apply in your decision regarding this application.
And and the other thing that I just wanna remind the Commission about is the obligation to create a clear and concise record and in your findings, so in in whatever

direction the Commission decides to go in their interpretation of that criteria, just advise the Commission to please be.
Clear and and as to why you find the application does or does not meet that criteria.

Walls, Garrett 1:32:43
Thank you, Lena.
Are there any questions regarding procedure or code?
Questions that wouldn't be privileged that the Commission would have for a city attorney.
OK, seeing none, I will close this portion of the public hearing and entertain a motion first on agenda item 8C, which is the conditional use for the bubble bath car wash at station 60.

Gayle Jetchick 1:33:11
This is Commissioner Jecic.
Excuse me. My nose is running.
Agenda item 8C conditional use for a motor vehicle, car wash and MUC Zone district based on staff recommendation.
The presentations and discussions at this evening's public hearing I move to approve the conditional use request because proposal complies with the requirements of code Section 146, DASH 54383.
Of the Unified Development Ordinance for the reasons stated in the staff report.

Walls, Garrett 1:33:45
Thank you, Commissioner Jacques.
It's been moved to approve agenda item 8C. Is there a second?

Melvin Bush 1:33:49
This is this is Commissioner Bush.
I second Commissioner Jezics motion.

Walls, Garrett 1:33:54
Thank you, Commissioner Bush.
It's been moved and seconded to approve agenda item 8C. I'll open the floor for discussion, Commissioner Geyser.

Bob Gaiser 1:34:03
Yeah.
We need to look at the conditional use criteria and as long as that is met.
We should have proved this regardless of how we feel. We don't set policy. City Council does.
You need to go before City Council and ask them to change the requirements. If you don't agree with them.

Gayle Jetchick 1:34:23
Yeah. Thank you.

Bob Gaiser 1:34:27
But as far as this?
Item tonight.
I will approve it.



Walls, Garrett 1:34:36
Thank you, Commissioner Geiser.
I'd also like to follow that up and say members of the public that that took time out of your schedules, especially the business owners out there to testify. We, I I can't stress enough how much we appreciate your testimony and thank you for being here tonight unfortunately.
This venue may not necessarily be the most appropriate place when dealing with density issues, because we have a very, very narrow scope.
We look at city code as it's written and we have a very narrow application of that code and applications that come before us, especially for conditional use. We are weighing whether or not to grant that conditional use, but not on our personal feelings or how much we might.
Love, neighborhood or area businesses and support them ourselves?
Many of us are business owners or we have owned businesses in the past and we understand the density argument. We understand.
We know what it's like, trust me.
We feel your pain.
We understand that, but we look at prescribed sections of code and unfortunately

public testimony due to expanding those sections of code is inappropriate in front of the Planning Commission. City Council are your policy makers.
They're the ones that have the ability to actually change and draft legislation for the city of Aurora. And again, this is not the first application we've seen this year that deals with density and.

Gayle Jetchick 1:36:01
Thank you.



Walls, Garrett 1:36:03
It's it's time to take this to the legislative body.
Our scope is too narrow to even contemplate those types of issues at this point, so unfortunately I find that this particular application does meet our prescribed sections of code in code Section 146 for this conditional use.

Gayle Jetchick 1:36:07
Yeah.
Yep.



Walls, Garrett 1:36:22
Further discussion on the approval of 8C.
Seeing none, I will call the roll Commissioner Dechick.

Gayle Jetchick 1:36:33
Approve.



Walls, Garrett 1:36:34
Commissioner Bush.

Melvin Bush 1:36:35
Approve.



Walls, Garrett 1:36:36
Commissioner geiser.

Bob Gaiser 1:36:38
Approve.

Walls, Garrett 1:36:39
Commissioner Riley.

Colonel Mike Riley 1:36:40
Approved.

Walls, Garrett 1:36:41
Commissioner, Banco.
I think you were muted there, Commissioner Benko.
Was that a vote to approve?

Donald and Sunny Banka 1:36:51
Yes, approve.

Walls, Garrett 1:36:52
Thank you, Commissioner Hogan.

Donald and Sunny Banka 1:36:52
Thank you.

Hogan, Becky 1:36:54
Approve.

Walls, Garrett 1:36:55
Commissioner walls also votes to approve agenda item 8C is approved with seven votes.
I'll now entertain a motion on the agenda item 8D, which is the site plan for the bubble bath car wash at station 60.

Hogan, Becky 1:37:16
Commissioner walls item 8D site plan for motor vehicle wash based upon the staff

recommendations, the presentation and discussion at this evening's public hearing, I move to approve with one condition, the site plan for a drive through car wash because the proposal complies with the requirements of.
Code section 146 dash 5.4.
.3, point B2, Point C point I.
Of the UDO, for the reasons stated in the staff report, approval is subject to the following condition.



Walls, Garrett 1:37:51
Great.

HB **Hogan, Becky** 1:37:54
Resolve all outstanding technical issues prior to the recordation of the site plan and the issuance of any building permit.



Walls, Garrett 1:38:04
Thank you, Commissioner Hogan.
It's been moved to approve agenda item 8D. Is there a second?

CR **Colonel Mike Riley** 1:38:10
2nd.

MB **Melvin Bush** 1:38:11
2nd.



Walls, Garrett 1:38:12
I think I saw Commissioner banker first, so I will list her as a second on the motion to approve agenda item 8D.
I'll open the floor for discussion on the motion to approve.
And I think without objection, I would assume that most of the Commission would like their comments for 8C to stand for 8D as well.
OK.

GJ **Gayle Jetchick** 1:38:33
Absolutely.

Walls, Garrett 1:38:34

So we would request that those be included on the comments and discussion for 8D in our minutes.

I think give me one second, Commissioners, I apologize.

OK.

Is there any other discussion on 8D?

Without other discussion, I will call the roll Commissioner Jecic.

GJ **Gayle Jetchick** 1:38:59

Approve.

Walls, Garrett 1:39:00

Commissioner Bush.

MB **Melvin Bush** 1:39:01

Approve.

Walls, Garrett 1:39:02

Commissioner geiser.

BG **Bob Gaiser** 1:39:03

Approve.

Walls, Garrett 1:39:05

Commissioner Riley.

CR **Colonel Mike Riley** 1:39:06

Proof.

Walls, Garrett 1:39:07

Commissioner, Banco Commissioner Hogan.

D **Donald and Sunny Banka** 1:39:08

Approved.

Hogan, Becky 1:39:10
Approved.

Walls, Garrett 1:39:11
And Commissioner Walls also votes to approve agenda item 8D is approved.
OK. Susan, do we have any members of the public signed up to speak on non agenda items?

Chapel, Susan 1:39:24
Chair, we do not.

Walls, Garrett 1:39:27
OK. We will move on to our miscellaneous items of business. Item 10 and 10A on our agenda, which is the adoption of our 2026 planning and Zoning Commission meeting dates.
Were there any areas of concern?
Does anyone have any suggestions?
Comments on the proposed dates for our planning and zoning Commission meetings.
Next year.
No sign on.
I move that we adopt the proposed 2026 planning and Zoning Commission meeting dates as presented to the Commission.
Is there a second?
Thank you, Commissioner bank.
It's been moved and seconded.
Any discussion on the motion to approve?
That discussion I will call the roll Commissioner Jecic.

Gayle Jetchick 1:40:13
Approve.

Walls, Garrett 1:40:13
Commissioner Bush.

Melvin Bush 1:40:17
Approve.

Walls, Garrett 1:40:18
Commissioner geiser.

Bob Gaiser 1:40:20
Abstain.

Walls, Garrett 1:40:22
Commissioner Riley.

Colonel Mike Riley 1:40:24
I approve.

Walls, Garrett 1:40:25
Commissioner, Banco.

Donald and Sunny Banka 1:40:26
Approve.

Walls, Garrett 1:40:27
Commissioner Hogan.

Hogan, Becky 1:40:28
Approved.

Walls, Garrett 1:40:29
Commissioner walls also votes to approve that is 6 votes to approve, one abstention.
We will adopt the proposed 2026 meeting dates.
Any other miscellaneous items of business?
Any announcements?
Any comments by Commissioners?
I just want to start off by saying I appreciate all of you and as we look to again

another application in decision and agenda items that that are difficult for us because we all live, work and play in our Community.
We understand and we care deeply for our favorite neighborhood businesses.
And and these things are really hard.
I get as impassioned as anybody about protecting our our great local small businesses and and it's difficult to see corporate entities come and go and things change and things of also I appreciate all of you for digging in and understanding the role and responsibility that we have before.
Us, even though it's really difficult.
I appreciate you guys leaning in and and understanding that responsibility as a quasi judicial body.
So I just wanted.
Thank you to my fellow Commissioners.
Any other comments, questions, concerns Commissioner Bush?

Melvin Bush 1:41:41
Add a just a a comment.
Of how the planning department works with the.
Aurora public school. In determining really what comes first, you know like.
Commissioner Bank and I have been on both the Budget Department budget as well as the.
The planning and.
And somehow another. Everybody sort of works together.
But when it comes to the the school and the city, it seems like we are here to to give a just a stamp of approval when I would think that the comprehensive plan is the is the hierarchy is the initial and then.
Aurora Public schools as well as the city has to work together to make that plan work.
You know, we don't just pull in.
As Commissioner banquet would say, we don't just count the roofs you know, and then after we have enough roofs, then we then we put, then we pull in the schools.
Somehow another something has to be working to say, all right, we have one health scientist, Health Science high school that we just put on.
Within the last 10 years.
Now we're going to put another one in.

Is that gonna be a transitional school?
And then how does that impact the whole community with reference to developing the way we wanted to look, because that's a pretty dynamic community right now.
It could go one way or the other.
So I'm a little confused of how tonight worked and how we really work together, Bob.



Walls, Garrett 1:43:46
Yeah, go ahead, Bob.

BG

Bob Gaiser 1:43:46
I have a comment.
The state of Colorado sets the educational system apart from cities and counties, and I'd like to ask Lena exactly.
How does the educational system juxtapose a city?



McClelland, Lena 1:44:11
Yes, hello again, chair walzen Commission.
Thank you for the question.
So and I I apologize.
I do not have the language from the statute in front of me right now, but there are statutes that control how we, as a municipality, interact with the school district when it comes to planning, and that does set a very narrow guideline for where and how.
We as a municipality can.
In contribute and and and sort of be a part of that planning process. And unfortunately or fortunately, depending on who you're talking to, right, that does give a very narrow.
Path for the city in terms of how we can work with the school district and we do have an MOU with Aurora Public School District that does have some additional sort of guidelines.
For the process in terms of the site for a school, in terms of the type of school and all those kind of things, that's entirely within the school district's purview and we do not have any ability.
To comment on that, or to have any control over that.
Essentially, we have the ability to be a part of the civil planning side. As you've seen in the last couple of meetings that we've had.

We have the ability to make comments. We have the ability to.
Staff has the ability to comment on on you know, what infrastructure they believe needs to be included or needs to be a part of the application. But beyond that, our hands are tied by that by the statute.



Walls, Garrett 1:45:59
And I'd like director Russ that I see that you went on video.
I'd like you to chime in and first of all, thank you for the memo that you sent out and I have some follow up questions about that as well.
So go ahead and speak and then I'll follow up.



Rustad, Jeannine 1:46:14
I was going to hit on the long range side of how planning interacts with the school district and this might be a great topic for a future study session because I know enough in Colorado just to scratch the surface.
But Daniel Krusanowski from our long range Planning Department division has sat on the school board's long Range planning committee as they were looking at population growth.
What to anticipate?
Building up to their bond measure, so we do have that coordination. But having sat on one of those committees in my previous iteration.
And Oregon schools do have their own metrics about their needs, and I do know that there also had been coordinated coordination with the Fitzsimmons Innovation Campus to get this school nearby to have that cross pollination.
And I will do my best to answer any questions on the letter, but we'll keep Lena on because this was a collaborative effort.



Walls, Garrett 1:47:21
I think my questions aren't so much about the specific memo.
It was just maybe about the future and and what ability do we have as a city or I guess is there also appetite to try and work obviously still within the bounds of the statute that were set by the state. But to to be able to make the.
Process.
Better, I guess, for public transparency in going through Planning Commission and and 'cause I'm. I'm just thinking back to the application that we had or the

presentation rather that we had before this one and we had major, major concerns with the potential safety and the the ingress and.
Egress of the school and there were there were valuable things that could come from the community, but we feel powerless to be able to do anything about it.



Rustad, Jeannine 1:48:10
Is a good topic of discussion, potentially for our retreat. I want to be able to talk to legal about some things and Oz.
I know the MOU I believe is with both school districts and unraveling that there's pros and cons that we won't get into here. But maybe there were things we can do informally, but let us look into that talk to our counterparts over there, see what they think.
Because we hear you.
And given that schools serve the public, having that public input seems to be a natural step.



Walls, Garrett 1:48:52
Great. Thank you.
Any other questions while we're on this topic?
OK.
Thank you very much, director and Leno.
Any other announcements?
General items miscellaneous items of business.

Hogan, Becky 1:49:09
Commission or chair. Waltz at our at our next study session in November, we will be enjoying a discussion with Mike Dean.



Walls, Garrett 1:49:09
Commissioner, go ahead.

Hogan, Becky 1:49:21
Who over?
Who overseas?
Public safety in terms of the planning of a site as well as Carly, who overseas traffic

and we have specifically asked those to because they are rich in history with the city of Aurora.
They're very plainspoken.
And will be prepared to answer a number of questions.
Anything ranging from you know what triggers a signal light and when.
To life safety in a school situation because they do have a little more power, for lack of a better word than we do and. And I guess that, you know, to be back on Cher Walt's statement.
Particularly with staff and frankly, the school district, I am happy to have this conversation with the school district and that's that. It just seems so futile for us to be asked to review this and when we do to make comments and have them say yeah, thanks, whatever it.
Just is extremely frustrating.
So it's like then why do we review it?
On the other.
Hand to not review it and to have what I would call bad behaviors or bad policy go through when I could have at least said find another way or you got to figure this out and come back.
I felt better about this school discussion than I did the last school discussion, but it wasn't.

Colonel Mike Riley 1:50:56
Yeah.

Hogan, Becky 1:50:59
You know, I still wasn't overjoyed with it.



Walls, Garrett 1:51:06
Further comment, Commissioner Geyser.

Bob Gaiser 1:51:09
Hey, you can always go to your state representative and ask them to change the system.
I mean, the system is the system and there's only so much that we could do.
We can make comments and we're advisory and that's it.

Hogan, Becky 1:51:25
Commissioner Geiser, I was thinking just that.



Walls, Garrett 1:51:30
All right.
Any other comments? Miscellaneous items?
Just one, no. Piggybacking off of Vice Chair Hogan, we are coming up this year is wrapping up. So as you're thinking about any topics, obviously we will have elections next year for different leadership roles, but start getting your ideas for things that you'd like to see in study.
Session if we can start to have some of that framed up as early as possible, it helps. Planning schedules. It helps getting everything arranged.
So as you guys have topics, please start sending those to Brandon to Vice Chair Hogan to whoever.
Just obviously don't.
We don't want to have an ex parte like communication without public notice and e-mail, so don't copy the whole Commission, but have those discussions and bring up those topics with Brandon and Vice Chair Hogan, please.
OK, moving on to our planning Division manager report, Brandon, you are up.



Cammarata, Brandon 1:52:33
Thank you all.
Good job tonight, working through the the the agenda.
Appreciate your efforts.
I'll do kind of a couple highlights of things that have been approved over the last few weeks.
We actually did not have a meeting right last time.
Is that true?
Yeah, we didn't have a meeting. So that, so that's news.

Hogan, Becky 1:52:56
Yes, we do not have, yeah.

Donald and Sunny Banka 1:52:58
Within your hearts.



Cammarata, Brandon 1:52:59
We spent a long time since we haven't had a meeting, so hopefully we don't have too many of those, right, because that means we're we're not busy.
A couple highlights, just a couple.
Windler, which is kind of the development you can see they're building houses right now mostly on the east side of E, 470 N of 48th north of Aurora Highlands.
And so we approved another.
Neighborhood plan. And so that's a little bit of nuance there.
That's kind of the new procedure that we.
Enabled about eight months ago that that's a little more nimble than the large site plans we used to do.
So that was 796 units.
That's a lot of build out to occur there, so hopefully they'll get to be able to work on those. And then at the other end of the spectrum, a fourplex just on Moline.
Just north of Colfax, so.
22 important but contextually different projects approved.
And let's see. Working on our UDO project related to small lots and compact housing, I don't think I've had the chance to talk to y'all since since our PED meeting.
So we did have PED planning and economic development.
October 8th and we're able to introduce some substantive questions to to that committee related to our directions on Greenfield Enfield and some design standards. And so some of you may have seen that presentation. We were able to spend about 45 minutes with that committee.
And and they did recommend that we go ahead and go to the full City Council at a study session.
Unfortunately, that study session which we were scheduled for this Monday.
We ran out of time and did not get to talk to him, so we'll we'll continue to work on on what we're needing to work on, but we'll have to cycle back to the full City Council, hopefully in a couple weeks.
So that's my update.
If there's any questions, I would try to answer them.



Walls, Garrett 1:55:31

Great. Thanks Brandon.

Just sort of a general question, not to add anything, certainly to staff's duties. But I was just curious if if you guys are planning the division gets any invites for any of the like ribbon cuttings or any of the things where you know that there's going to?

Be an opening date in some of the applications that we've heard, I would love if you guys could pass those along to us if you could just send out like I know that the Galen School of Nursing and HCA.

Clinic facility just recently had their ribbon cutting and I completely missed it.

Sometimes my emails get.

You know, whatever hidden.

But just an announcement, if you guys happen to get anything, obviously don't want to create any notice issues, but if and I understand like I saw your video and I understand that's what it was.

But just I don't if there's any sort of way to let us know that things are coming up that that have been put out there.

Or that the city is aware of.

I don't know if there's a a venue for us to look for those types of events.

Especially the ones that are public but.



Cammarata, Brandon 1:56:39

Yeah, I appreciate that.

Chair chairman walls.

You know, certainly we don't.

We're not noticed of all of them either, but I think we can think about how how to approach that in a way that doesn't cause any potential problems and things like that.

So definitely on the radar screen. So appreciate that.



Walls, Garrett 1:56:58

Great. Thanks. Questions for Brandon.

All right, seeing none. Leena, you're up with our City Attorney report.



McClelland, Lena 1:57:10

Thank you, chair.
No report from me this evening, except for I just did want to say I commend the just sort of echo Cher walls.
I commend all of you.
On handling a difficult application and doing your best to apply the criteria. So just wanted to say that as.
Your legal adviser, I appreciate you all.
Doing a good job with that.
And other than that, I don't have anything except for that I will.
If it's something that the Commission would like, I can certainly look into more of with Janine on to the school district conversation.



Walls, Garrett 1:57:58
I think the desire is definitely there. So put all the heads together and figure out when it's best for us to have.
It might be a really good workshop for us to have this coming term.
And go over that kind of stuff so we can get a better understanding and maybe as a result of that, there can be a good recommendation for City Council or anything like that.
So thank you.
Any comments? Questions for Lena?
Yes, Commissioner Hogan.

Hogan, Becky 1:58:27
I think that there was kind of innuendo that this could be that the bubble car wash could be appealed.
And I would like that appeal process from staff to be defined a little bit better and maybe have comments.
Posted so that folks can ask why did you?
Why did Planning Commission approve or disapprove?
Just to do you know, I know that Janine had some recommendations on things that they may do different this time, but if indeed is appealed, I would like to see that go much smoother than it did the last time with QuikTrip and with David Foster, because he also.
Was very direct in how he worded his.

Like youth shall not, or you cannot do this, so just.
Just some of those types of things.
Again, I just would like to see it go smoother.



Rustad, Jeannine 1:59:32
And chair, if I may.
Janine Rustad, director of planning and Business development.
We do have the capacity, so we will save the transcript. So we will have the actual transcript, not just the abbreviated minutes for this and make sure that we keep that through the 10 day period in case it is appealed.



Walls, Garrett 1:59:59
Thank you, director Russell.

HB

Hogan, Becky 2:00:01
Yep.



Walls, Garrett 2:00:02
OK.
Any other comments, questions, concerns for Leno?
All right.
Thanks, Lena.
Guys final opportunity for announcements. Before we adjourn anything.

MB

Melvin Bush 2:00:13
Great job.



Walls, Garrett 2:00:14
All right.

HB

Hogan, Becky 2:00:15
Both we are.



Walls, Garrett 2:00:15
Thank you. Yeah, vote.

Bob Gaiser 2:00:15
Happy Halloween.

Hogan, Becky 2:00:16
We are all residents of this city. However, you want to vote, just vote. Please vote.

Melvin Bush 2:00:17
Happy ada.

Donald and Sunny Banka 2:00:18
Yep.



Walls, Garrett 2:00:24
OK, thanks. See nothing other than that. I move that we adjourn this evening's meeting.
Do I have a second?

Colonel Mike Riley 2:00:30
2nd.



Walls, Garrett 2:00:31
Thank you.
Meeting adjourned.
Have a great evening everyone.

Hogan, Becky 2:00:33
Awesome. Thank you. Thank you, staff.

Colonel Mike Riley 2:00:33
OK, goodbye.

Melvin Bush 2:00:35
Have a good night everybody.

D **Donald and Sunny Banka** 2:00:35
Good. Thank you everybody.

 **Chapel, Susan** 2:00:36
Thank you everyone.

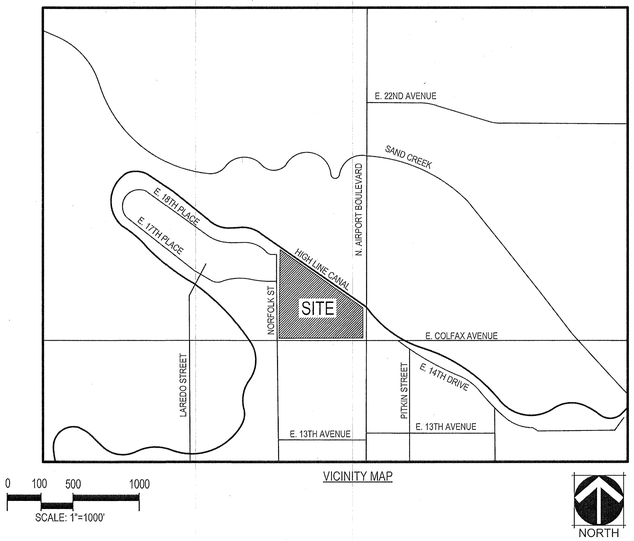
HB **Hogan, Becky** 2:00:37
Bye.

◉ **Chapel, Susan** stopped transcription

STATION 60

MASTER PLAN

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO,



VICINITY MAP

MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED AT THE NORTH END BY A 3" BRASS CAP STAMPED "LS 23527" AND AT THE SOUTH END BY A 3" BRASS CAP STAMPED "LS 16419", SAID LINE BEARING N00°30'59"W AS REFERENCED TO COLORADO STATE PLANE, CENTRAL ZONE.
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32;
THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, S89°41'41"W, A DISTANCE OF 100.00 FEET;
THENCE ON THE EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD, N00°30'59"W, A DISTANCE OF 110.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST COLFAX AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:
1. S89°41'41"W, A DISTANCE OF 610.35 FEET;
2. N30°18'19"W, A DISTANCE OF 139.99 FEET;
3. S89°41'41"W, A DISTANCE OF 24.07 FEET;
4. S33°01'11"W, A DISTANCE OF 149.90 FEET;
5. S87°23'41"W, A DISTANCE OF 419.89 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 475 AT PAGE 345 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ON SAID EASTERLY LINE, N00°16'33"W, A DISTANCE OF 1317.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE HIGH LINE CANAL; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:
1. S60°22'22"E, A DISTANCE OF 16.74 FEET TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S29°40'05"W, HAVING A RADIUS OF 690.54 FEET, A CENTRAL ANGLE OF 09°11'51" AND AN ARC LENGTH OF 110.85 FEET, TO A POINT OF NON-TANGENT;
3. THENCE S50°52'40"E, A DISTANCE OF 99.22 FEET TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N38°45'33"E, HAVING A RADIUS OF 1657.82 FEET, A CENTRAL ANGLE OF 08°19'15" AND AN ARC LENGTH OF 240.76 FEET, TO A POINT OF NON-TANGENT;
5. S59°31'50"E, A DISTANCE OF 68.72 FEET TO A POINT OF NON-TANGENT CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S30°31'10"W, HAVING A RADIUS OF 1121.60 FEET, A CENTRAL ANGLE OF 08°14'55" AND AN ARC LENGTH OF 161.47 FEET, TO A POINT OF NON-TANGENT; 9. S55°14'12"E, A DISTANCE OF 412.66 FEET TO A POINT OF NON-TANGENT CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°43'22"W, HAVING A RADIUS OF 1883.42 FEET, A CENTRAL ANGLE OF 03°37'05" AND AN ARC LENGTH OF 118.94 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°30'59"E, A DISTANCE OF 432.42 FEET TO THE POINT OF BEGINNING.

STANDARD NOTES:

1. TRAFFIC SIGNAL COSTS. OWNER AND/OR DEVELOPERS ARE RESPONSIBLE FOR 100 PERCENT OF SIGNAL COSTS FOR INTERIOR INTERSECTIONS. THE COST OF SIGNALS AT PERIMETER INTERSECTIONS WILL BE PRORATED 25% FOR A CORNER OF A 4 LEG INTERSECTION, 50% FOR A CORNER ON A T INTERSECTION. SIGNAL LOCATIONS AND COST SHARING WILL BE DETERMINED AT CONTEXTUAL SITE PLAN.
2. STREET LIGHTS. STREETLIGHTS MUST BE CONSTRUCTED ALONG ALL PUBLIC STREETS AS REQUIRED BY CITY CODE SECTION 126-236.
3. ARCHAEOLOGICAL FINDS. THE OWNER, DEVELOPER AND/OR CONTRACTORS WILL NOTIFY THE CITY IF ARCHAEOLOGICAL ARTIFACTS ARE UNCOVERED DURING CONSTRUCTION.
4. PARKS. NEIGHBORHOOD PARK SITES SHALL NOT EXCEED 3 PERCENT MAXIMUM FINISHED GRADES.
5. RESIDENTIAL DENSITY REDUCTIONS. THE DEVELOPER HAS THE RIGHT TO BUILD AT A LOWER RESIDENTIAL DENSITY IN ANY MAP AREA PROVIDED THE CITY HAS DETERMINED THAT THE USE IS PERMITTED AND COMPATIBLE WITH SURROUNDING LAND USES. A FINDING OF COMPATIBILITY WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAT OR SITE PLAN REVIEW. THIS REDUCTION SHALL BE CONSIDERED AN ADMINISTRATIVE MASTER PLAN AMENDMENT.
6. MASTER DRAINAGE PLAN. NO SUBDIVISION SHALL BE APPROVED PRIOR TO THE CITY'S APPROVAL OF THE MASTER DRAINAGE PLAN. IN THE EVENT OF ANY PLAN CONFLICTS WITH THE MASTER PLAN, INCLUDING, BUT NOT LIMITED TO, THE SIZE, LOCATION AND REGIONAL DETENTION PONDS AND/OR DRAINAGE WAY LOCATIONS, CROSS SECTIONS AND WIDTHS, THE MASTER DRAINAGE PLAN, AS APPROVED BY THE CITY, SHALL GOVERN. DRAINAGE PONDS DROP STRUCTURES AND OTHER FACILITIES ARE SUBJECT TO PRELIMINARY PLAT OR SITE PLAN REVIEW.
7. 404 PERMIT. THE DEVELOPER IS RESPONSIBLE TO COMPLY WITH ANY REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS (IF ANY) WITH REGARDS TO 404 PERMITTING AND WETLANDS MITIGATION.
8. EMERGENCY ACCESS. THE DEVELOPER SHALL PROVIDE TWO POINTS OF PAVED EMERGENCY ACCESS AND A LOOPED WATER SUPPLY TO EACH PHASE OF THE DEVELOPMENT AS APPROVED BY THE CITY. THE DEVELOPER SHALL PROVIDE EMERGENCY CROSSINGS THAT MEET ALL CITY STANDARDS. THE DEVELOPER/APPLICANT IS REQUIRED TO PROVIDE ALL OFFSITE ROADWAYS NECESSARY TO PROVIDE THE TWO DISTINCT POINTS OF ACCESS TO THE OVERALL SITE.
9. THE MASTER UTILITY STUDY, MASTER DRAINAGE STUDY AND MASTER TRANSPORTATION STUDY ARE INCORPORATED AS A PART OF THE MASTER PLAN. FINAL APPROVAL OF THESE DOCUMENTS IS REQUIRED BEFORE ACCEPTANCE OF AN APPLICATION FOR THE FIRST WITHIN THE PROJECT.
10. LANDSCAPING STANDARDS. UNLESS OTHERWISE NOTED HEREIN IN AN ADJUSTMENT, THE LANDSCAPING STANDARDS OUTLINED IN THE UDO APPLY TO THIS MASTER PLAN. WHERE THE STANDARDS OUTLINED IN THE UDO WITH STANDARDS WITHIN THIS MASTER PLAN, THE MORE RESTRICTIVE SHALL APPLY.
11. FUTURE AMENDMENTS. ANY FUTURE AMENDMENTS TO ARCHITECTURE, LANDSCAPE ARCHITECTURE AND OTHER URBAN DESIGN STANDARDS AND RELATED DRAWINGS MUST DEMONSTRATE AN EQUAL OR BETTER QUALITY THAN THE APPROVED MASTER PLAN STANDARDS.
12. MASTER PLAN ADJUSTMENTS. EXCEPT FOR ANY ADJUSTMENTS LISTED BELOW, THIS MASTER PLAN WILL BE INTERPRETED TO MEAN THAT ALL STANDARDS CONTAINED IN THE MASTER PLAN WILL MEET OR EXCEED ALL CITY CODE REQUIREMENTS.
13. DESIGN STANDARDS. AN MASTER PLAN AMENDMENT AS PER THE REQUIREMENTS OF SECTIONS 3.9, 3.12, 3.13 AND 3.14 OF THE MASTER PLAN MANUAL WILL BE REQUIRED TO BE SUBMITTED EITHER WITH THE APPLICATION FOR THE MASTER PLAN OR AS AN AMENDMENT TO THE MASTER PLAN TO BE SUBMITTED WITH THE APPLICATION FOR THE FIRST PRELIMINARY PLAT OR SITE PLAN IN THE DEVELOPMENT.
14. MAJOR ARTERIAL MEDIANS TO BE PUBLICLY MAINTAINED SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH P& OSD PUBLIC MEDIAN STANDARDS.
15. COLFAX AVENUE IS A STATE HIGHWAY. APPROVAL AND ACCESS PERMITS WILL NEED TO BE OBTAINED FROM THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT).

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS:
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MONUMENTED AT THE NORTH END BY A 3 INCH BRASS CAP STAMPED "LS 16419 1989" IN A RANGE BOX, AND AT THE SOUTH END BY A 3 INCH BRASS CAP STAMPED "LS 16419 1991" IN A RANGE BOX AND BEING ASSUMED TO BEAR SOUTH 00 DEGREES 06 MINUTES 46 SECONDS WEST.
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 100.40 FEET;
THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, A DISTANCE OF 110.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE AS DESCRIBED IN BOOK 475 AT PAGE 221 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE THE FOLLOWING FIVE (5) COURSES:
1. NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 610.20 FEET;
2. NORTH 29 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 140.00 FEET;
3. NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 24.00 FEET;
4. SOUTH 33 DEGREES 38 MINUTES 44 SECONDS WEST, A DISTANCE OF 149.90 FEET;
5. SOUTH 88 DEGREES 01 MINUTE 14 SECONDS WEST, A DISTANCE OF 420.11 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED SEPTEMBER 17, 1953 IN BOOK 475 AT PAGE 345 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ALONG SAID EASTERLY LINE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, 15.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1317.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE HIGH LINE CANAL; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE HIGH LINE CANAL THE FOLLOWING TEN (10) COURSES:
1. SOUTH 59 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 16.74 FEET; 2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 11 MINUTES 51 SECONDS, A RADIUS OF 690.54 FEET, AND AN ARC LENGTH OF 110.85 FEET, THE CHORD OF WHICH BEARS SOUTH 55 DEGREES 06 MINUTES 27
SECONDS EAST, A DISTANCE OF 110.73 FEET;
3. SOUTH 50 DEGREES 15 MINUTES 07 SECONDS EAST, A DISTANCE OF 99.22 FEET;
4. ALONG THE A RC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 15 SECONDS, A RADIUS OF 1,657.82 FEET, AND AN ARC LENGTH OF 240.76 FEET, THE CHORD OF WHICH BEARS SOUTH 54 DEGREES 46 MINUTES 32
SECONDS EAST, A DISTANCE OF 240.55 FEET;
5. SOUTH 58 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 68.72 FEET;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 14 MINUTES 55 SECONDS, A RADIUS OF 1,121.598 FEET, AND AN ARC LENGTH OF 161.47 FEET, THE CHORD OF WHICH BEARS SOUTH 54 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 161.33 FEET;
7. SOUTH 50 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 119.87 FEET;
8. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 58 MINUTES 31 SECONDS, A RADIUS OF 1,934.98 FEET, AND AN ARC LENGTH OF 134.26 FEET, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 39 MINUTES 18 SECONDS EAST, A DISTANCE OF 134.23 FEET;
9. SOUTH 54 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 412.66 FEET;
10. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 37 MINUTES 10 SECONDS, A RADIUS OF 1,883.42 FEET, AND AN ARC LENGTH OF 118.98 FEET, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 118.96 FEET TO THE WESTERLY RIGHT-OF-WAY OF AIRPORT BOULEVARD AS DESCRIBED IN DEED RECORDED JANUARY 26, 1984 IN BOOK 2834 AT PAGE 215 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF AIRPORT BOULEVARD, SOUTH 00 DEGREES 06 MINUTES 46 SECONDS, WEST, A DISTANCE OF 432.39 FEET TO THE POINT OF BEGINNING.
SUBJECT PROPERTY IS REFERRED TO AS "TROLLEY STATION" AND FURTHER DESCRIBED AS:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, S89°41'41"W, A DISTANCE OF 100.00 FEET;
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4. S33°01'11"W, A DISTANCE OF 149.90 FEET;
5. S87°23'41"W, A DISTANCE OF 419.89 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 475 AT PAGE 345 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ON SAID EASTERLY LINE, N00°16'33"W, A DISTANCE OF 1317.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE HIGH LINE CANAL; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:
1. S60°22'22"E, A DISTANCE OF 16.74 FEET TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S29°40'05"W, HAVING A RADIUS OF 690.54 FEET, A CENTRAL ANGLE OF 09°11'51" AND AN ARC LENGTH OF 110.85 FEET, TO A POINT OF NON-TANGENT;
3. THENCE S50°52'40"E, A DISTANCE OF 99.22 FEET TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N38°45'33"E, HAVING A RADIUS OF 1657.82 FEET, A CENTRAL ANGLE OF 08°19'15" AND AN ARC LENGTH OF 240.76 FEET, TO A POINT OF NON-TANGENT;
5. S59°31'50"E, A DISTANCE OF 68.72 FEET TO A POINT OF NON-TANGENT CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S30°31'10"W, HAVING A RADIUS OF 1121.60 FEET, A CENTRAL ANGLE OF 08°14'55" AND AN ARC LENGTH OF 161.47 FEET, TO A POINT OF NON-TANGENT; 9. S55°14'12"E, A DISTANCE OF 412.66 FEET TO A POINT OF NON-TANGENT CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°43'22"W, HAVING A RADIUS OF 1883.42 FEET, A CENTRAL ANGLE OF 03°37'05" AND AN ARC LENGTH OF 118.94 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE S00°30'59"E, A DISTANCE OF 432.42 FEET TO THE POINT OF BEGINNING.

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3. TAB - 3 ZONING MAP
4. TAB - 4 SITE ANALYSIS NARRATIVE AND EXISTING CONDITION MAPS
5. TAB - 4 NATURAL FEATURES MAP
6. TAB - 6 MASTER PLAN NARRATIVE
7. TAB - 8 LAND USE PLAN
8. TAB - 8 STREET HIERARCHY
9. TAB - 9 OPEN SPACE AND CIRCULATION PLAN
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AMENDMENT TRACKING

SIGNATURE BLOCK:

THIS MASTER PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF,: QUIKTRIP HAS CAUSED THESE PRESENTS TO BE

EXECUTED THIS 17th DAY OF AUGUST AD. 2022,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

17th DAY OF AUGUST AD 2022,

BY: Troy C. DeVos.
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

JESSICA GLAVAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214047350
MY COMMISSION EXPIRES DECEMBER 06, 2025

MY COMMISSION EXPIRES December 6, 2025

12000 Washington St Ste 175, Thornton, CO 80241
NOTARY BUSINESS ADDRESS

CITY OF AURORA APPROVALS:

CITY ATTORNEY: _____ DATE: 8/30/22

PLANNING DIRECTOR: _____ DATE: 8/29/22

ATTEST: N/A DATE: N/A

DATA BASE APPROVAL DATE : 3/2/22

RECORDER'S CERTIFICATION:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____O'CLOCK ____,M. THIS _____ DAY OF _____, 20___ A.D.

_____
CLERK AND RECORDER

_____
DEPUTY

APPLICANT/DEVELOPER:
QUIKTRIP CORPORATION
5725 FOXRIDGE DRIVE
MISSION, KS 66202-2401
913-905-2026
QuikTrip

APPLICANT/DEVELOPER:
KENTRO GROUP
1509 YORK STREET, SUITE 201
DENVER, CO 80206
303-219-0903
KENTRO GROUP

PLANNER/LANDSCAPE ARCHITECT:
NORRIS DESIGN
1101 BANNOCK ST.
DENVER, CO 80204
303-892-1166
NORRIS DESIGN
Planning | Landscape Architecture | Branding

CIVIL/TRAFFIC ENGINEER:
KIMLEY HORN
4582 S. ULSTER ST, SUITE 1500
DENVER, CO 80202
303-228-2300
Kimley»Horn

NORRIS DESIGN
Planning | Landscape Architecture | Branding
1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
www.norris-design.com

STATION 60
COLFAX AVENUE AND AIRPORT BOULEVARD
AURORA, COLORADO

OWNER:
QUIKTRIP CORPORATION
4705 S. 129TH EAST AVE
TULSA, OK 74134-7005
913-905-2026

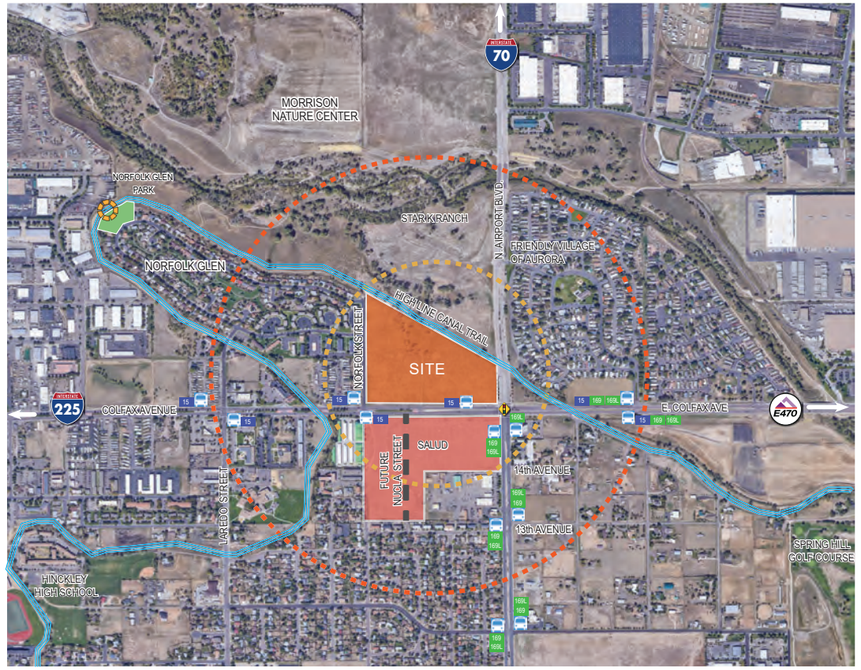
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SHEET TITLE:
COVER SHEET

1

STATION 60 MASTER PLAN 2021-7004-00

TAB 3 - CONTEXT MAP



LEGEND

- 1/4 MILE DISTANCE
- 1/2 MILE DISTANCE
- HIGH LINE CANAL TRAIL
- RTD TRANSIT STOPS (15, 169, 169L, 165L)
- HIGH LINE CANAL TRAIL CONNECTION

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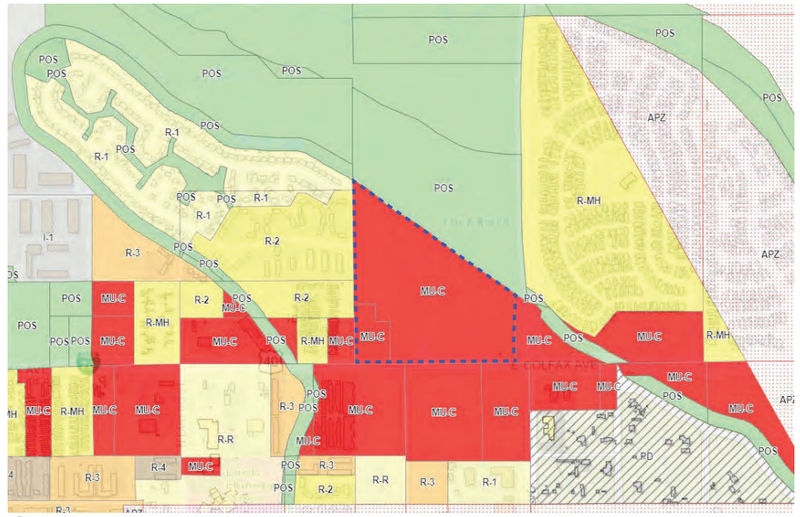
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SHEET TITLE:
CONTEXT MAP

TAB 3 - ZONING MAP



ZONING

- R-1 LOW-DENSITY SINGLE-FAMILY RESIDENTIAL
- R-2 MEDIUM-DENSITY FAMILY RESIDENTIAL
- R-MH MANUFACTURED HOME PARK RESIDENTIAL DISTRICT
- R-3 MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL
- POS PARKS AND OPEN SPACE
- MU-C MIXED-USE CORRIDOR DISTRICT
- APZ ACCIDENTAL POTENTIAL ZONE II NORTH
- SITE

SOURCE: CITY OF AURORA ZONING MAP, 2021

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SHEET TITLE:
ZONING MAP

TAB 4 - SITE ANALYSIS NARRATIVE AND EXISTING CONDITIONS MAP



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	5.00%	990761.82	
2	5.00%	8.00%	220158.20	
3	8.00%	12.00%	115307.30	
4	12.00%	25.00%	42081.66	

SITE ANALYSIS NARRATIVE

1. GENERAL SITE CHARACTER
   THE STATION 60 SITE IS LOCATED EAST OF I-225 ON THE NORTHWEST CORNER OF EAST COLFAX AVENUE AND NORTH AIRPORT BOULEVARD. THE APPROXIMATELY +/-24-ACRE SITE IS NEIGHBORING RESIDENTIAL UNITS AS WELL AS OTHER UNDEVELOPED LAND. THE MOST IMPORTANT AND DISTINGUISHING FEATURES ARE THE MAJOR ACCESS OFF OF E. COLFAX AVE (SH-40) AND THE HIGH LINE CANAL THAT RUNS ALONG THE NORTHEAST BORDER OF THE PROPERTY.

2. SITE ASSETS
   THE MOST IMPORTANT PHYSICAL ASSETS AND POTENTIAL AMENITIES ARE GUIDED BY THE SITE LOCATION, NATURAL FEATURES, AND ACCESS RELATIVE TO MAJOR ROADS. THE SITE IS SURROUNDED BY RESIDENTIAL DEVELOPMENT AS WELL AS A FEW VACANT LOTS TO BE DEVELOPED IN THE FUTURE. THESE RESIDENTIAL DEVELOPMENTS WILL BE DRAWN TO STATION 60 DUE TO ITS CONVENIENCE. THE HIGH LINE CANAL IS ADJACENT TO THE PROPERTY PROVIDING PEDESTRIAN ACCESS TO THE SITE AND NEIGHBORING COMMUNITIES. THE MAJOR ACCESS FROM E. COLFAX AVE (SH-40) AND AIRPORT BLVD WILL PROVIDE CONVIENENT VEHICULAR ACCESS INTO THE PROPERTY.

3. SITE RESTRICTIONS
   THE EXISTING MEDIANS IN BOTH N. AIRPORT BLVD. AND E. COLFAX AVE. PREVENT FULL ACCESS MOVEMENTS ON THE EAST AND SOUTH SIDE OF THE SITE RESPECTIVELY. BOTH ACCESSES WILL REQUIRE A RIGHT-IN-RIGHT-OUT MOVEMENT. THE HIGH LINE CANAL AND E. COLFAX AVE (SH-40) BOTH REQUIRE SETBACKS FOR THE SITE. THE EXISTING STORM SEWER INFRASTRUCTURE AT THE SOUTHWEST CORNER OF THE SITE IS SHALLOW AND DISCHARGES DIRECTLY TO THE HIGH LINE CANAL, LIMITING THE SITE TO UTILIZE THE EXISTING STORM SEWER WITHIN AIRPORT BLVD ALONG THE EAST BOUNDARY OF THE PROJECT.

4. DESIGN RESPONSE TO SITE ASSETS
   THE PROPOSED DEVELOPMENT UTILIZES AN ACCESS OFF E. COLFAX AVE (SH-40), WHICH PROVIDES EASE OF ACCESS TO THE SITE AND HIGH VISIBILITY FOR THE MARKETABILITY OF COMMERCIAL USES. THE PROPERTY WILL CONNECT TO THE HIGH LINE CANAL IMPROVING CONNECTIVITY IN THE AREA. THE VIEW CORRIDORS ALONG BOTH ROADWAYS (AIRPORT BLVD AND COLFAX AVE) WILL BE MAINTAINED AS PART OF THE STREETSCAPE IMPROVEMENTS.

5. DESIGN RESPONSE TO SITE CHALLENGES
   AS NOTED PREVIOUSLY, THE MAIN CHALLENGE IS THE LIMITATION OF EXISTING STORM INFRASTRUCTURE AND EXISTING MEDIANS IN N. AIRPORT BOULEVARD AND E. COLFAX AVE. THE SITE WILL INSTALL DETENTION BASINS ALONG THE EXISTING HIGH LINE CANAL AND DISCHARGE TO THE EXISTING MAIN WITHIN AIRPORT BLVD. THE ACCESSES ALONG N. AIRPORT BLVD. AND E. COLFAX AVE. WILL BECOME RIGHT-IN-RIGHT-OUT ONLY TO AS REQUIRED BY THE CITY AND CDOT.

6. DEVELOPMENT IMPACTS ON EXISTING SITE CONDITIONS
   THE SURROUNDING PARCELS ARE A MIX OF UNDEVELOPED AND VACANT AS WELL AS RESIDENTIAL UNITS ON THE EAST AND WEST OF THE SITE. THE PROPOSED RESIDENTIAL DEVELOPMENT IS COMPATIBLE TO THE EXISTING MIX OF USES IN THE AREA. THESE RESIDENTIAL UNITS WILL HAVE CONVINIENT ACCESS TO THE COMMERCIAL USES AT STATION 60.

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SHEET TITLE:
SITE ANALYSIS NARRATIVE & EXISTING CONDITIONS MAP

TAB 4 - NATURAL FEATURES MAP



LEGEND:

- PROPERTY BOUNDARY
- EXISTING TOPOGRAPHY (1' CONTOUR INTERVALS)
- HIGH POINT
- RIDGE LINE
- VIEW CORRIDOR

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SHEET TITLE:
NATURAL FEATURES MAP

TAB 6 - MASTER PLAN NARRATIVE

1. GENERAL DESCRIPTION OF THE MASTER PLAN

BRIEFLY DESCRIBE THE GENERAL CHARACTER OF YOUR PROPOSED MASTER PLAN. WHAT WILL BE THE PREDOMINANT LAND USES? WHAT MARKET SEGMENT IS THE PROPOSED DEVELOPMENT DESIGNED TO SERVE?

THE GENERAL CHARACTER OF THE PROPOSED DEVELOPMENT WILL INCLUDE A MIX OF USES THAT RANGE FROM COMMERCIAL TO MULTIFAMILY RESIDENTIAL (AFFORDABLE HOUSING) USES TO STRENGTHEN THE COMMERCIAL AND RESIDENTIAL SECTORS OF THE CITY OF AURORA.

2. DEFINING CHARACTER OF THE MASTER PLAN

DESCRIBE HOW YOUR PROPOSED MASTER PLAN WILL CREATE A UNIQUE COMMUNITY WITH A DEFINABLE CHARACTER AND SPECIAL "SENSE OF PLACE". WHAT FACILITIES, AMENITIES AND SPECIAL DESIGN FEATURES WILL SET IT APART IN THE MARKETPLACE FROM SIMILAR DEVELOPMENTS IN YOUR AREA?

THE PROPOSED MASTER PLAN INTENDS TO CREATE A UNIQUE MIX OF USES TO PROPERLY SERVE THE RESIDENTS OF THE SURROUNDING NEIGHBORHOODS VIA RETAIL SERVICES AND JOB OPPORTUNITIES IN ADDITION TO ADDITIONAL HOUSING OPTIONS IN THE NEIGHBORHOOD. THE MASTER PLAN WILL SERVE AS A CATALYST FOR FURTHER DEVELOPMENT IN THE SURROUNDING AREAS IN ORDER TO ACCOMMODATE ADDITIONAL USERS AND SERVICES FOR THE RESIDENTS OF THE SURROUNDING AREA, CLOSING THE GAP IN THE LACK OF SERVICES CURRENTLY AVAILABLE IN THE AREA.

3. ZONING CONFORMANCE.

DOES THE MASTER PLAN ACCURATELY REFLECT ADOPTED ZONE DISTRICT BOUNDARIES?

YES, THE MASTER PLAN ACCURATELY REFLECTS THE ADOPTED ZONING FOR THE DISTRICT BOUNDARIES

4. ADJUSTMENTS

DOES YOUR CURRENT DESIGN REQUIRE ANY ORDINANCE ADJUSTMENTS IN ORDER TO BE APPROVED? IF SO, LIST EACH PROPOSED ADJUSTMENT, AND ANSWER THE FOLLOWING QUESTIONS FOR EACH. (IF NO MASTER PLAN ADJUSTMENTS ARE LISTED AND APPROVED, WE WILL ALWAYS INTERPRET THE FINAL MASTER PLAN DOCUMENT TO MEAN THAT ALL CITY CODE REQUIREMENTS WILL BE MET OR EXCEEDED.)• WHAT ARE THE SPECIFIC SITE-RELATED CHARACTERISTICS OF YOUR SITE THAT HAVE LED TO THE ADJUSTMENT REQUEST? (DO NOT INCLUDE SELF-IMPOSED HARDSHIPS OR CONSTRAINTS AS A JUSTIFICATION. FINANCIAL CONSTRAINTS MAY BE CONSIDERED, BUT ONLY AS THEY RELATE TO UNUSUAL SITE CONDITIONS. DO NOT SIMPLY RESPOND THAT MEETING ALL DEVELOPMENT STANDARDS WOULD BE TOO COSTLY.) WHAT DESIGN ALTERNATIVES HAVE YOU CONSIDERED TO AVOID THE ADJUSTMENT? WHY WEREN'T THESE ALTERNATIVES CHOSEN? WHAT MEASURES HAVE BEEN TAKEN TO REDUCE THE SEVERITY OR EXTENT OF THE PROPOSED ADJUSTMENT? WHAT COMPENSATING INCREASES IN DESIGN STANDARDS HAVE YOU PROPOSED TO MITIGATE THE ADJUSTMENT'S IMPACT?

NONE AT THIS TIME.

5. POTENTIAL REGULATORY CONFLICTS.

ARE THERE ANY EXISTING OR POTENTIAL CONFLICTS BETWEEN MASTER PLAN DESIGN ORDINANCE REQUIREMENTS AND THE TERMS OF ANY EXISTING ANNEXATION AGREEMENTS OR AGREEMENTS WITH OTHER JURISDICTIONS OR INTEREST GROUPS? IF SO WHAT ARE THEY AND HOW YOU PROPOSE TO RESOLVE THEM?

NONE AT THIS TIME.

6. REQUIRED CITY FACILITIES:

WHAT ADDITIONAL CITY FACILITIES OR SERVICES WILL THE CITY OF AURORA HAVE TO PROVIDE IN ORDER FOR YOUR MASTER PLAN TO BE IMPLEMENTED? WHAT POLICE, FIRE, AND RECREATION FACILITIES ARE REQUIRED AND WHERE ARE THEY LOCATED (INSIDE OR OUTSIDE YOUR MASTER PLAN BOUNDARY.) TO WHAT EXTENT WILL YOUR DEVELOPMENT PLAN HELP TO FUND OR CONSTRUCT THESE FACILITIES?

NONE.

7. VEHICULAR CIRCULATION.

DO YOUR PROPOSED ARTERIAL AND COLLECTOR ROADWAYS ALIGN WITH THE ARTERIALS AND COLLECTORS OF ADJACENT PROPERTIES? DO YOUR ROADWAY CROSS SECTIONS MATCH ADJACENT CROSS SECTIONS? IF NOT, EXPLAIN WHY.

THE DEVELOPMENT WILL COMPLETE THE REMAINING ROW FOR NORFOLK STREET AND IMPROVE THE CROSS SECTION FOR A SEGMENT OF COLFAX AVENUE. THE INTERNAL PRIVATE STREETS ALIGN WITH THE ADJACENT ARTERIALS AND COLLECTOR STREETS.

8. PEDESTRIAN CIRCULATION.

DO OFF-STREET TRAILS ON YOUR SITE CONNECT WITH CONNECT WITH THOSE ON ADJACENT PROPERTIES. DO YOUR CROSS SECTIONS MATCH ADJACENT CROSS SECTIONS? IF NOT, EXPLAIN WHY.

CURRENT PEDESTRIAN CIRCULATION HAS A FEW CONNECTIONS TO THE HIGH LINE CANAL TRAIL IN THE AREA. THE APPLICANT IS WORKING WITH THE CITY AND CONSERVANCY ENHANCE CONNECTIVITY IN THE AREA THAT WILL PROVIDE ACCESS TO THE TRAIL AND SITE, PROVIDING A PEDESTRIAN CONNECTIONS NORTH OF NORFOLK STREET.

9. PROTECTION OF NATURAL FEATURES, RESOURCES AND SENSITIVE AREAS.

DESCRIBE HOW THE DEVELOPMENT WILL BE DESIGNED TO PROTECT, USE OR ENHANCE NATURAL RESOURCES AND FEATURES. IN PARTICULAR, DESCRIBE HOW THE DESIGN OF THE DEVELOPMENT WILL RESPOND TO:• WATER FEATURES, SUCH AS FLOODPLAINS, STREAMS, AND ARROYOS. • ADJACENT PARKS AND PUBLIC OPEN SPACE• HISTORIC OR ARCHAEOLOGICAL SITES• SIGNIFICANT VIEWS OF THE FRONT RANGE AND VIEWS FROM PUBLIC PARKS AND I-70 AND E-470 AND OTHER COLLECTOR AND ARTERIAL STREETS RIPARIAN WILDLIFE HABITAT THE APPROXIMATE TOPOGRAPHIC FORM OF MAJOR RIDGELINES AND SWALES NATURAL OR GEOLOGIC HAZARD AREAS, INCLUDING UNSTABLE SLOPES AND EXPANSIVE SOILS OTHER NATURAL FEATURES SUCH AS BLUFFS, RIDGES, STEEP SLOPES, STANDS OF MATURE TREES, ROCK OUTCROPPINGS, OR WETLANDS.

THE MASTER PLAN INTENDS TO PROTECT AND ENHANCE NATURAL RESOURCES IN THE AREA THROUGH A 25-FEET LANDSCAPING BUFFER ALONG THE NORTH SIDE OF THE SITE IN ORDER TO PROVIDE CONCEALMENT FOR RESIDENTS THAT USE THE HIGH LINE CANAL TRAIL IN ADDITION TO THE OVERALL LANDSCAPE REQUIREMENT THAT WILL GUIDE DEVELOPMENT.

10. NEIGHBORHOOD CONCEPT:

BRIEFLY DESCRIBE THE LOCATION OF YOUR INDIVIDUAL NEIGHBORHOODS. HOW HAVE YOU DEFINED THE BOUNDARIES FOR EACH NEIGHBORHOOD? HOW ARE THE ARCHITECTURAL STYLES AND OTHER DESIGN FEATURES DISTRIBUTED AMONG THE NEIGHBORHOODS? ARE THERE ANY STYLES OR OTHER DESIGN STANDARDS THAT ARE RESTRICTED TO SPECIFIC AREAS? ALSO FILL OUT URBAN DESIGN FORM F-2 TO MORE FULLY DESCRIBE THE SPECIAL STANDARDS AND CHARACTER OF EACH NEIGHBORHOOD.

PLEASE SEE FORM F-2 IN MASTER PLAN FOR FURTHER INFORMATION.

11. BLACK FOREST ORDINANCE

IS THE BLACK FOREST ORDINANCE APPLICABLE TO YOUR SITE? IF SO WHERE DO THE IMPACTED AREAS SHOW ON YOUR EXHIBITS, AND HOW WILL THE REQUIREMENTS OF THE ORDINANCE BE CARRIED OUT?

N/A

12. STEEP SLOPE STANDARDS

DOES YOUR DEVELOPMENT PLAN INCLUDE BUILDING ON AREAS WITH AN EXISTING SLOPE OF 6% OR GREATER? IF SO, WHAT STANDARDS AND DESIGN STRATEGIES HAVE YOU ADOPTED TO DEAL WITH DRAINAGE AND AESTHETIC ISSUES? HAVE YOU REVIEWED AND CONSIDERED OUR RECOMMENDED STEEP SLOPE DESIGN GUIDELINES? IF NOT, WHY?

NOT APPLICABLE. THERE ARE NO SLOPES THAT ARE 6% OR GREATER THROUGHOUT THE SITE

13. CONSULTATIONS WITH OUTSIDE JURISDICTIONS AND AGENCIES.

HAVE YOU CONSULTED WITH REPRESENTATIVES OF YOUR LOCAL SCHOOL DISTRICT, THE COLORADO DIVISION OF WILDLIFE, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, OR OTHER APPLICABLE LOCAL, STATE OR FEDERAL AGENCIES? IF SO, LIST THE DATES, CONTACT PERSON, AND RESULTS OF YOUR DISCUSSIONS. INCLUDE ANY LETTERS YOU'VE RECEIVED FROM THESE AGENCIES AS AN APPENDIX TO YOUR APPLICATION.

NOT AT THIS TIME.

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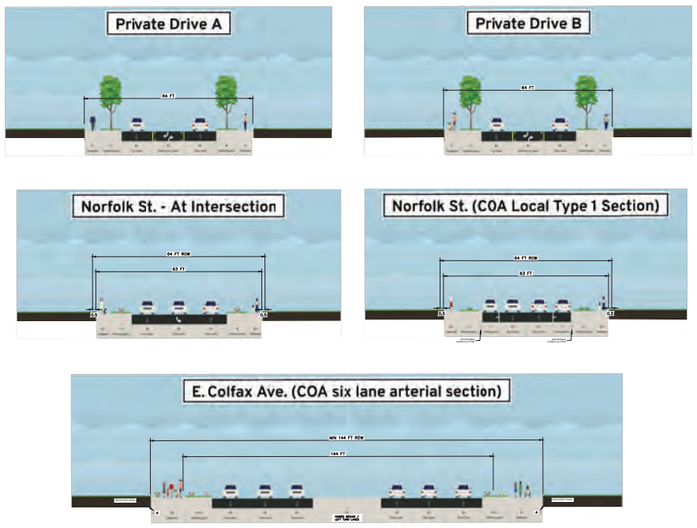
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SHEET TITLE:
NATURAL FEATURES MAP

TAB 8 - STREET HIERARCHY



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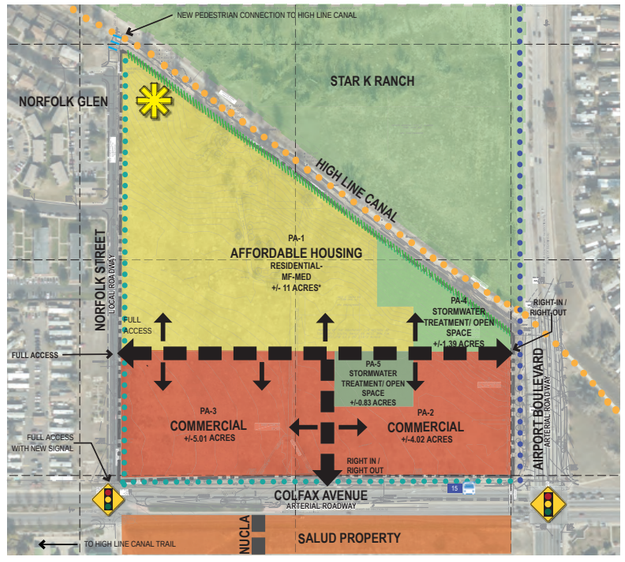
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SHEET TITLE:
STREET HIERARCHY

TAB 8 - LAND USE PLAN



LEGEND

- PRIMARY STREET
- PLANNING AREA BOUNDARY
- PROPOSED DETACHED SIDEWALK
- PROPOSED SPECIAL BUFFER (25')
- HIGH LINE CANAL TRAIL
- EXISTING DETACHED SIDEWALK
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- COMMUNITY ASSET AREA
- TRAIL CONNECTION
- TRANSIT STOP 15

PROJECT DESCRIPTION

STATION 60 IS APPROXIMATELY 24 TOTAL ACRES AND ZONED MIXED USE-CORRIDOR DISTRICT (MU-C) IN SUBAREA A. THE SITE IS LOCATED AT THE NORTHWEST CORNER OF COLFAX AVENUE AND AIRPORT ROAD AND HAS DIRECT ACCESS TO BOTH E. COLFAX AVENUE, N. AIRPORT BOULEVARD AND NORFOLK STREET VIA COLFAX AVENUE. THE CONCEPTUAL SITE PLAN PROPOSES 9.03 AC OF COMMERCIAL FOR THE SOUTHERN PARCELS AND 11 AC OF RESIDENTIAL MULTIFAMILY PLANNED TO BE AFFORDABLE HOUSING IN THE NORTHERN PARCEL.

STATION 60 WILL BE ANCHORED BY A QUIKTRIP ON THE EASTERN COMMERCIAL PARCEL. COMMERCIAL USES ARE PROPOSED FOR THE PARCELS NORTH AND WEST OF THE QUIKTRIP MAY INCLUDE RETAIL AND FAST FOOD USES. THE NORTHERN PARCEL PROPOSES RESIDENTIAL PLANNED TO BE AFFORDABLE HOUSING. ACCESS IS PROVIDED FROM AN INTERNAL PRIVATE STREET WITH ACCESS TO N. AIRPORT BOULEVARD AND NORFOLK STREET. THE HIGH LINE CANAL AND TRAIL IS LOCATED ALONG THE NORTHERN PROPERTY LINE OF THE SITE WHICH WILL INTEGRATE THE REQUIRED SPECIAL LANDSCAPE BUFFER. A FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL TRAIL IS PLANNED NORTH OF NORFOLK STREET, JUST WEST OF THE NORTH CORNER OF THE PA-1 TO PROVIDE DIRECT ACCESS TO THE HIGH LINE CANAL TRAIL.

FORM D: MP LAND USE MAP MATRIX ZONE

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE (IN DU'S OR SF)	G. ACTUAL PROPOSED MAXIMUM DENSITY (IN DU'S OR SF)	H. PHASING, DETAILS AND COMMENTS (INCLUDE PHASE NUMBER OR TRIGGERING EVENT)
1. FLOOD PLAIN AREAS			N/A				
2. REQUIRED LAND DEDICATION AREAS FOR PARKS, SCHOOLS, FIRE STATIONS, POLICE STATIONS, LIBRARIES			N/A			0.39 AC OF COMMUNITY PARK + 62 AC OF NEIGHBORHOOD PARK + 2.21 AC OF OPEN SPACE (ON SITE AND/OR CASH IN LIEU)	APPLICANT WILL MAKE A CASH-IN-LIEU PAYMENT TO THE CITY AT THE TIME OF RECORDATION OF FIRST SUBDIVISION PLAT
DEVELOPMENT AREAS BUSDINGS	PA-1	MF-MED RESIDENTIAL	+/- 11.00	N/A	N/A	219 DU *20.5 ACRES PROS OPEN SPACE MINIMUM TO BE DEFINED AT SITE PLANS	PHASE 1
	PA-2	COMMERCIAL	+/- 4.02				PHASE 2
	PA-3	COMMERCIAL	+/- 5.01				PHASE 2
	PA-4	STORM WATER TREATMENT/ OPEN SPACE	+/- 1.39				PHASE 1
	PA-5		+/- 0.83				PHASE 1
		PUBLIC & PRIVATE ROW	1.85				PHASE 1
4. TOTAL MAP ACREAGE (TOTAL FIGURES ABOVE)			24.1				
5. LESS 1/2 OF PERIMETER STREETS NOT OWNED BY APPLICANT			43 AC				
6. APPLICANTS ACREAGE LISTED IN APPLICATION (LINE 4 MINUS LINE 5)			23.67 AC				
7. TOTAL FLOOD PLAIN ACREAGE			N/A				
8. TOTAL ADJUSTED GROSS MP ACREAGE (LINE 4 MINUS LINE 7)			23.67 AC				

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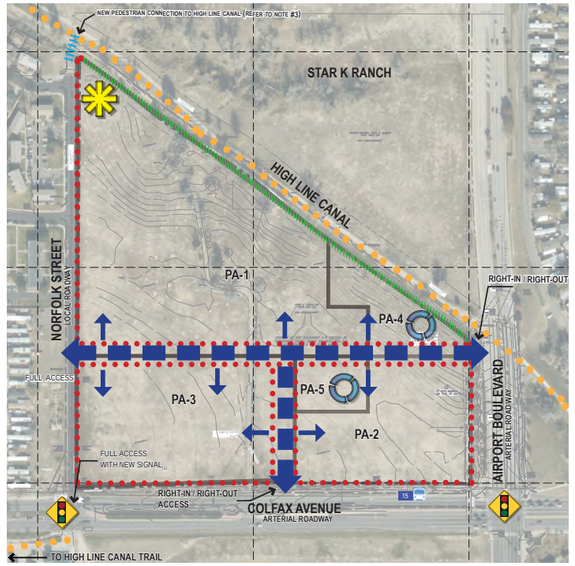
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SHEET TITLE:
LAND USE PLAN

TAB 9 - OPEN SPACE



NOTES
(1) TRAFFIC SIGNAL ESCROW APPLIES TO THIS LOCATION
(2) CLOSEST ACCESS TO HIGH LINE CANAL TRAIL FROM THIS POINT : 1/3 MILE

LEGEND

- PRIMARY STREET
- PEDESTRIAN CIRCULATION
- 25' LANDSCAPE BUFFER
- HIGH LINE CANAL TRAIL
- FUTURE HIGH LINE CANAL TRAIL CONNECTION
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- WATER QUALITY / DETENTION
- COMMUNITY ASSET AREA
- TRANSIT STOP 15

FORM J: PARKS, RECREATION, AND OPEN SPACE MATRIX

A. PLANNING AREA DESIGNATION (OR FEATURE IN AN AREA)	B. DESCRIPTION AND INVENTORY OF FACILITIES	C. TOTAL ACREAGE	D. PARKS DEPT. CREDITED ACREAGE	E. FINAL OWNERSHIP AND FACILITY FUNDING	F. TRIGGER FOR EACH PHASE
PA-1	COMMUNITY ASSET AREA (BENCH, TRASH RECEPTACLE AND PASSIVE LANDSCAPE)	0.5 AC	0.5 AC	PRIVATE, METRO DISTRICT OR HOA	COMPLETION OF PA-1
PA-1	HIGH LINE TRAIL CONNECTION LOCATED AT NORFOLK STREET CROSSING TO THE HIGH LINE CANAL	TBD	TBD	REFER TO NOTE 3	COMPLETION OF PA-1
PA-1	OPEN SPACE	ESTIMATED 3.2 AC	ESTIMATED 3.2 AC	PRIVATE, METRO DISTRICT OR HOA	PROVIDED ON-SITE OR IN-LIEU FEE AT THE COMPLETION OF PA-1
PA-4	WATER QUALITY/ DETENTION/ PASSIVE OPEN SPACE (BENCH AND LANDSCAPE)	1.39 AC	ESTIMATED 0.5 AC	PRIVATE	CONCURRENT WITH PA-1 AND PA-2
PA-5	WATER QUALITY/ DETENTION/ PASSIVE OPEN SPACE (BENCH AND LANDSCAPE)	0.83 AC	TBD	PRIVATE	CONCURRENT WITH PA-1 AND PA-2
TOTAL		5.92 AC	ESTIMATED 4.2 AC		

Director of Parks, Recreation, and Open Space

DATE:_____ SIGNATURE:_____

NOTES:

1. ANY DEFICIENCIES IN COMMUNITY PARK, NEIGHBORHOOD PARK AND OPEN SPACE REQUIREMENTS WILL BE PAID CASH-IN-LIEU.
2. DETENTION AREAS WHICH DO NOT DRAIN WITHIN 24 HOURS HAVE NOT BEEN INCLUDED IN TOTAL CREDITED ACREAGE.
3. HIGH LINE TRAIL CONNECTION IN PA-1 MAY BE A PEDESTRIAN BRIDGE, LOW WATER CROSSING OR OTHER CONNECTION DESIGN.
   - TRAIL CONNECTION DETAILS TO BE PROVIDED AT TIME OF THE CIVIL CONSTRUCTION PLANS.
   - IF THE PEDESTRAIN BRIDGE IS INSTALLED, THIS IS TO BE PROS OWNED AND MAINTAINED. IF NOT, THE FINAL OWNERSHIP AND MAINTENANCE TO BE DETERMINED AT CIVIL CONSTRUCTION PLANS.
   - THE DESIGN AND MATERIALS WILL MEET ALL OF PROS STANDARDS.
   - THIS FEATURE WILL NEED TO BE WITHIN A TRACT DEDICATED TO THE CITY THAT INCLUDES JUST THE CONNECTION. CLEAR ACCESS OR AN ON-SITE PUBLIC ACCESS EASEMENT MAY NEED TO BE PROVIDED TO ENSURE THAT PROS CAN ACCESS THIS FEATURE FOR MAINTENANCE.

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SHEET TITLE:
OPEN SPACE & CIRCULATION PLAN

TAB 10 - URBAN DESIGN STANDARDS

FORM F-1: URBAN DESIGN MATRIX		
SPECIAL URBAN DESIGN FEATURE	BRIEF DESCRIPTION OF THE FEATURE	LOCATION OF THE STANDARDS IN APPLICATION PACKAGE
1. ENTRY MONUMENT	ENTRY SIGNAGE WILL BE DEVELOPED TO COMPLEMENT THE ARCHITECTURAL CHARACTER FOUND IN THE FRONT RANGE AND MOUNTAIN WEST AS A UNIFYING IDENTIFICATION ELEMENT FOR STATION 60. ENTRY SIGNAGE WILL INTEGRATE A CONSISTENT DESIGN STYLE AND MATERIAL USAGE FOR THE SIGNAGE BASES. ENTRY SIGNAGE WILL BE LOCATED AT KEY ENTRIES AND CORNERS ALONG AIRPORT BOULEVARD AND COLFAX AVENUE. ALL SIGNAGE MUST COMPLY WITH SIGHT TRIANGLE CRITERIA PER THE COA UDO. MATERIALS: SIGNAGE AND MONUMENTATION WILL INTEGRATE MATERIALS SUCH AS STONE, STONE VENEER, INTEGRALLY COLORED MASONRY UNITS, CAST-IN-PLACE CONCRETE, PRECAST COLUMN CAPS, METAL ACCENTS, AND METAL PROJECT IDENTITY SIGN / LOGO. NATIONAL BRAND STANDARDS WILL BE PERMITTED BUT MUST COMPLY WITH UDO STANDARDS.	SEE FIGURE G: ENTRY SIGNAGE ON PAGE 11 OF THIS MASTER PLAN
2. RETAINING WALLS	THE SITE TOPOGRAPHY IS GENERALLY FLAT. RETAINING WALLS, WHERE REQUIRED, WILL BE DESIGNED TO ACHIEVE AESTHETIC AND FUNCTIONAL PURPOSES. RETAINING WALL ALIGNMENTS WILL COMPLEMENT THE ASSOCIATED ARCHITECTURAL TREATMENTS AND ALLOW FOR CLUSTERED FOREGROUND PLANTINGS TO BE INCORPORATED. THE FINAL DESIGN AND COMMITMENT TO THE ABOVEMENTIONED ELEMENTS WILL BE SUBJECT TO THE DETAILED DESIGN DEVELOPMENT DURING THE SITE PLAN PHASE OF THE PROJECT. MATERIALS: RETAINING WALLS SHALL BE CONSTRUCTED OF DECORATIVE MODULAR CONCRETE WALL BLOCKS, INTEGRALLY COLORED MASONRY UNITS, CAST-IN-PLACE CONCRETE OR DRY STACK STONE DEPENDING ON LOCATION. RAILING IS REQUIRED ON ALL RETAINING WALLS GREATER THAN 30".	SEE FIGURES K AND P: RETAINING WALL EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
3. FENCE AND PRIVACY WALLS	FENCING AND WALLS WILL BE OPTIONAL AND GENERALLY KEPT TO A MINIMUM. WASTE COLLECTION AND SERVICE AREAS WILL BE SCREENED AS REQUIRED BY THE CITY. ALL FENCING AND WALLS MUST COMPLY WITH SIGHT TRIANGLE CRITERIA PER THE COA UDO. MATERIALS: FENCING SHALL BE CONSTRUCTED OF NATURAL WOOD, COMPOSITE PRODUCTS OR METAL AND INCLUDE MASONRY COLUMNS ALONG COLLECTORS / ARTERIALS. MASONRY WALLS AND MASONRY COLUMNS SHALL BE CONSTRUCTED OF NATURAL OR CULTURED STONE, STUCCO, PRECAST CONCRETE, CAST-IN-PLACE CONCRETE, INTEGRALLY COLORED MASONRY UNITS OR DECORATIVE MODULAR MASONRY WALL BLOCK.	SEE FIGURE M: PRIVACY FENCE - RESIDENTIAL ON PAGE 11 OF THIS MASTER PLAN
4. LIGHTING STANDARDS	STREET LIGHTS IN PUBLIC ROW MUST MEET COA DRAFT LIGHTING STANDARDS FOR BOTH LUMINANCE AND FIXTURES. STREET LIGHTS ON PRIVATE STREETS SHALL MEET THE COA LIGHTING STANDARD BASED ON PHOTOMETRIC ANALYSIS. PEDESTRIAN, VEHICULAR AND ACCENT LIGHTING - PEDESTRIAN, VEHICULAR AND ACCENT LIGHT FIXTURES WILL BE INTEGRATED TO ENHANCE THE OVERALL USER EXPERIENCE. LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF AURORA STANDARDS.	SEE FIGURE L: COMMERCIAL LIGHTING EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
5. PAVING STANDARDS	COLORED CONCRETE PAVING SHALL OCCUR AT KEY LOCATIONS SUCH AS ENTRIES TO COMMERCIAL/RETAIL BUILDINGS AND KEY PEDESTRIAN AREAS IN THE COMMERCIAL/RETAIL AREAS. A LICENSE AGREEMENT IS REQUIRED FOR ANY SPECIAL PAVING IN PUBLIC ROW AND UTILITY EASEMENTS.	SEE FIGURE J: SITE PAVING EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
6. STREET FURNITURE	CONTEMPORARY STYLE SITE FURNISHINGS WILL BE INCORPORATED THROUGHOUT STATION 60. DISTINCTIVE BENCHES, TRASH RECEPTACLES AND BIKE RACK DESIGNS WILL BE SIMILAR TO REPRESENTATIVE IMAGES FOR THE PROJECT. SITE FURNISHINGS WILL BE USED IN SPECIAL AREAS AS APPROPRIATE TO CREATE CONTINUITY IN THE OVERALL CHARACTER. SPECIAL AREAS INCLUDE THE COMMUNITY ASSET AREA IN THE NORTHERN PLANNING AREA, ADJECENT TO THE TRAIL CONNECTION. SITE FURNISHINGS ARE NOT ALLOWED IN SIGHT TRIANGLE ZONES. MATERIALS: CONTEMPORARY METAL TRASH RECEPTACLES AND BENCHES, DECORATIVE CAST IRON TREE GRATES AND GUARDS AND BIKE RACKS COMPRISING OF CAST STEEL AND ALUMINUM.	SEE PAGE 10 OF THIS MASTER PLAN FOR SITE FURNISHINGS
7. SIGNAGE	FREESTANDING AND WALL MOUNTED SIGNAGE ALIGNING WITH THE TENANT'S BRANDED SIGN SYSTEM WILL OCCUR IN EACH PLANNING AREA WHILE BEING IN CONFORMANCE WITH THE CITY REQUIREMENTS. TENANT IDENTIFICATION SIGNAGE MAY BE LOCATED AT THE KEY ACCESS LOCATION ALONG AIRPORT BOULEVARD AND COLFAX AVENUE. WAYFINDING SIGNAGE MAY BE USED FOR DIRECTIONAL PURPOSES THROUGHOUT THE DEVELOPMENT. THIS SYSTEM WILL CONSIST OF SIGN FORMS AND MATERIALS THAT COMPLEMENT THE MATERIALS, COLORS AND IMAGERY AESTHETICS OF THE PROJECT.	SEE FIGURE H AND I COMMERCIAL SIGNAGE EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
8. SPECIAL NEIGHBORHOOD CONCEPTS	STATION 60 WILL INTEGRATE THE FOLLOWING SPECIAL FEATURES: * THE DEVELOPMENT WILL CONSTRUCT A NEW PEDESTRIAN CROSSING (BRIDGE, LOW WATER CROSSING OR OTHER CROSSING TYPE) AT NORFOLK STREET ADJECENT TO THE NORTHWEST CORNER OF PLANNING AREA 1 THAT WILL CONNECT TO THE HIGH LINE CANAL REGIONAL TRAIL. * A COMMUNITY ASSET AREA AT THE NORTHWEST CORNER OF THE SITE THAT WILL INCLUDE BENCHES, TRASH RECEPTICLES, WAYFINDING SIGNAGE, LANDSCAPE AREA, PET AND BIKE STATION WILL BE INSTALLED TO CONNECT THE SITE TO THE FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL REGIONAL TRAIL.	SEE FIGURE N FOR THE TRAIL CONNECTION AREA ON PAGE 11 OF THIS MASTER PLAN
9. SPECIAL FACILITIES AND STRUCTURES SUCH AS CLUBHOUSES AND OTHER RECREATIONAL FACILITIES	STATION 60 WILL INTEGRATE THE FOLLOWING SPECIAL FEATURES: * A POOL AND GATHERING SPACE WILL BE PROVIDED AS AN AMENITY TO THE RESIDENTS IN THE MULTIFAMILY PLANNING AREA (PA-1). * A COMMUNITY ASSET AREA AT THE NORTHWEST CORNER OF THE SITE ALONG NORFOLK STREET WILL BE INSTALLED AND IT WILL INCLUDE BENCHES, TRASH RECEPTACLE, WAYFINDING SIGNAGE, LANDSCAPE AREA, PET AND BIKE STATION. THIS AREA WILL CONNECT THE SITE TO THE FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL REGIONAL TRAIL.	SEE FIGURE O FOR THE COMMUNITY ASSET AREA EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
10. OTHER	N/A	


FIGURE A: PLANTERS


FIGURE B: TRASH RECEPTACLE


FIGURE C: TREE GUARD


FIGURE D: BICYCLE RACK


FIGURE E: BENCH



FIGURE F: TABLE CHAIR

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SHEET TITLE:
URBAN DESIGN STANDARDS

TAB 10 - URBAN DESIGN STANDARDS EXHIBIT

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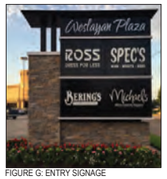


FIGURE G: ENTRY SIGNAGE


FIGURE H: COMMERCIAL SIGNAGE



FIGURE I: COMMERCIAL SIGNAGE


FIGURE J: SITE PAVING


FIGURE K: LANDSCAPE RETAINING WALL


FIGURE L: LIGHTING


FIGURE M: PRIVACY FENCE -RESIDENTIAL


FIGURE N: COMMUNITY ASSET AREA


FIGURE O: COMMUNITY ASSET AREA


FIGURE P: LANDSCAPE RETAINING WALL

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TAB 11 - LANDSCAPE STANDARDS

LANDSCAPE

THE LANDSCAPE FOR STATION 60 WILL ESTABLISH AN URBAN CONTEXT ORGANIZED BY A COHESIVE THEME AND CHARACTER THROUGHOUT THE PROPERTY. PLANT MATERIAL WILL BE BASED ON THE CITY OF AURORA APPROVED PLANT LIST AND CONTAIN A VARIETY OF SPECIES THAT WILL THRIVE IN AN URBAN SETTING AND PROVIDE YEAR-ROUND INTEREST. ALL PROPOSED LANDSCAPE SHALL ADHERE TO THE CITY OF AURORA LANDSCAPE UNIFIED DEVELOPMENT ORDINANCE (UDO) AND RELATED LANDSCAPING REQUIREMENTS UNLESS AN ADJUSTMENT IS REQUESTED.

THE LANDSCAPE WILL BRING THE SITE TOGETHER WITH ELEMENTS TO COMPLIMENT COMMERCIAL AND RESIDENTIAL USES. THE LANDSCAPE PLANT PALETTE WILL CONSIST OF PLANT MATERIAL WITH A VARIETY OF COLORS, TEXTURES AND FORMS THAT WILL PROVIDE AN ATTRACTIVE, MULTI-SEASON LANDSCAPE THAT IS DURABLE AND EASY TO MAINTAIN. THE LANDSCAPE WILL RESPOND TO THE SITE ARCHITECTURE, OPEN SPACES AND TECHNICAL FEATURES SUCH AS PARKING, UTILITIES, SIGNAGE AND SIGHT LINES. THE LANDSCAPE WILL ACCENTUATE GATHERING AREAS, ENTRY AREAS AND HIGHLIGHT KEY VIEWS THROUGHOUT THE SITE.

STREETSCAPE

INTENT

- TO CREATE AN ATTRACTIVE AND VIBRANT URBAN STREETSCAPE EDGE AND CENTRAL CORRIDOR TO THE DEVELOPMENT WHILE ACCOMMODATING VEHICULAR AND PEDESTRIAN CIRCULATION THROUGHOUT THE SITE
- TO PROVIDE A SAFE, CONVENIENT AND COMFORTABLE CIRCULATION SYSTEM INTERNAL TO THE SITE THAT WILL ENHANCE THE SITE.

DESIGN GUIDELINES

- CLEAR PEDESTRIAN PATHS SHALL BE INTEGRATED INTO THE STREETSCAPE IN ORDER TO CREATE A CONTINUOUS AND ACCESSIBLE WALKWAY FOR SAFETY AND CONVENIENCE.
- STREET TREE SPECIES SHALL BE SELECTED AND PLANTED SO AS TO CREATE A RHYTHM ALONG THE STREET WHILE MAINTAINING SPECIES DIVERSITY AND MULTI-SEASON INTEREST. TREES MAY BE ACCENTED BY LANDSCAPE LIGHTING IN KEY AREAS.
- ALL TREES WITHIN THE STREETSCAPE SHALL BE DECIDUOUS TREES SELECTED FOR TOLERANCE TO URBAN CONDITIONS AND ATTRACTIVE FEATURES. TREES SHALL BE LOCATED IN OPEN PLANTING BEDS, RAISED PLANTERS OR CURBSIDE LANDSCAPING AND SPACED A MAXIMUM OF 35' ON CENTER (O.C.). TREES SHALL BE A MINIMUM OF 2.5" CALIPER AT THE TIME OF INSTALLATION.
- HARDSCAPE MATERIALS AND PAVING PATTERNS WITHIN THE STREETSCAPE SHALL BE CONSISTENT AND RELATE TO THE SURROUNDING ARCHITECTURAL PATTERNS AND TEXTURES. THESE MATERIALS INCLUDE COLORED CONCRETE, STAMPED ASPHALT, STAMPED CONCRETE AND/OR PAVERS.
- SITE AMENITIES, INCLUDING BENCHES, BICYCLE PARKING, AND TRASH RECEPTACLES, SHALL BE LOCATED AT INTERVALS ALONG THE STREETSCAPE AND IN KEY AREAS TO ENCOURAGE STREETSCAPE ACTIVATION.
- PEDESTRIAN AND STREET LIGHTING FIXTURES SHALL BE INCORPORATED TO ENHANCE THE PEDESTRIAN EXPERIENCE AND CREATE A SAFE AND WELCOMING ENVIRONMENT. LED LIGHTING WITH A FIXTURE AND POLE STYLE THAT RELATES TO THE PROJECT'S ARCHITECTURE AND SITE FURNISHINGS SHALL BE INCORPORATED IN THE PROPOSED DEVELOPMENT.
- ALL SERVICE AREAS, TRASH BINS, DELIVERY AREAS AND MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE PUBLIC RIGHT-OF-WAY.
- ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10.

PARKING

INTENT

- TO CREATE EFFICIENT SURFACE PARKING LOTS WITH WELL-IDENTIFIED ACCESS AND MINIMAL VISUAL IMPACT TO THE SURROUNDING SITE AND NEIGHBORHOOD.

DESIGN GUIDELINES

- PARKING LOTS ADJACENT TO BUILDINGS MUST PROVIDE A MINIMUM 5' OF UNOBSTRUCTED WALKING AREA.
- ALL OFF-STREET PARKING WILL HAVE LANDSCAPE AND REQUIRED SCREENING PER THE CURRENT UDO STANDARDS FROM PUBLIC VIEW AND ADJACENT USES, WHERE APPLICABLE.

FORM G: LANDSCAPE STANDARDS MATRIX		
LANDSCAPE ITEM	BRIEF DESCRIPTION OF THE FEATURES	LOCATION OF THE STANDARDS IN THE APPLICATION PACKAGE
1. OVERALL LANDSCAPE CONCEPT AND PALETTE OF PLANT MATERIALS USED TO CARRY IT OUT.	*THE LANDSCAPE FOR STATION 60 SHALL BE OF A COHESIVE THEME AND CHARACTER THROUGHOUT THE SITE. SELECTION OF PLANT MATERIAL WILL BE BASED ON THE CITY OF AURORA APPROVED PLANT LIST AND CONTAIN A VARIETY OF SPECIES THAT WILL THRIVE IN AN URBAN SETTING AND PROVIDE YEAR-ROUND INTEREST. ALL PROPOSED LANDSCAPE SHALL ADHERE TO THE CITY OF AURORA UDO AND RELATED LANDSCAPING REQUIREMENTS UNLESS AN ADJUSTMENT IS REQUESTED.* *THE LANDSCAPE TREATMENT WILL ACT AS A COHESIVE ELEMENT THAT TIES THE SITE TOGETHER. THE LANDSCAPE PLANT PALETTE WILL CONSIST OF PLANT MATERIAL WITH A VARIETY OF COLORS, TEXTURES AND FORMS THAT WILL PROVIDE AN ATTRACTIVE, MULTI-SEASON LANDSCAPE THAT IS DURABLE AND EASY TO MAINTAIN. THE LANDSCAPE WILL RESPOND TO THE SITE ARCHITECTURE, OPEN SPACES AND TECHNICAL FEATURES SUCH AS PARKING, UTILITIES, SIGNAGE AND SIGHT LINES. THE LANDSCAPE WILL ACCENTUATE GATHERING AREAS, ENTRY AREAS AND HIGHLIGHT KEY VIEWS THROUGHOUT THE SITE.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND THE RESIDENTIAL PLANNING AREAS OF THIS MASTER PLAN
2. LANDSCAPE DESIGN AT ENTRY MONUMENTATION AND KEY ENTRY POINTS	*LANDSCAPING FOR ENTRY MONUMENTATION AND KEY ENTRY POINTS SHALL MEET APPLICABLE CITY STANDARDS. PLANT MATERIAL SHALL BE CONSISTENT WITH THE REST OF THE DEVELOPMENT.*	SEE FIGURE D: COMMERCIAL LANDSCAPE ENTRANCE ON PAGE 13 OF THE LANDSCAPE STANDARD EXHIBITS.
3. LANDSCAPE STANDARDS ALONG E-470	NA.	N/A
4. LANDSCAPE STANDARDS ALONG ARTERIAL AND COLLECTOR ROADS	*ALL LANDSCAPING STANDARDS WILL CONFORM TO DESIGN STANDARDS FOR THE CITY OF AURORA LANDSCAPE STANDARDS.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND THE LIGHT INDUSTRIAL SITES OF THIS MASTER PLAN
5. LANDSCAPE STANDARDS ALONG LOCAL ROADWAYS	*ROADWAY LANDSCAPING SHALL MEET APPLICABLE CITY STANDARDS.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND RESIDENTIAL PLANNING AREAS OF THIS MASTER PLAN
6. LANDSCAPE STANDARDS IN COMMERCIAL AND PUBLIC GATHERING AREAS. (TREE GRATES & PROTECTORS, PLANTERS, FLOWER BEDS, SCREENING AT PARKING LOTS, ETC.)	*BUILDING PERIMETER LANDSCAPING SHALL MEET APPLICABLE CITY STANDARDS.*	SEE FIGURE K: PLANTERS AND FIGURE C: TREE GUARD ON PAGE 10 OF THIS MASTER PLAN
7. LANDSCAPE STANDARDS AT DETENTION/ RETENTION PONDS AND WATER FEATURES	*LANDSCAPING OF DETENTION/RETENTION PONDS SHALL MEET APPLICABLE CITY STANDARDS.*	SEE FIGURE A: COMMERCIAL PLANTERS ON PAGE 12 FOR EXAMPLES OF PLANTERS ALONG DETENTION / RETENTION PONDS.
8. LANDSCAPE BUFFERS AT PARKS, OPEN SPACE, AND DRAINAGE	*LANDSCAPING AT LANDSCAPE BUFFERS AT PARKS, OPEN SPACE AND DRAINAGE AREAS SHALL MEET APPLICABLE CITY STANDARDS.*	REFER TO THE OPEN SPACE EXHIBIT ON SHEET 9 FOR THE SPECIAL LANDSCAPE BUFFER
9. SPECIAL STANDARDS AT RESIDENTIAL LOTS. (IF RESIDENTIAL BACKYARDS BORDER OPEN SPACE OR PARKS, INDICATE SPECIAL STANDARDS.)	NA.	N/A
10. LANDSCAPE INTEGRATION AT RETAINING WALLS	PLANTING AT RETAINING WALLS WILL CONSIST MAINLY OF SHRUB OR PERENNIAL BEDS WITH NATIVE GRASS STANDS WHERE RETAINING REQUIREMENTS EXCEED 4 FEET IN HEIGHT. WALLS WILL BE SEPARATED INTO MULTIPLE TERRACES WITH A MINIMUM PLANTING ZONE OF 5 FEET BETWEEN WALLS WHERE APPROPRIATE.	SEE FIGURE K & P: RETAINING WALL EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
11. LANDSCAPE STANDARDS AT SPECIAL FACILITIES	*LANDSCAPE STANDARDS WILL MEET APPROPRIATE CITY STANDARDS. SPECIAL FACILITIES INCLUDE THE COMMUNITY ASSET AREA AND THE ON-SITE OUTDOOR AREA.*	SEE FIGURE N & O FOR THE COMMUNITY ASSET AREA EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
12. BUFFER AND SETBACK EXEMPTIONS FOR TRADITIONAL STREET FRONTAGES	NA.	N/A

NOTES:
THE DESIGN STANDARDS LISTED IN THIS MATRIX IMPLEMENT THE DESIGN THEMES OF THE MASTER PLAN AND ARE INTENDED TO MEET AND/OR EXCEED THE CURRENT STANDARDS PROVIDED BY THE UNIFIED DEVELOPMENT ORDINANCE. ALL THE PHOTOS AND ILLUSTRATIONS REFERENCED BY THIS MATRIX ARE REPRESENTATIVE OF THE LEVEL OF DESIGN QUALITY REQUIRED BY THIS MASTER PLAN. FINAL DESIGNS TO BE SUBMITTED AT THE SITE PLAN LEVEL WILL NOT NECESSARILY DUPLICATE THE EXACT ILLUSTRATIONS, BUT WILL CONTAIN THE SAME THEMES AS SHOWN, AND WILL BE AT THE SAME OR HIGHER LEVEL OF DESIGN QUALITY AND DETAIL.

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SHEET TITLE:
LANDSCAPE STANDARDS

TAB 11 - LANDSCAPE STANDARDS EXHIBIT

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FIGURE A: COMMERCIAL PLANTERS


FIGURE B: COMMERCIAL WALKWAY



FIGURE C: COMMERCIAL PARKING LANDSCAPE


FIGURE D: COMMERCIAL LANDSCAPE ENTRANCE


FIGURE E: RESIDENTIAL LANDSCAPE BUFFER



FIGURE F: MULTIFAMILY ENTRANCE


FIGURE G: RESIDENTIAL PERIMETER


FIGURE H: RESIDENTIAL WALKWAY


FIGURE I: RESIDENTIAL LANDSCAPE


FIGURE J: URBAN STREETSCAPE RESIDENTIAL

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SHEET TITLE:
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TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN

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ARCHITECTURE

STATION 60 IS PROPOSED TO BE A MIXED-USE DEVELOPMENT CONSISTING OF RETAIL, COMMERCIAL, AND MULTIFAMILY AFFORDABLE HOUSING RESIDENTIAL USES. THESE DESIGN GUIDELINES OUTLINE THE ELEMENTS THAT SHALL BE THE BASIS FOR INDIVIDUAL BUILDING DESIGN THROUGHOUT STATION 60 IN ORDER TO ENSURE CONSISTENCY OF QUALITY AND CHARACTER THROUGHOUT THE DEVELOPMENT. THE GUIDELINES ARE INTENDED TO PROMOTE CONSISTENCY AND A SENSE OF PLACE WHILE BEING FLEXIBLE ENOUGH TO ALLOW ENOUGH DIVERSITY AND VARIETY TO CREATE A VIBRANT, UNIQUE BUILT ENVIRONMENT. ALL DEVELOPMENT WITHIN STATION 60 SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE CITY OF AURORA UDO.

INTENT

THE INTENT OF THESE GUIDELINES IS TO COMMUNICATE HOW THE DIFFERENT GOVERNING STANDARDS HAVE BEEN ADDRESSED AND INTEGRATED INTO THE DESIGN FABRIC OF THIS DEVELOPMENT:

- TO ENHANCE THE MIXTURE OF LAND USES
- TO PROVIDE VISUAL INTEREST ALONG ALL STREETS AND AN ENHANCED PEDESTRIAN EXPERIENCE THROUGH A COMPLEMENTARY USE OF BUILDING, STREETSCAPE AND LANDSCAPE MATERIALS UNIFIED BY A CONTEMPORARY DESIGN VOCABULARY
- TO SUPPORT COMFORTABLE PUBLIC SPACES WITH APPROPRIATELY SCALED BUILDINGS AND STREETS
- TO SCREEN ALL ROOFTOP EQUIPMENT AND GROUND FLOOR SERVICES, SUCH AS TRASH STORAGE AND UTILITIES, FROM HIGHLY VISIBLE RIGHTS-OF-WAY TO PREVENT VISUAL CLUTTER
- AFFORDABLE HOUSING ALLOWS FOR THE COLLECTION OF CODE ALTERNATIVES PER THE UDO.

GENERAL GUIDELINES

- ECO-FRIENDLY, HIGHLY-DURABLE BUILDING MATERIALS THAT ARE APPROPRIATE FOR THE LOCAL CLIMATE AND REDUCE ENERGY CONSUMPTION WILL BE USED WHEN POSSIBLE
- EACH BUILDING MASS WILL HAVE A PREDOMINANT MATERIALITY WHILE INCORPORATING COMPLEMENTARY SURFACES, FORMS AND COLORS WITHIN THE OVERALL BUILDING MASS AND ALONG EACH FAÇADE
- THE SITE AND BUILDING DESIGN SHOULD ACTIVATE STREETS AND PEDESTRIAN ZONES BY EMPLOYING PEDESTRIAN SCALE DESIGN FOR SAFE CIRCULATION AND INVITING PUBLIC SPACES LIKE PARKS AND PLAZAS.
- BUILDING DESIGN, INCLUDING ARTICULATION AND MATERIALS SHALL CONTINUE ON ALL SIDES, INCLUDING AREAS DEEMED "BACK OF HOUSE"; TRANSITIONS BETWEEN MATERIALS WILL OCCUR AT A PLANAR CHANGE OR OFFSET

SCREENING

MECHANICAL SYSTEMS SCREENING

- SCREENING OF ROOFTOP BUILDING SYSTEMS IS INTEGRAL TO THE BUILDING ARCHITECTURE IN TERMS OF FORM AND MATERIAL.
- ALL MECHANICAL AND ELECTRICAL SYSTEMS WILL BE SCREENED FROM VIEW OF SURROUNDING PUBLIC RIGHT-OF-WAYS.

TRASH & RECYCLING

- EXTERIOR TRASH DUMPSTERS WHERE REQUIRED WILL BE LOCATED WITHIN WALLED AND GATED ENCLOSURES AND PLACED ON A CONCRETE SLAB AND FULLY SCREENED FROM VIEW. THE ENCLOSURE WILL INCORPORATE THE SAME FINISH MATERIALS AS ADJACENT ARCHITECTURE. THE ENCLOSURE WILL BE SECURABLE AND 7' HIGH. THE ENCLOSURES WILL BE SURROUNDED BY A RAISED CONCRETE CURB OR PLANTING AREA SUFFICIENT IN WIDTH TO PROTECT THEM FROM VEHICLE CONTACT.

COLOR

THE FOCUS OF THE BUILDING SHOULD BE NATURAL IN TONE AND TEXTURE WITH THE USE OF COLOR TO HIGHLIGHT FORMS AND CREATE VISUAL APPEAL. HIGHLY SATURATED OR FLUORESCENT COLORS ARE ONLY ALLOWED AS ACCENTS AND ARE ENCOURAGED TO RELATE TO THE PROJECT COMMERCIAL AND RESIDENTIAL IMAGE ON SHEET 16.

FORM H: ARCHITECTURAL DESIGN STANDARDS MATRIX

LAND USE	ARCHITECTURAL DESIGN STANDARDS	BRIEF DESCRIPTION OF THE FEATURE	LOCATION OF THE STANDARDS IN APPLICATION PACKAGE
COMMERCIAL DESIGN	COMMERCIAL MATERIALS PALETTE	MATERIALS ARE ORGANIZED IN PRIMARY AND SECONDARY MATERIALS PER FAÇADE LOCATION. PRIMARY MATERIALS MAY BE USED WITHOUT LIMITS INCLUDING: BRICK, STONE, STUCCO, CAST STONE, CERAMIC, TILE, AND GLASS. EIFS, STEEL OR OTHER METAL MATERIAL MAY BE UTILIZED AS AN ACCENT MATERIAL. BUILDING MATERIALS WILL COMPLY WITH COA STANDARDS.	SEE FIGURE E: COMMERCIAL MATERIALS PALETTE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL COLOR PALETTE	COLOR PALETTE TO INCLUDE EARTH TONES. INDIGENOUS TO THE REGION RESULTING IN A COHESIVE UNIFIED THEME THROUGHOUT THE DEVELOPMENT. BRIGHT OR FLUORESCENT COLORS SHALL BE USED AS A SECONDARY COLOR ONLY AND MAY NOT EXCEED 10% OF EACH FAÇADE.	SEE FIGURE C: COMMERCIAL COLOR PALETTE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL ARCHITECTURAL STYLES	THE INTENT FOR THE STYLE IS A CONTEMPORARY DESIGN WITH MID-MODERN INFLUENCES. THE ARCHITECTURE SHALL MATCH THE LANDSCAPE IN ITS RECLINED AND CRISP EDGES FOR A BALANCED COLLECTION OF GEOMETRIC FORMS. ELEMENTS OF THE DESIGN THEME THAT WILL BRING COHESION TO THE OVERALL DEVELOPMENT INCLUDES THE USE OF NATURAL MATERIALS.	SEE FIGURE B: COMMERCIAL FACADE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL ARCHITECTURAL FEATURES	RETAIL ARCHITECTURAL FEATURES SHALL CREATE A VARIETY OF VISUAL CALIBER THROUGH THE USE OF MATERIALS, DETAILS, AND LASTING FINISHES. BUILDINGS SHALL RELATE TO THE HUMAN SCALE THROUGH THE USE OF DETAILED QUALITY MATERIALS. FEATURES MAY INCLUDE HIGHLIGHTING ENTRIES TO BUILDINGS WITH ARCHITECTURAL TREATMENTS, VARIED HEIGHTS IN PARAPETS, MATERIAL CHANGES AT CHANGES IN PLANE, FALSE WINDOWS AND DOOR OPENINGS WHEN THE BUILDING USE WARRANTS.	SEE FIGURE C: COMMERCIAL CORNER ON PAGE 16 OF THIS MASTER PLAN
RESIDENTIAL DESIGN	RESIDENTIAL MATERIALS PALETTE	MATERIALS ARE ORGANIZED IN PRIMARY AND SECONDARY MATERIALS PER FAÇADE LOCATION. PRIMARY MATERIALS MAY BE USED WITHOUT LIMITS INCLUDING: BRICK, STONE, STUCCO, CAST STONE, CERAMIC, TILE, CEMENTITIOUS FIBER CLAPBOARD AND PANEL SIDING AND GLASS. STEEL, EIFS, OR OTHER METAL MATERIAL MAY BE UTILIZED AS AN ACCENT. BUILDING MATERIALS WILL COMPLY WITH COA STANDARDS.	SEE FIGURE H: RESIDENTIAL MATERIAL PALETTE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL COLOR PALETTE	COLOR PALETTE TO INCLUDE EARTH TONES. INDIGENOUS TO THE REGION RESULTING IN A COHESIVE UNIFIED THEME THROUGHOUT THE DEVELOPMENT. BRIGHT OR FLUORESCENT COLORS SHALL NOT BE USED AS THE PREDOMINANT COLOR ON ANY WALL OR ROOF OF ANY PRIMARY STRUCTURE. BRIGHT/FLUORESCENT COLORS SHALL BE USED AS A SECONDARY COLOR AND MAY NOT EXCEED 10% OF EACH FAÇADE.	SEE FIGURE F: RESIDENTIAL FAÇADE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL ARCHITECTURAL STYLES	THE INTENT FOR THE STYLE IS A CONTEMPORARY DESIGN WITH MID-MODERN INFLUENCES. THE ARCHITECTURE SHALL MATCH THE LANDSCAPE IN ITS RECLINED AND CRISP EDGES FOR A BALANCED COLLECTION OF GEOMETRIC FORMS. ELEMENTS OF THE DESIGN THEME THAT WILL BRING COHESION TO THE OVERALL DEVELOPMENT INCLUDES THE USE OF NATURAL MATERIALS	SEE FIGURE H: RESIDENTIAL MATERIAL PALETTE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL ARCHITECTURAL FEATURES	FEATURES MAY INCLUDE HIGHLIGHTING ENTRIES TO BUILDINGS WITH ARCHITECTURAL TREATMENTS, VARIED HEIGHTS IN PARAPETS, MATERIAL CHANGES IN PLANE, AND BALCONIES WHEN USED.	SEE FIGURE G: RESIDENTIAL FAÇADE ON PAGE 16 OF THIS MASTER PLAN

NOTES:
THE DESIGN STANDARDS LISTED IN THIS MATRIX IMPLEMENT THE DESIGN THEMES OF THE MASTER PLAN AND ARE INTENDED TO MEET AND/OR EXCEED THE CURRENT STANDARDS PROVIDED BY THE UNIFIED DEVELOPMENT ORDINANCE. ALL THE PHOTOS AND ILLUSTRATIONS REFERENCED BY THIS MATRIX ARE REPRESENTATIVE OF THE LEVEL OF DESIGN QUALITY REQUIRED BY THIS MASTER PLAN. FINAL DESIGNS TO BE SUBMITTED AT THE SITE PLAN LEVEL WILL NOT NECESSARILY DUPLICATE THE EXACT ILLUSTRATIONS, BUT WILL CONTAIN THE SAME THEMES AS SHOWN, AND WILL BE AT THE SAME OR HIGHER LEVEL OF DESIGN QUALITY AND DETAIL.

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ARCHITECTURAL STANDARDS

TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN

BUILDING MATERIALS

- THE FOCUS OF THE BUILDING SHALL BE NATURAL IN TONE AND TEXTURE WITH THE USE OF COLOR TO HIGHLIGHT FORMS AND CREATE VISUAL APPEAL.
- HIGHLY SATURATED OR FLUORESCENT COLORS ARE ALLOWED AS ACCENTS AND ARE ENCOURAGED TO RELATE TO THE PROJECT BRANDING.
- ACCENT MATERIALS MAY INCLUDE CEMENT FIBER BOARD, PHENOLIC WOOD, COMPOSITE WOOD, METAL PANEL, AND OTHER TROWELED OR PAINTED PRODUCTS, OR OTHER DURABLE MATERIALS.

FOUR-SIDED BUILDING DESIGN

- EVERY BUILDING WILL BE CONSIDERED TO HAVE A FRONT (PRIMARY) FACADE, A SIDE (SECONDARY) AND A REAR (MINOR) FACADE ELEVATION.
- ARCHITECTURAL DESIGN SHALL BE CONSIDERED ON ALL SIDES OF THE BUILDING TO LIMIT LONG PLAIN BLANK WALLS.
- PRIMARY BUILDING ENTRANCES SHALL BE HIGHLIGHTED IN THE DESIGN AND FACE PUBLIC RIGHTS-OF-WAYS, OR THE DEFINED PEDESTRIAN REALM OF A LARGER SITE.
- MINOR BUILDING ELEVATIONS MUST INCLUDE SCALING ELEMENTS AS DESCRIBED UNDER MASSING AND ARTICULATION, MATERIAL CHANGES AND COLOR CHANGES.

MASSING AND ARTICULATION

WHERE LOCATED WITHIN THE PUBLIC REALM, ARCHITECTURAL ELEMENTS AND TECHNIQUES SHALL BE UTILIZED TO REDUCE THE APPARENT MASSING AND SCALE OF BUILDINGS. A COMBINATION OF THESE TECHNIQUES, OR ALTERNATIVE TECHNIQUES THAT MEET THE INTENT OF THESE STANDARDS, AS APPROVED BY THE CITY OF AURORA, MAY BE UTILIZED WHEN ONLY A PORTION OF A FACADE WALL OR SURFACE IS LOCATED WITHIN THE PUBLIC REALM. THE PUBLIC REALM IS DEFINED AS IN DIRECT VIEW FROM STREETS (BOTH PUBLIC AND PRIVATE) AND KEY PEDESTRIAN CORRIDORS. THE BUILDING WILL BE A MAXIMUM OF 250' IN LENGTH PER THE REQUESTED ADJUSTMENT.

- BUILDINGS SHALL INCORPORATE CREATIVE MANIPULATION OF THE BUILDING FORM TO REDUCE THE OVERALL MASS OF THE STRUCTURE AND BREAK UP LONG, FLAT WALLS. COLOR CHANGE, MATERIAL CHANGE, PLANE CHANGE ANOTHER SHADOW-PRODUCING ELEMENTS ARE ALL ACCEPTABLE MEANS OF ARTICULATION.
- HORIZONTAL ARTICULATION - THE BUILDING SHOULD BE HORIZONTALLY ARTICULATED EVERY 50 FEET THROUGH ONE OF THE FOLLOWING: A CHANGE IN MATERIAL OR COLOR, HORIZONTAL OFF SET OR PROJECTION, CHANGE IN FENESTRATION PATTERN, ROOF HEIGHT OR FORM, OR A NOTCH IN THE WALL.
- VERTICAL ARTICULATION – MULTISTORY BUILDINGS SHALL ADDRESS A PEDESTRIAN SCALE BY ADDRESSING THE BASE OF THE BUILDING DIFFERENTLY FROM THE BODY OF THE BUILDING IN COLOR, MATERIAL AND DETAIL. THE BUILDING SHALL ALSO ADDRESS THE NEIGHBORHOOD OR DISTRICT SCALE BY DISTINGUISHING THE UPPERMOST PORTIONS OF THE BUILDING FROM THE BODY.

A. VARIATIONS IN WALL ARTICULATION. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- THE BUILDING FACADE SHALL INCORPORATE AT LEAST TWO (2) DISTINCT PLANES, SEPARATED BY AT LEAST SIX (6) INCHES OF HORIZONTAL DIMENSION;
- AN INDIVIDUAL FACADE PLANE SHALL COVER NO MORE THAN SIXTY PERCENT (60%) OF THE TOTAL FACADE SURFACE AREA; AND

B. USE OF ARCHITECTURAL COLUMNS OR PILASTERS. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- THE BUILDING FACADE SHALL INCORPORATE AT LEAST FOUR (4) DISTINCT COLUMNS OR PILASTERS, AT LEAST EIGHTEEN (18) INCHES WIDE;
- THE COLUMNS OR PILASTERS, AS MEASURED TOGETHER, SHALL COVER AT LEAST TWENTY PERCENT (20%) OF THE TOTAL FACADE SURFACE AREA; AND
- THE COLUMNS OR PILASTERS SHALL BE CONSTRUCTED WITH A DIFFERENT AND DISTINCT FINISH MATERIAL FROM THE MAIN FACADE FINISH MATERIAL AND/OR THROUGH REVEAL PATTERNS AND DIFF ERENTIATION IN PAINT COLOR.

C. USE OF ARCHITECTURAL FENESTRATION, SUCH AS WINDOWS, CLERESTORY WINDOWS, DOORS OR OTHER OPENINGS IN THE WALL SURFACE. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- AT LEAST FIVE PERCENT (5%) OF THE TOTAL FACADE SURFACE AREA SHALL INCORPORATE ARCHITECTURAL FENESTRATION (OR AN OPENING THROUGH THE WALL).

MATERIALS

EXTERIOR FACADE MATERIALS AND COLORS SHALL BE AESTHETICALLY PLEASING, OF A QUALITY, REQUIRE LOW MAINTENANCE AND BE COMPATIBLE WITH OTHER STRUCTURES WITHIN THE DEVELOPMENT.

A. FACADES SHALL INCORPORATE AT LEAST THREE (3) DIFFERENT AND DISTINCT FACADE FINISH MATERIALS, FOR THE PURPOSE OF REDUCING THE APPARENT MASSING AND SCALE OF BUILDINGS.
B. GLASS, WHEN USED FOR WINDOW APPLICATIONS OR CURTAIN WALLS, WILL BE COUNTED AS AN ACCEPTABLE FINISH MATERIAL FOR PURPOSES OF THIS STANDARD.
C. ALTERNATIVE COLOR OR MATERIAL APPLICATIONS THAT MEET THE INTENT OF THESE STANDARDS.
D. THE USE OF SUBDUED COLORS TYPICAL OF THE MUTED NATIVE GRASSES, WOODS, LAKES AND PONDS, ROCKS AND SOILS, AND SUN AND SKY OF THE HIGH COLORADO PLAINS AND NATURAL SETTING ARE TO BE USED AS PRIMARY BUILDING COLORS. COLORS OR MATERIALS CONSIDERED TO BE BOLD, BRASH, REFLECTIVE, INTENSE, FLUORESCENT OR METALLIC SHALL NOT BE USED UNLESS OTHERWISE APPROVED IN WRITING FOR A SPECIFIC AND LIMITED PURPOSE.
E. ACCENT AND TRIM MATERIALS AND COLORS SHALL COMPLEMENT AND ENHANCE THE EFFECT OF THE PRINCIPAL BUILDING COLORS AND MATERIALS.
F. VIVID AND DRAMATIC COLORS MAY BE USED, IN A LIMITED APPLICATION, IN ORDER TO ACCENT ARCHITECTURAL ELEMENTS SUCH AS DOOR AND WINDOW FRAMES, CORNICES, BRACKETS AND OTHER DECORATIVE ARCHITECTURAL DETAILS. A MAXIMUM 10% PER FACADE LIMITATION FOR BRIGHT/ FLUORESCENT COLORS WILL APPLY.

ROOF FORMS AND MATERIALS

THE ROOF LINE SHALL BE DESIGNED TO COMPLEMENT VARIOUS BUILDING ELEMENTS AND FUNCTIONS, AND EACH BUILDING SHOULD HAVE A DEFINED TOP. VARIATIONS IN THE ROOF LINE SHALL BE UTILIZED TO REDUCE THE APPARENT MASSING AND SCALE OF BUILDINGS AND REDUCE CONTINUOUS ROOF LINES.

A. METAL ROOFS SHALL HAVE A LOW GLOSS FINISH TO REDUCE GLARE AND REFLECTIVITY. ROOF COLORS SHALL BE MUTED OR OTHERWISE BE COMPATIBLE WITH THE PRINCIPAL BUILDING COLOR.
B. PARAPETS AND ROOF LINES IN EXCESS OF FIFTY (50') FEET IN LENGTH SHALL INCORPORATE ARCHITECTURAL FEATURES AND/OR TECHNIQUES TO DIMINISH THE APPARENT BUILDING MASS AND LONG, CONTINUOUS ROOF LINES.
C. THE USE OF STEPPED PARAPET WALL HEIGHTS AND/OR VARIATIONS IN ROOF PLANES OR PARAPET LINES OF AT LEAST 3 FEET.
D. USE OF BELT COURSES OR HORIZONTAL TRIM BANDS OF CONTRASTING COLOR AND/OR MATERIALS AT THE ROOF LINE. BELT COURSES OR TRIM BANDS SHALL BE AT LEAST EIGHTEEN (18) INCHES WIDE AND SEPARATED BY AT LEAST SIX (6) INCHES OF HORIZONTAL DIMENSION FROM THE MAIN BUILDING FACADE.

PRIMARY BUILDING ENTRANCES

PRIMARY BUILDING ENTRANCES SHALL PROVIDE VISUAL INTEREST AND SHALL BE CLEARLY IDENTIFIABLE FROM PRIMARY DRIVEWAYS AND VEHICULAR CIRCULATION ROUTES. PRIMARY BUILDING ENTRANCES SHALL BE EASILY IDENTIFIED THROUGH THE USE OF ARCHITECTURAL FEATURES AND DESIGN. ARCHITECTURAL FEATURES AND ELEMENTS EMPLOYED TO FULFILL OTHER ARCHITECTURAL AND DESIGN REQUIREMENTS (SUCH AS REQUIREMENTS FOR MASSING REDUCTIONS, MATERIAL AND COLOR VARIATIONS AND VARYING ROOF FORMS) MAY BE APPLIED TOWARDS THESE BUILDING ENTRANCE REQUIREMENTS.

WALLS AND FENCES

WALLS AND FENCES SHOULD CONTRIBUTE TO THE VISUAL QUALITY OF THE SITE, WHILE BEING AS VISUALLY UNOBTRUSIVE AS POSSIBLE. THE ARCHITECTURE, DESIGN, MATERIALS AND COLORS OF FENCES AND WALLS SHALL BE COMPATIBLE WITH THE SITE'S BUILDINGS AND ARCHITECTURE.

A. MASONRY WALLS, METAL FENCES (WROUGHT IRON) ARE PERMITTED IN AREAS IN DIRECT VIEW FROM STREETS (BOTH PUBLIC AND PRIVATE) AND KEY PEDESTRIAN CORRIDORS, WALLS AND FENCING USE AND MATERIALS SHALL CONFORM THE UDO.

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TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN EXHIBIT

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COLFAX AVENUE AND AIRPORT BOULEVARD
AURORA, COLORADO

OWNER:
QUIKTRIP CORPORATION
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TULSA, OK 74134-7005
913-905-2026



FIGURE A: COMMERCIAL CORNER


FIGURE B: COMMERCIAL FACADE



FIGURE C: COMMERCIAL ARCHITECTURAL FEATURES

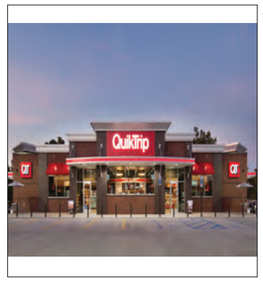


FIGURE D: COMMERCIAL FUELING STATION


FIGURE E: COMMERCIAL COLOR PALETTE


FIGURE F: MULTIFAMILY ENTRYWAY & COLOR PALETTE


FIGURE G: MULTIFAMILY ARCHITECTURAL FEATURES


FIGURE H: MULTIFAMILY ARCHITECTURAL FEATURES

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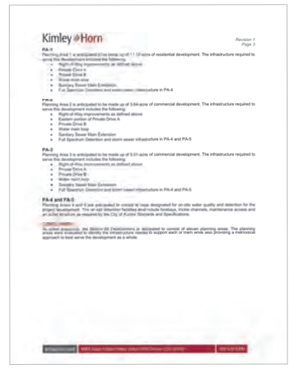
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Kimley»Horn
Revision 1
Page 1
Station 60 Master Plan
Public Improvement Plan Narrative

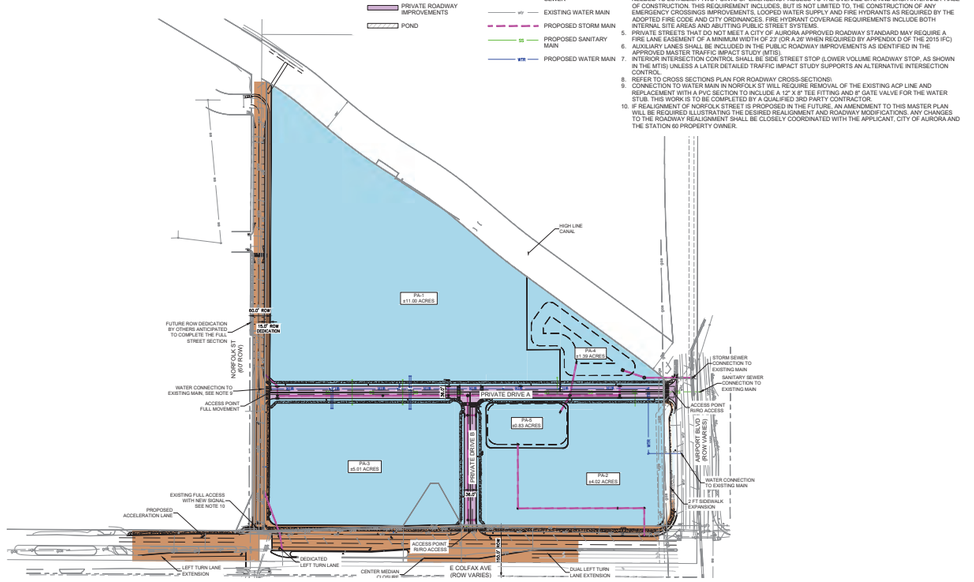

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SHEET TITLE:
PUBLIC IMPROVEMENT PLAN NARRATIVE

TAB 13 - PUBLIC IMPROVEMENT PLAN



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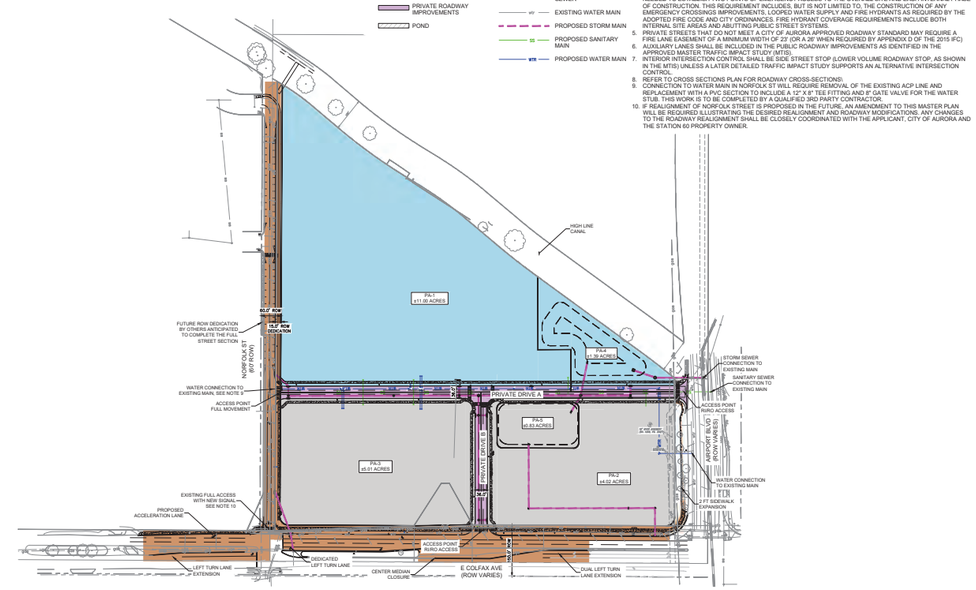
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TAB 13 - PUBLIC IMPROVEMENT PLAN - PLANNING AREA 1



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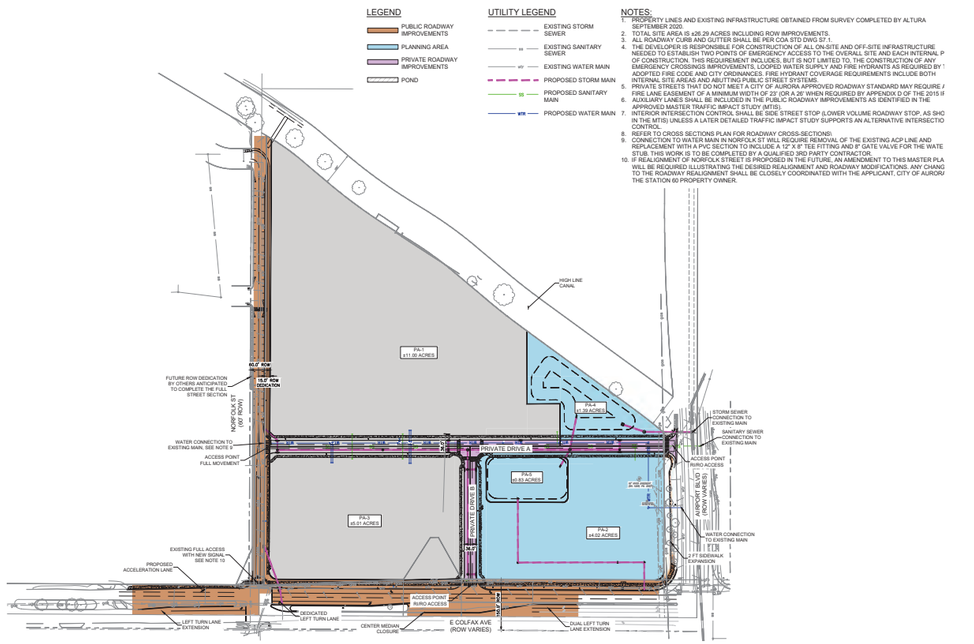
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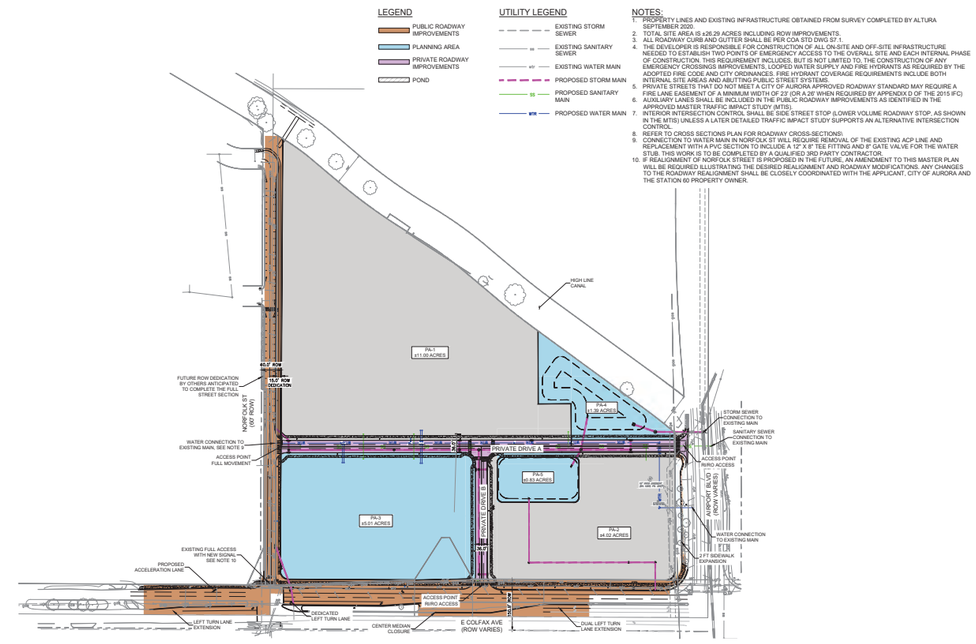
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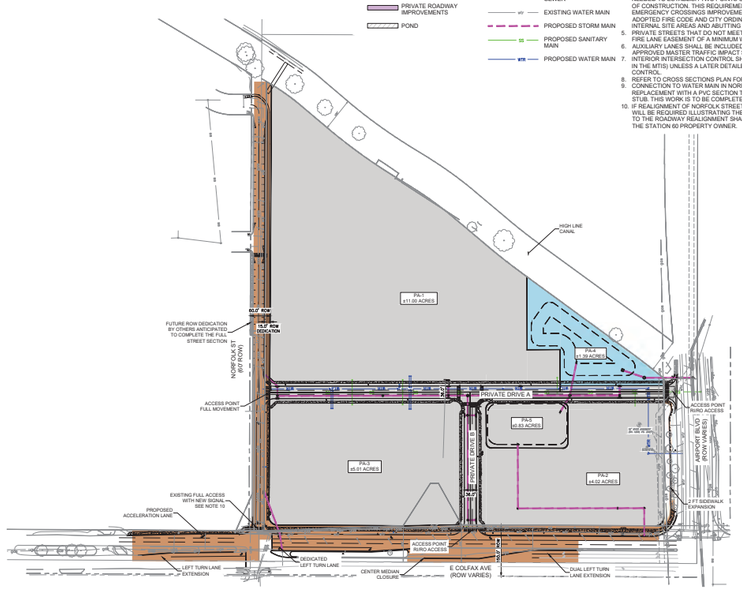
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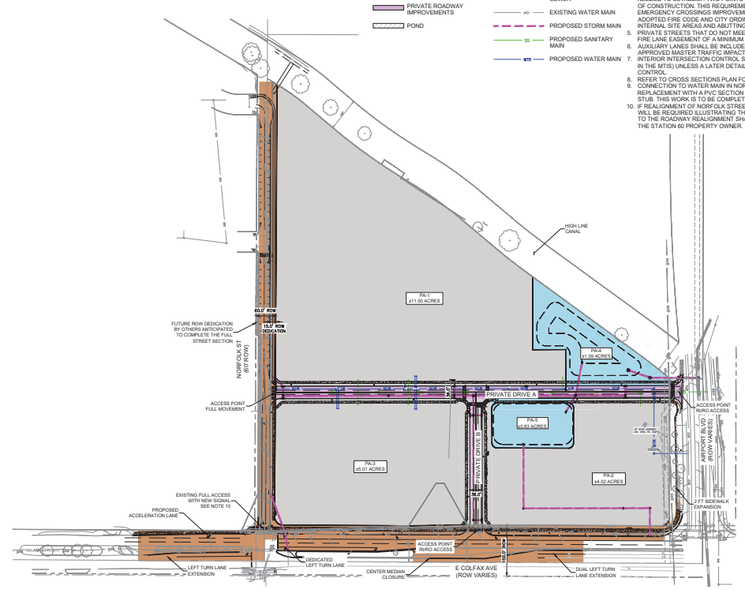
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SHEET TITLE:
PUBLIC IMPROVEMENT PLAN

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TAB 13 - PUBLIC IMPROVEMENT PLAN - PLANNING AREA 5



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SHEET TITLE:
PUBLIC IMPROVEMENT PLAN

23

City Council Call Up

Bubble Bath Car Wash DA-2274-07

Planning and Business Development Department

Request

1. Conditional Use Approval for a Motor Vehicle Wash Use within the MU-C zone district.
2. Site Plan Approval

- Location: East of the northeast corner of E. Colfax Avenue and Norfolk Street.
- Applicant: Evergreen Devco, Inc.
- Agent: Kimley-Horn and Associates
- Current Zoning: Mixed Use Corridor (MU-C), Subarea A
- Comprehensive Plan Placetype: City Corridor

Background

- Applicant submitted applications for Conditional Use Approval and Site Plan Approval for a Motor Vehicle Wash Use within the MU-C zone district.
- 1.69 acres in size.
- Frontage along Colfax Avenue.
- Proposal includes a 4,302 sf motor vehicle wash with 25 vacuum service stalls.
- Applications were presented to Planning Commission on 10/22/2025. Both applications were approved 7-0.
- One condition on site plan to resolve all remaining technical comments prior to recordation.
- On 12/01/2025, City Council voted to call up this application.

Call Up

- Authorized in Sec. 21-5.3.11 of the Unified Development Ordinance (UDO).
- Any member of the City Council may move to call up the development application for consideration.
- The City Council shall have the authority to approve, approve with conditions, modify, or reverse the decision of the Planning Commission.
- The City Council may also remand the application back to the Commission with direction for further consideration.

Applications

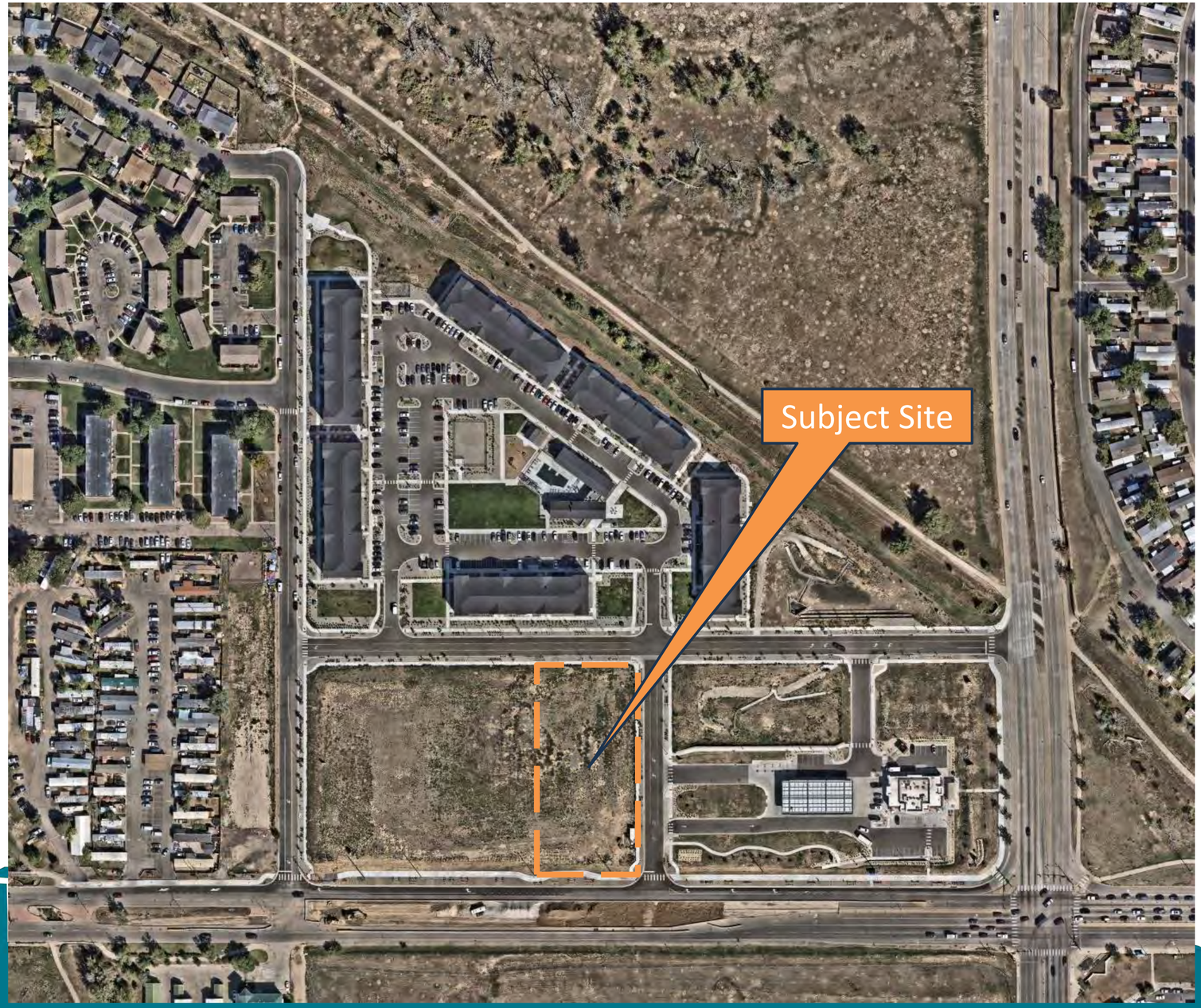
- Conditional Use: A use that may be permitted if found to be compatible with adjacent uses and would not change the character of the neighborhood.

- The applicability, procedures, and approval criteria for Conditional Use development applications are found in UDO section 146-5.4.3.A. This section applies to all applications for a use listed as a conditional use within the Permitted Use Table. The Permitted Use Table, located in UDO section UDO section 146-3.2, lists the land uses that require conditional use approval in Aurora. Per this section, Motor Vehicle Washes are considered a Conditional Use within the MU-C zone district.

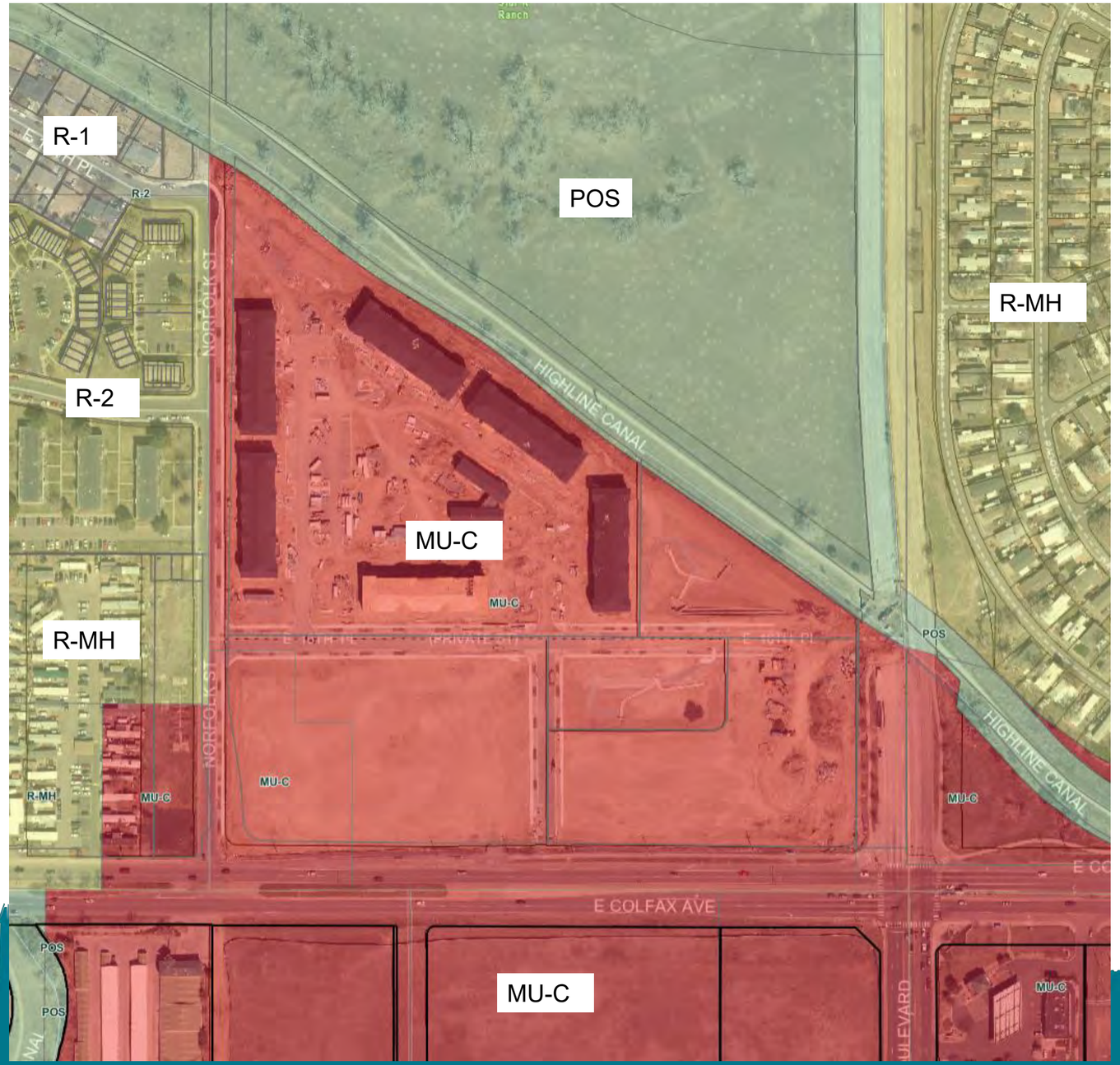
- Site Plan: A detailed plan depicting how a site will be developed by illustrations and drawings of such site features as architectural building elevations, building locations, sidewalks, parking areas, landscaping, recreational amenities, and other site features.

- A Site Plan complying with UDO Section 146-5.4.3.B is required before a building permit may be issued for all new commercial development in the City. Site plan applications are received through the City's development review portal and are reviewed for compliance with the development standards listed within UDO section 146-4.

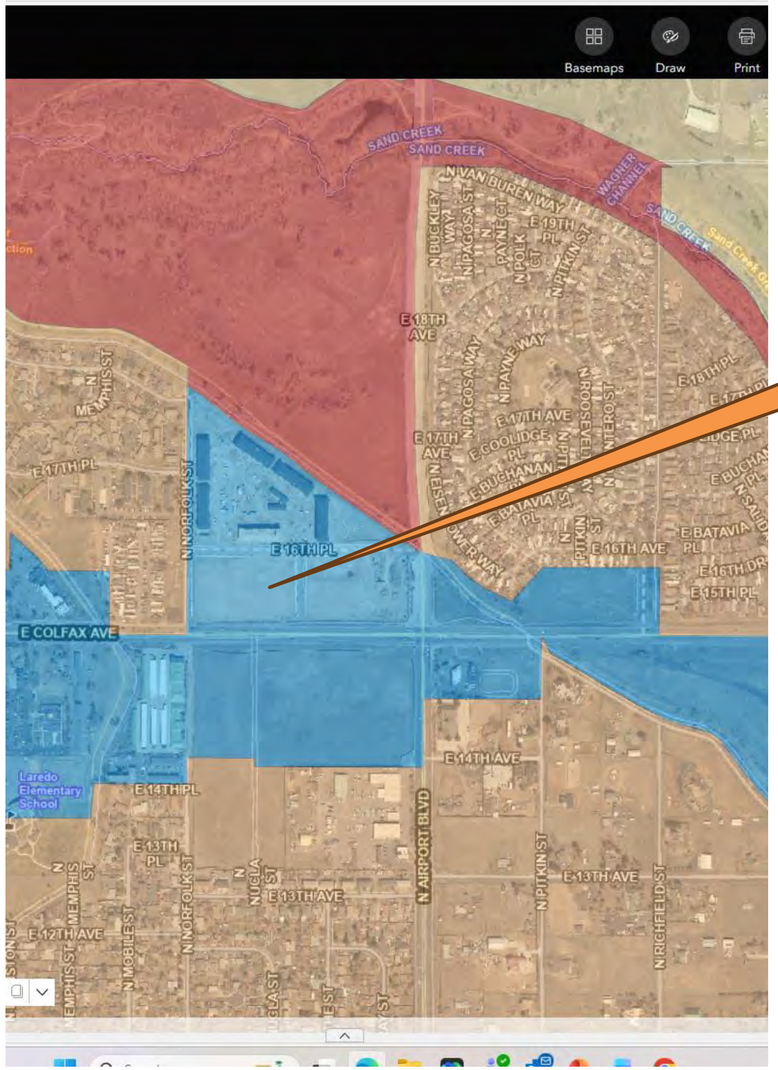
Aerial Map



Zoning Map


R-1
POS
R-MH
R-2
MU-C
R-MH
MU-C
MU-C
MU-C
MU-C
MU-C
POS
POS
MU-C
R-2
NORFOLK ST
HIGHLINE CANAL
HIGHLINE CANAL
E COLFAX AVE
POS
POS
MU-C

Comprehensive Plan Placetype



Subject Site

Station 60 – Land Use Plan



Site Photo – East Facing



Site Photo – West Facing View



Site Photo – South Facing View



Topics Addressed in Planning Commission Hearing

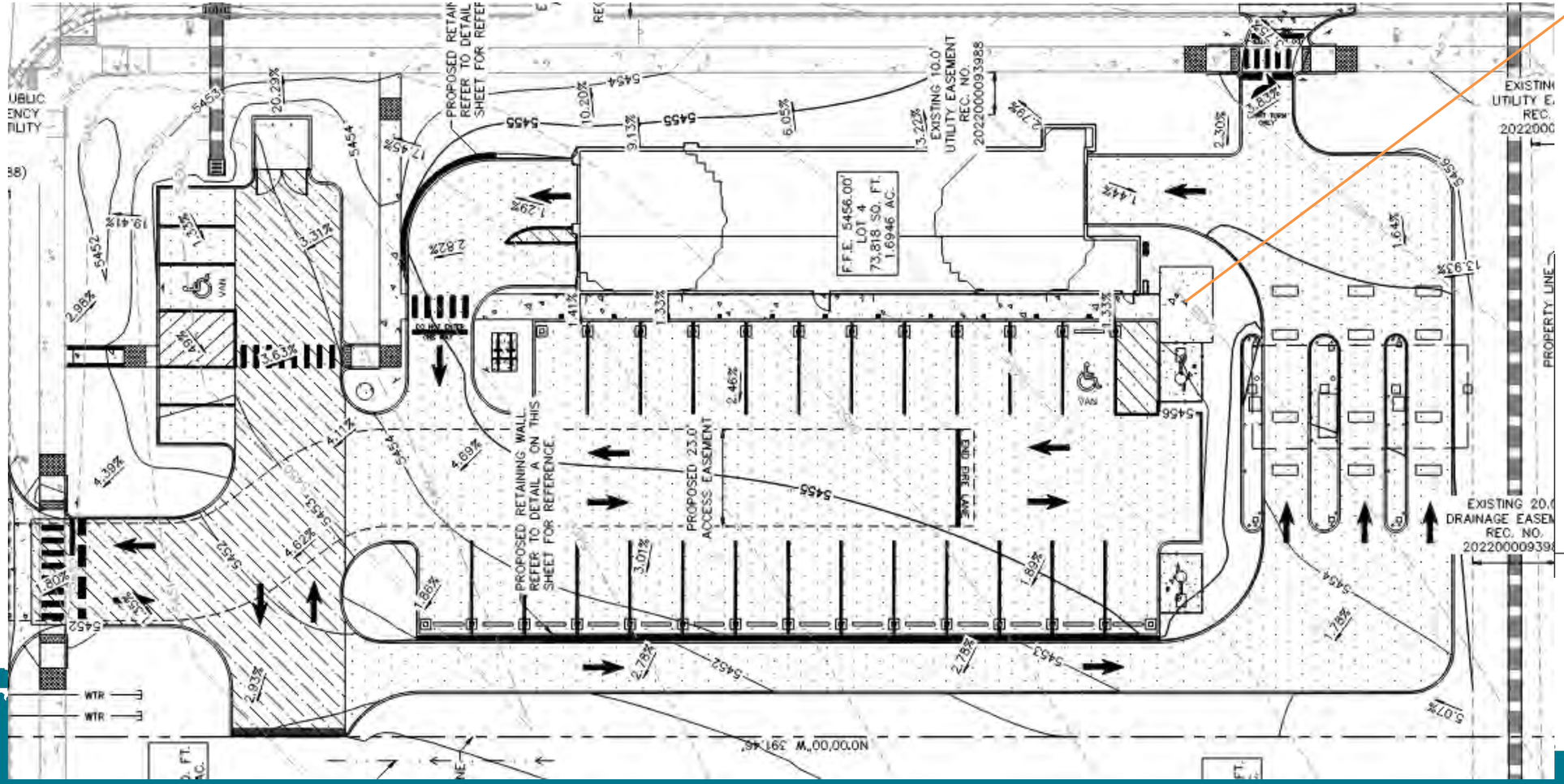
- Proximity to Similar/Same Uses
- Water Use and Conservation
- Building Architecture and Design

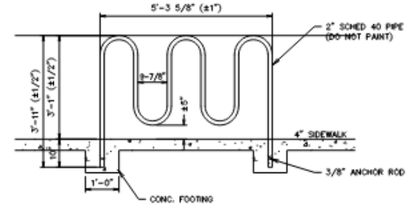
- The Commission asserted that the criteria had been met and citied concurrence with the staff report's findings. The commission suggested that the density (of car washes) brought up at the hearing are an issue outside of the scope of the criteria as written.

Building Orientation and Amenities

225 SF Patio Area

To be amenitized with seating & trash receptacle.



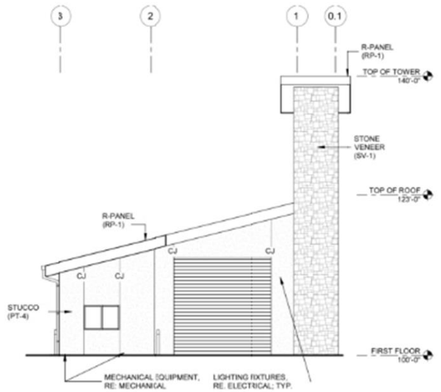


BIKE RACK DETAIL

Architecture and Four-Sided Building Design

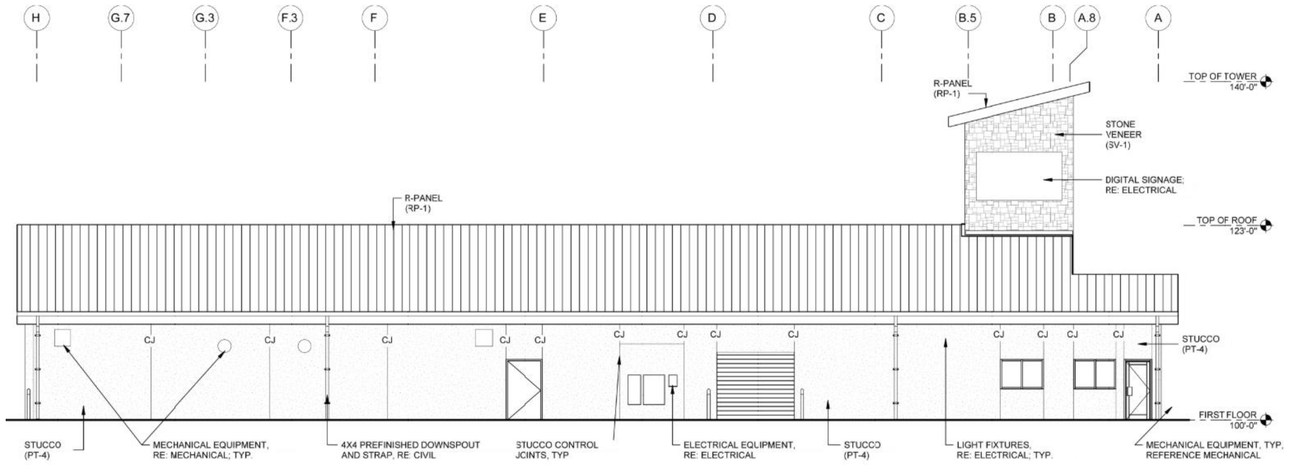
MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO



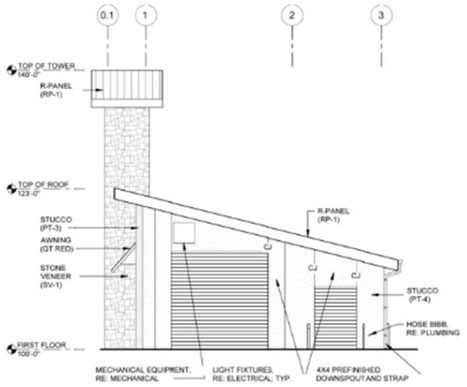
ENTRANCE ELEVATION

1/8" = 1'-0"



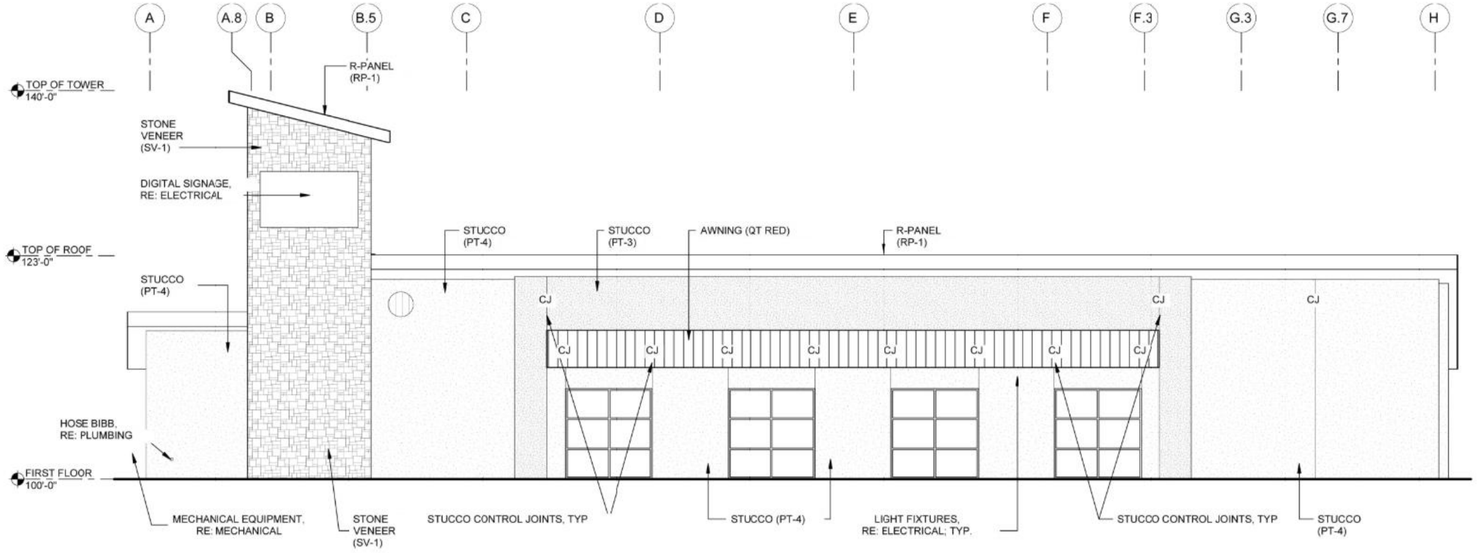
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

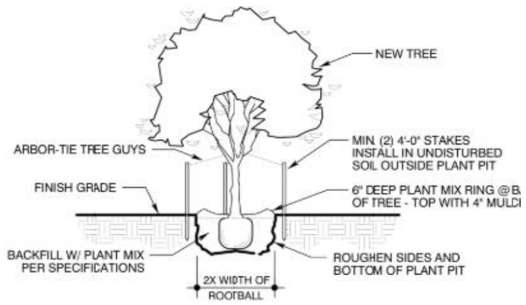
1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

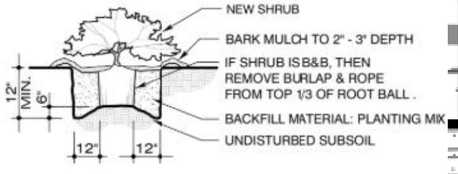
Landscaping and Screening



TREE PLANTING DETAIL

NEW TREES

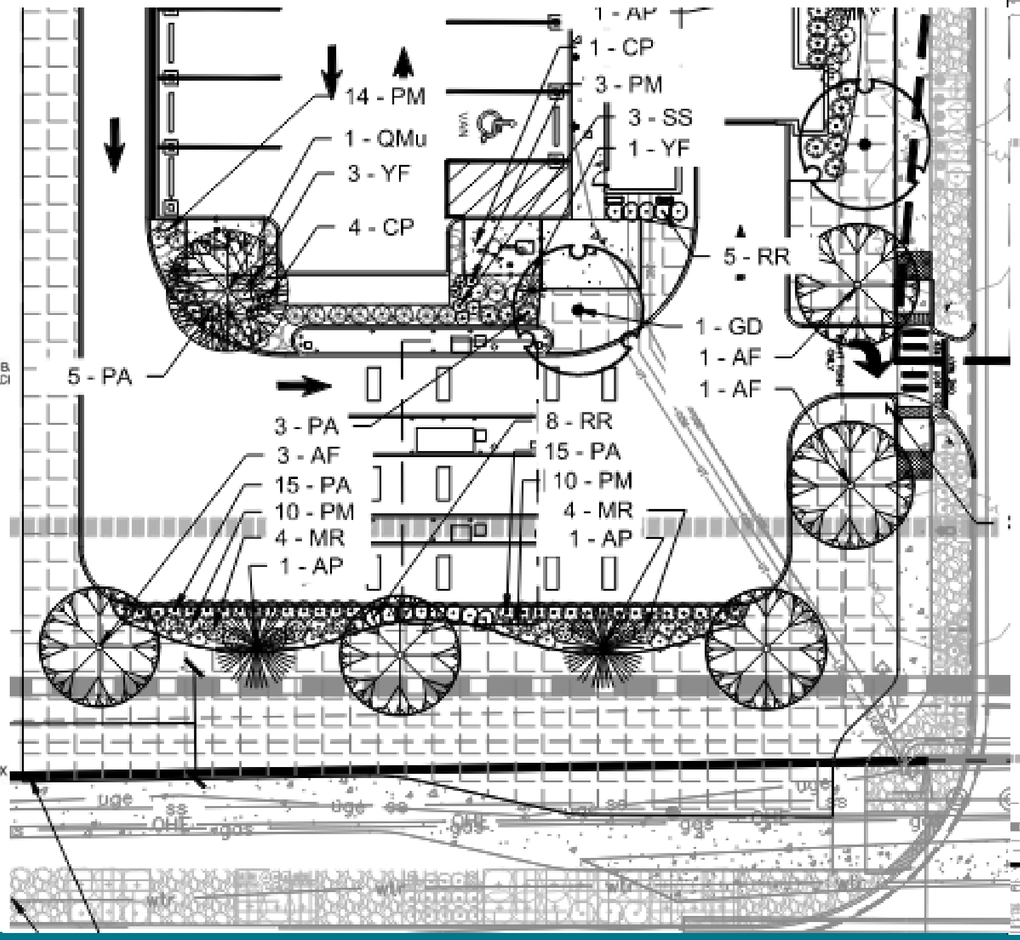
1/8" = 1'-0"

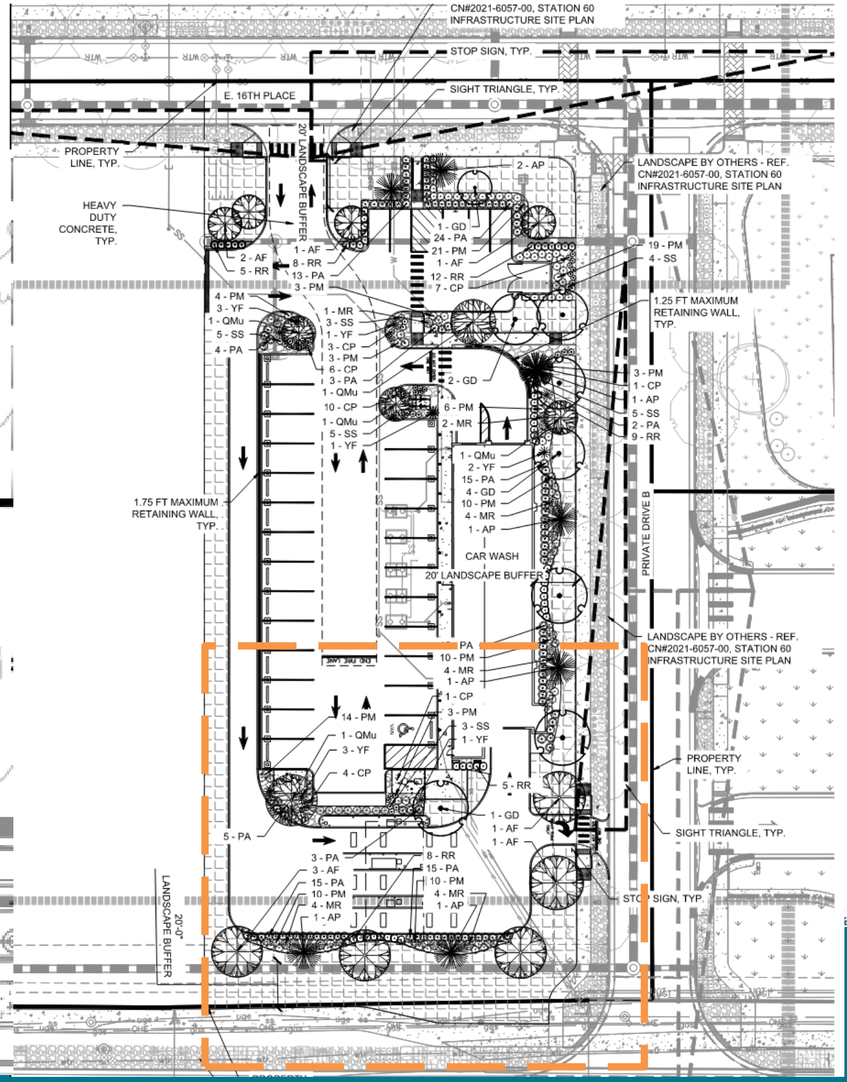


SHRUB PLANTING DETAIL

NEW SHRUBS

1/8" = 1'-0"





Community Response

5 abutting property owners and 14 registered neighborhood organizations were notified.

As no comments were received during the 1st development review cycle, a neighborhood meeting was not held.

Notice of Hearing, including Sign Boards and Mailings were posted and sent.

5 comments were received before the PC hearing and 1 comment was received after.

Subjects Addressed by Public Comment

- Development Review Noticing Policy and Procedure
- Adherence to Development and Conditional Use Standards
- Zoning and Comprehensive Plan Compatibility
- Water Conservation and Environmental Impact

Conditional Use Approval Criteria

Per Section 146-5.4.3.A.3, a Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:

1. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The application is consistent with the Comprehensive Plan;*
3. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;*
4. *The proposed use will not change the predominant character of the surrounding area;*
5. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
6. *The application demonstrates that the proposed use 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; and*
7. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff Findings – Conditional Use

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.A.3, Conditional Use:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods. The development would provide an additional employment base to the City and neighborhood and improvements to the public realm will help encourage further development in the area;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operations are consistent with other automobile and drive-through oriented businesses in the area;
- There is adequate capacity with City infrastructure to serve the proposed development. Existing infrastructure within the Station 60 development is adequate to serve the development. Improvements to the Colfax Avenue ROW will provide further capacity for the site and improve overall connectivity within the neighborhood; and
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience. Economic conditions and maximization of profit are not considered.

Site Plan Approval Criteria

Per Section 146-5.4.3.B.2, a Site Plan shall be approved, approved with conditions, or denied based on the following criteria:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewaster, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff Findings – Site Plan

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.B.2.c, Site Plan:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The site development utilizes and improves existing city infrastructure in that the proposed improvements to Colfax Avenue will provide increased mobility opportunities to the surrounding area. Furthermore, the development will utilize existing private roadways interior to the site, adding landscaping improvements to adjacent street frontages, creating a more comfortable on-street environment;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development as the improvements to the Colfax Avenue ROW will support increased pedestrian mobility into and through the site. Completion of streetside landscaping will support a more comfortable pedestrian environment and encourage use of nearby public transit facilities. Bicycle racks are proposed further supporting multimodal transportation opportunities for employees;
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience; and
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operation are consistent with other automobile and drive-through oriented businesses in the area

Staff Recommendation

Conditional Use:

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Site Plan:

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with 1 Condition:

Condition #1: Resolution of outstanding technical issues prior to recordation and issuance of any building permits.

Bubble Bath Car Wash
Site Plan and Conditional Use

E Colfax Ave & N Airport Blvd
Aurora, Colorado

City Council Call Up Hearing
January 12, 2026

Introductions

Jessica Glavas
QuikTrip Corporation
Real-Estate Project Manager

Ashley Goodrich
QuikTrip Corporation
Sr. Civil Project Manager

Andrew Lundberg
Kimley-Horn
Civil Engineer

Jeff Plank
Kimley-Horn
Traffic Engineer

David Foster
Partner Attorney
FGMC

Amelia Stefan
Associate Attorney
FGMC

Application

- **The Application requests a CUP and site plan for a new motor vehicle wash located next to an existing QuikTrip fueling station.**
- **The Application was unanimously approved (7-0) by the Planning Commission on October 22, 2025.**
- **In response to public comment, City Council "called-up" the Application on November 17, 2025.**
- **The Application will be reviewed *de novo*.**

About Bubble Bath

- First location opened in San Antonio in 2005.
- Family-owned and operated.
- More than a car wash – goal to be a responsible community partner.
- Four primary tenets:
  - Supporting Our Neighbors
  - Nurturing the Next Generation
  - Serving Those Who Serve
  - Protecting Our Planet

- <u>QT Acquisition of Bubble Bath</u>
- Cultural and Philanthropic Fit
  - Family-owned and operated, just like QT.
  - Goals to be a responsible community partner.
  - Goals to promote employees from within throughout the company.
- Upcoming:
  - Plan to expand the car wash business
  - QT Rewards to combine with car wash service
  - Planning for the future and providing more opportunities to grow and succeed!

Site Location

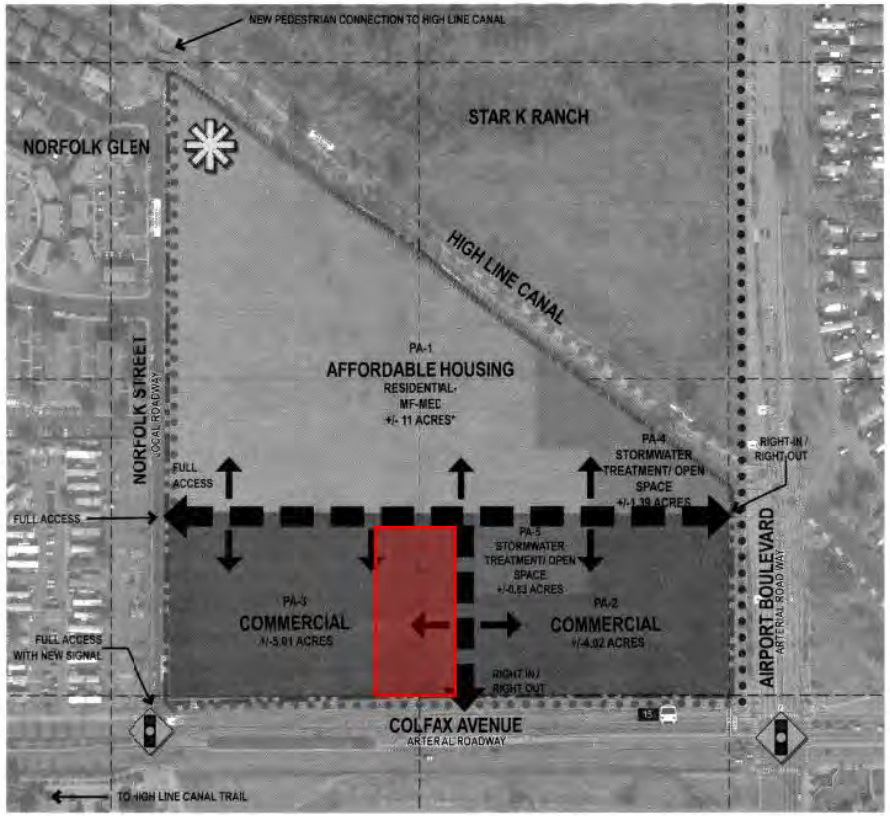


Master Plan

Part of the Station 60 Master Plan Approved by City Council August 2022

TAB 8 - LAND USE PLAN

STATION 60 MASTER PLAN
Aurora, Colorado



LEGEND

- PRIMARY STREET
- PLANNING AREA BOUNDARY
- PROPOSED DETACHED SIDEWALK
- PROPOSED SPECIAL BUFFER (25')
- HIGH LINE CANAL TRAIL
- EXISTING DETACHED SIDEWALK
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- COMMUNITY ASSET AREA
- TRAIL CONNECTION
- TRANSIT STOP

PROJECT DESCRIPTION

STATION 60 IS APPROXIMATELY 24 TOTAL ACRES AND ZONED MIXED USE-CORRIDOR DISTRICT (MU-C) IN SUBAREA A. THE SITE IS LOCATED AT THE NORTHWEST CORNER OF COLFAX AVENUE AND AIRPORT ROAD AND HAS DIRECT ACCESS TO BOTH E. COLFAX AVENUE, N. AIRPORT BOULEVARD AND NORFOLK STREET VIA COLFAX AVENUE. THE CONCEPTUAL SITE PLAN PROPOSES 9.33 AC OF COMMERCIAL FOR THE SOUTHERN PARCELS AND 11 AC OF RESIDENTIAL MULTIFAMILY PLANNED TO BE AFFORDABLE HOUSING IN THE NORTHERN PARCEL.

STATION 60 WILL BE ANCHORED BY A QUIKTRIP ON THE EASTERN COMMERCIAL PARCEL. COMMERCIAL USES ARE PROPOSED FOR THE PARCELS NORTH AND WEST OF THE QUIKTRIP MAY INCLUDE RETAIL AND FAST FOOD USES. THE NORTHERN PARCEL PROPOSES RESIDENTIAL PLANNED TO BE AFFORDABLE HOUSING. ACCESS IS PROVIDED FROM AN INTERNAL PRIVATE STREET WITH ACCESS TO N. AIRPORT BOULEVARD AND NORFOLK STREET. THE HIGH LINE CANAL AND TRAIL IS LOCATED ALONG THE NORTHERN PROPERTY LINE OF THE SITE WHICH WILL INTEGRATE THE REQUIRED SPECIAL LANDSCAPE BUFFER. A FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL TRAIL IS PLANNED NORTH OF NORFOLK STREET, JUST WEST OF THE NORTH CORNER OF THE PA-1 TO PROVIDE DIRECT ACCESS TO THE HIGH LINE CANAL TRAIL.

FORM D: MF LAND USE MAP MATRIX ZONE

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE (IN DUS OR SF)	G. ACTUAL PROPOSED MAXIMUM DENSITY (# DUS OR SF)	H. PHASING DETAILS AND COMMENTS (INCLUDE PHASE NUMBER OF TRACKS/PER EVENT)
1. FLOOD PLAIN AREAS			N/A				
2. REQUIRED LAND DEDICATION AREAS FOR PARKS, SCHOOLS, FIRE STATIONS, POLICE STATIONS, LIBRARIES			N/A			0.59 AC OF COMMUNITY PARK 1.02 AC OF NEIGHBORHOOD PARK 4.21 AC OF OPEN SPACE (ON-SITE AND/OR CASH IN LIEU)	APPLICANT WILL MAKE A CASH-IN-LIEU PAYMENT TO THE CITY AT THE TIME OF RECORDATION OF FIRST SUBDIVISION PLAT
DEVELOPMENT AREAS SUBZONES	PA-1	MF-MED RESIDENTIAL	+/-11.00	N/A	N/A	251 DU *10.5 ACRES PROS OPEN SPACE MINIMUM TO BE DEFINED AT SITE PLAN	PHASE 1
	PA-2	COMMERCIAL	+/-4.02				PHASE 2
	PA-3		+/-5.01				PHASE 3
	PA-4	STORM WATER TREATMENT AND OPEN SPACE	+/-1.39				PHASE 1
	PA-5		+/-0.63				PHASE 1
		PUBLIC & PRIVATE ROW	1.83				PHASE 1
3. TOTAL MAP ACREAGE (TOTAL FIGURES ABOVE)			24.1				

Conditional Use Requirement – 146-3.3.5.RR

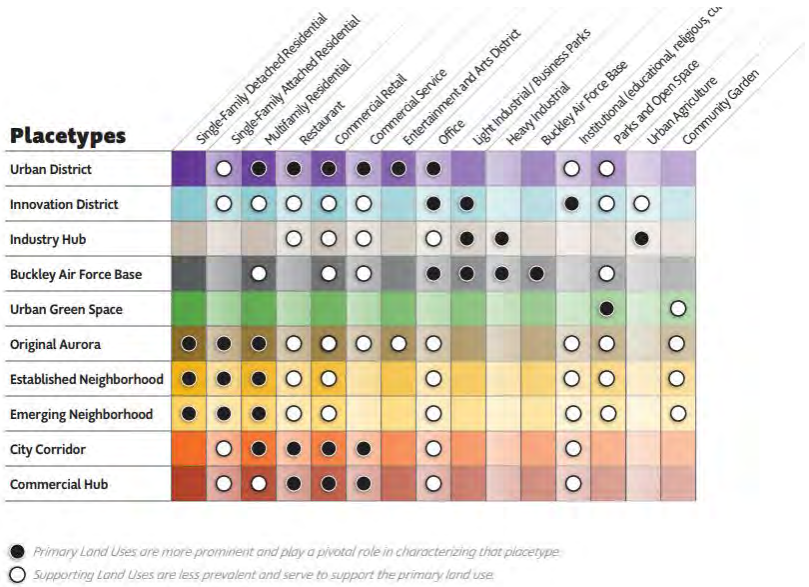
- In all zone districts where these uses are permitted or conditional uses, if two of the four corners of a street intersection are occupied by any of the following four uses, none of the five listed uses may be located (1) on the remaining corner lots at that street intersection, or (2) on any lot partially or entirely located within 500 feet of the corner along either of the intersecting streets:
  - a. Automobile and Light Truck Sales and Rental;
  - b. Motor Vehicle Body Shop and Painting;
  - c. Motor Vehicle Fueling Station;
  - d. Motor Vehicle Repair and Service; or
  - e. Motor Vehicle Wash.
- (1) Conoco and D Hand Full Service Car Wash & Detail on southeast corner, QuikTrip on the northwest corner – no other automotive uses can be placed on remaining corners
- (2) Bubble Bath is permitted next to QuikTrip because the parcel the **Bubble Bath is proposed on is located more than 500 feet from the intersection** of East Colfax and Airport Blvd.

Conditional Uses Criteria for Approval

Motor Vehicle Wash (Section 146-5.4.3.A.3)

1. **Complies with Applicable Standards of UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property**
   - The development complies with the standards in the UDO for landscape and building materials, general site layout and lighting requirements

2. **Consistency with the City Comprehensive Plan**
   - Consistent with the City Corridor Placetype
   - Car washes are commercial retail uses – primary use
   - "This placetype is generally auto-oriented" Page 44.



Conditional Uses Criteria for Approval

3. **The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed Use are compatible with existing and planned uses in the surrounding area**
   - Applicant worked with staff to appropriately orient the building for traffic flow
   - High-quality 4-sided architecture to match the character of the area and meet the Station 60 Master Plan requirements

4. **Compatible with existing/planned uses of the surrounding area and will not change the predominant character of the surrounding area**
   - As stated in the Comp Plan, the character of this area is primarily auto-oriented and commercial retail uses are a primary land use
   - Compliments/is an extension of the QuikTrip convenience and fueling station use next door

5. **The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable**;
   - Water reclamation system to avoid major impacts to City water – 70% of water recycled
   - City infrastructure has adequate capacity to serve the proposed development

Conditional Uses Criteria for Approval

6. **The application demonstrates that the proposed use 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; and**
   - No tenants on property; property is not currently developed; part of an integrated pad development
   - Extension of QuikTrip fueling and convenience offering
   - Generation of new jobs; outdoor patio area for use by pedestrians, guests to use while eating, fueling, or washing

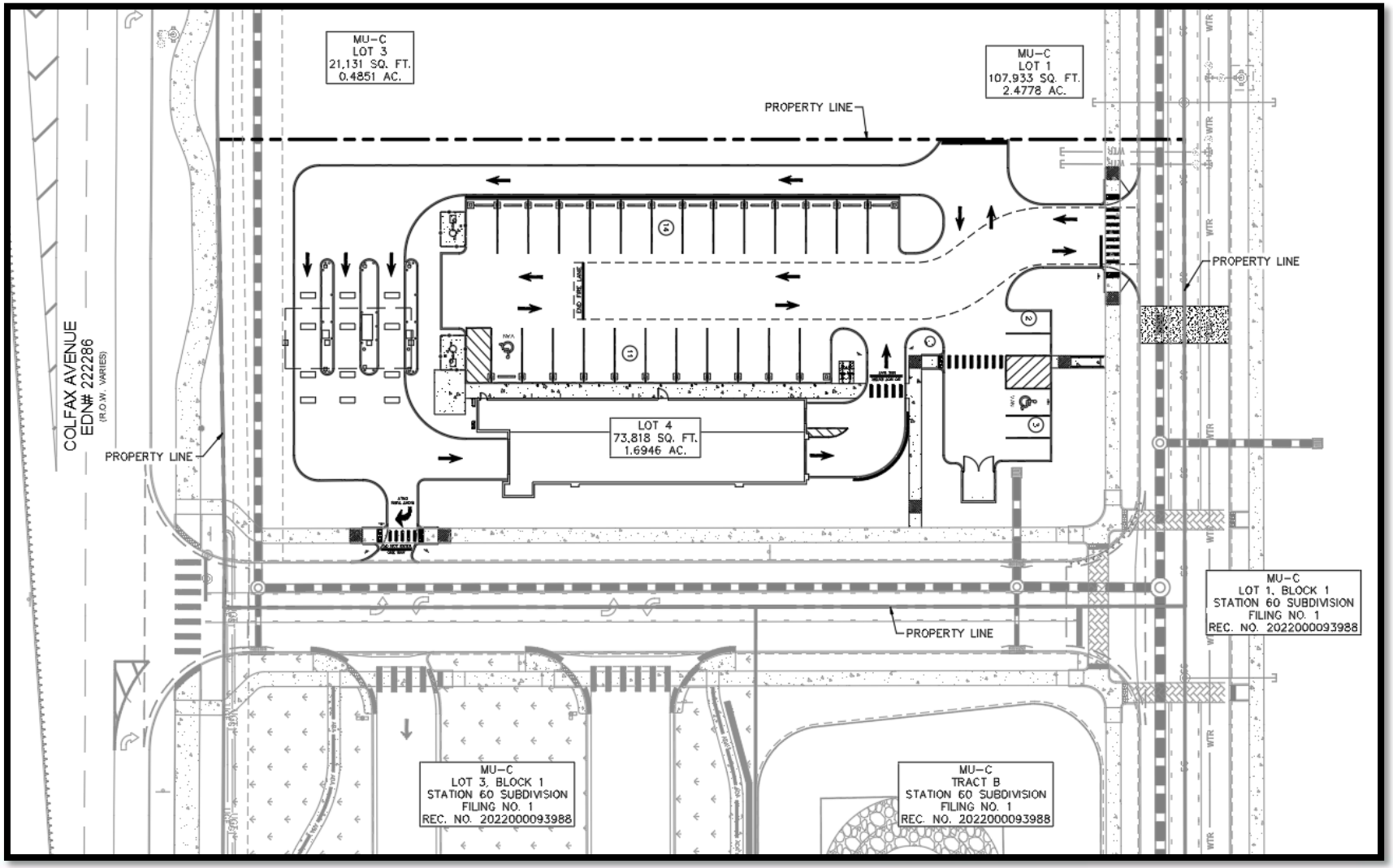
7. **The application mitigates any adverse impacts on the surrounding area to the degree practicable**
   - Impacts to surrounding area have been mitigated
   - Competition is not an adverse impact to the *area* surrounding the Property
   - Satisfies the use limitation

Site Plan Approval Criteria

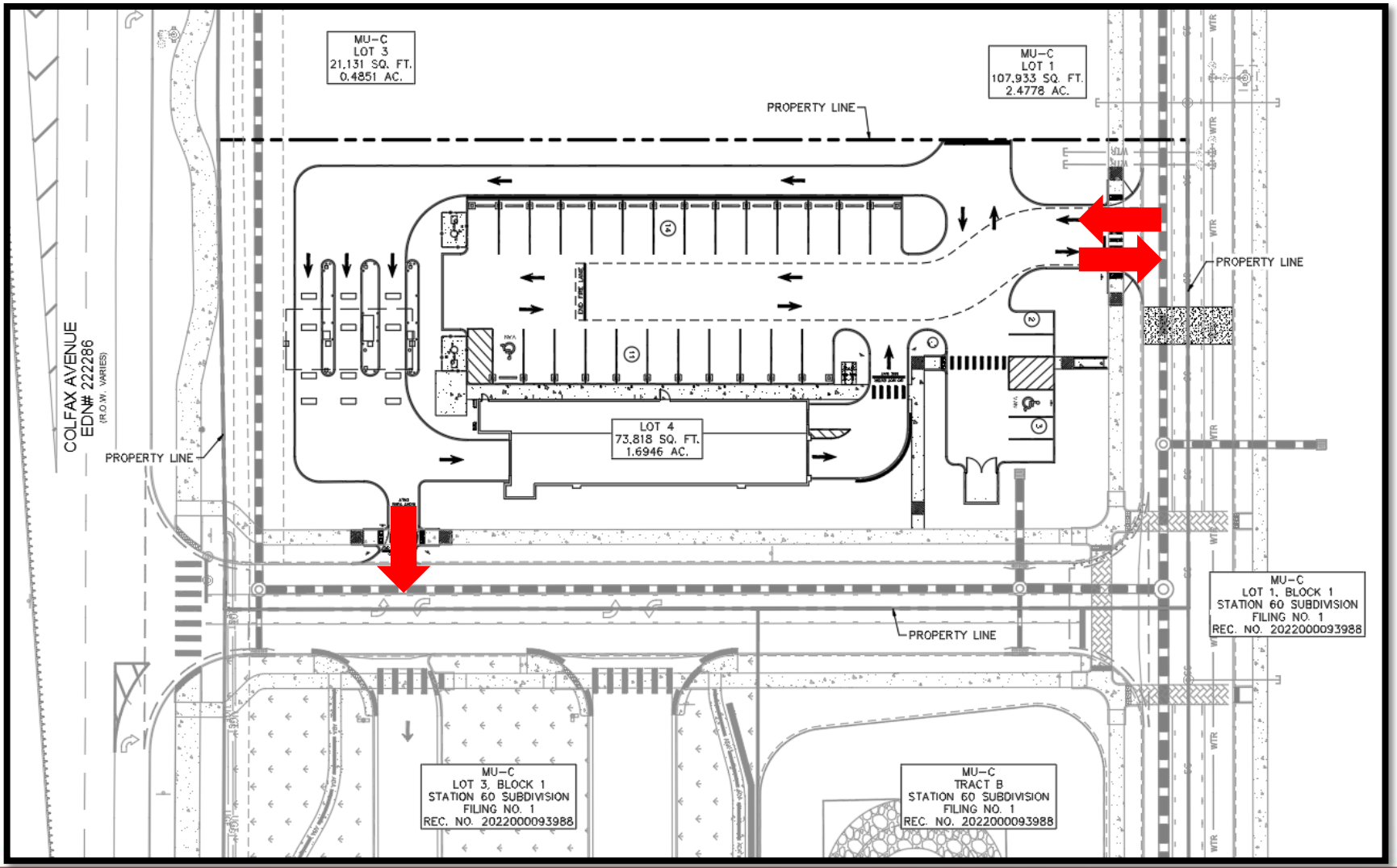
Motor Vehicle Wash Site Plan (Section 146-5.4.3.B.2.)

- 1. The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;
- 2. The city's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;
- 3. Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;
- 4. The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;
- 5. The application is compatible with surrounding uses in terms of size, scale and building façade materials; and
- 6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

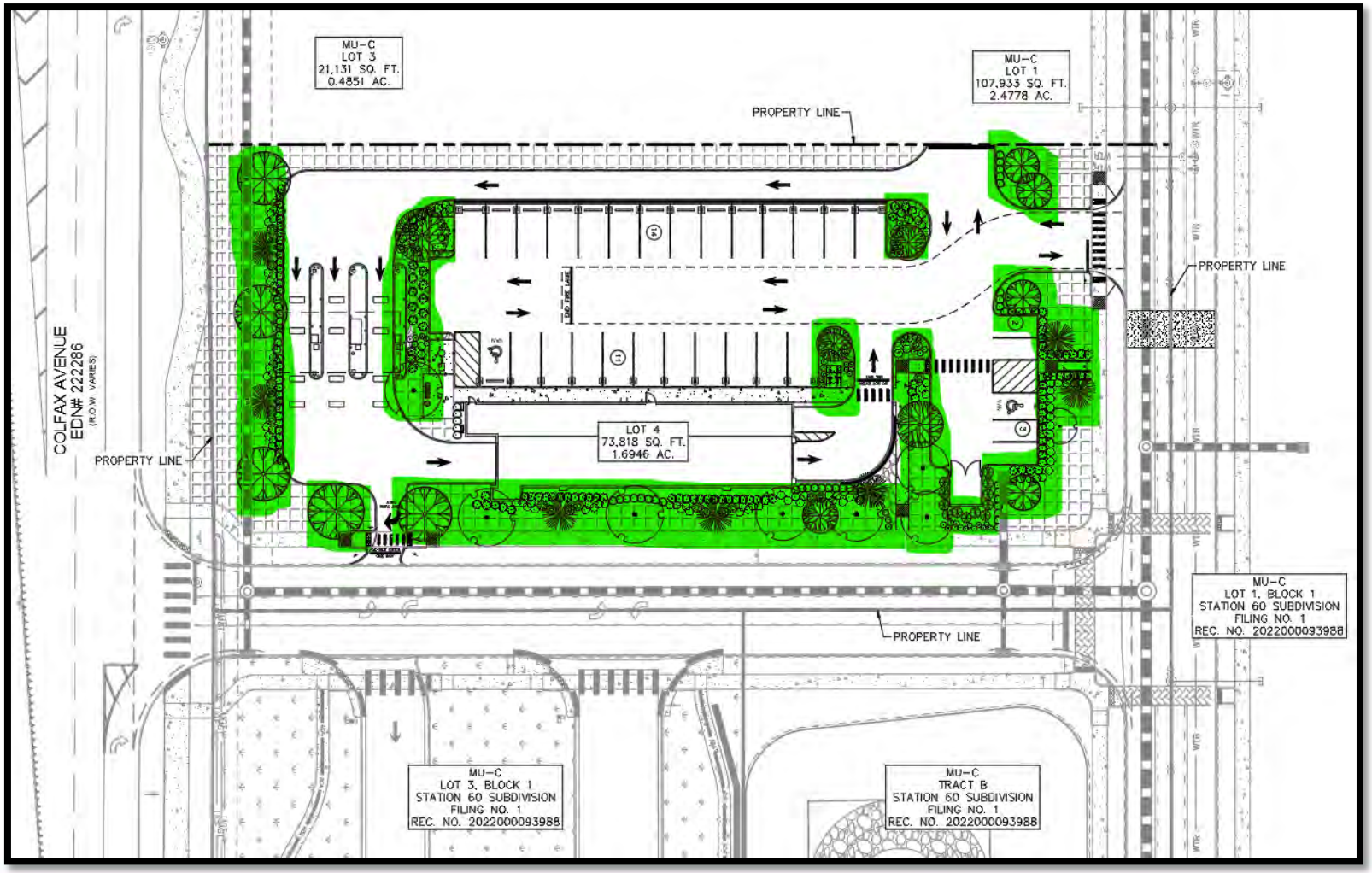
Site Plan


MU-C
LOT 3
21,131 SQ. FT.
0.4851 AC.
MU-C
LOT 1
107,933 SQ. FT.
2.4778 AC.
PROPERTY LINE
PROPERTY LINE
COLFAX AVENUE
EDN# 222286
(R.O.W. VARIES)
PROPERTY LINE
LOT 4
73,818 SQ. FT.
1.6946 AC.
MU-C
LOT 1, BLOCK 1
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988
PROPERTY LINE
MU-C
LOT 3, BLOCK 1
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988
MU-C
TRACT B
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988

Access to Site



Proposed Landscaping



Environmental Concerns & Sustainability

Our Approach:

- **Water Conservation & Sustainable Stewardship**
  - Proven Automated Equipment Package designed with optimal efficiency and sustainability.
  - Our "CONVEYORIZED AND AUTOMATED WASH" is designed around technology driven solutions utilizing LESS THAN 30 GALLONS of fresh water to provide a quality wash for every visit in a time frame of less than 3 MINUTES from entrance of the wash to a clean car exiting the building.
- **Water Reclamation & Treatment**
  - Facilities utilize a patented water treatment system that is designed specifically to the tank layout and systems feature requirements to ensure that every gallon of all water types deployed within the wash facility is properly used / captured / treated / re-used / or disposed of through the municipal waste-water facility.
  - Treatment equipment is comprised of reclaim water filtration, water softeners and reverse osmosis.
- **Energy Efficiency Through Technology & Monitoring**
  - All equipment utilized are equipped with VFD driven controls to ensure power consumption spikes are mitigated and controlled.
  - All lighting systems are LED and rated at the highest efficiency levels available for each fixture.

- **Earth Friendly Sustainable Cleaning Solutions**
  - The chemical dispensing system is monitored 24/7 through the automated controls platform to provide alerts concerning the system include:
    - Overconsumption
    - Underconsumption
    - Worn components
  - All chemistry formulations are held at ENVIRONMENTAL STANDARDS meeting and exceeding all regulatory requirements to Include:
    - 100% Free of ABF and HF compounds (No Content)
    - 100% Free of VOC components (No Content)
    - 100% Free of Phosphate components (No Content)
    - 100% Free of CFC AND CFC Substrate components (No Content)
    - 100% Free of NPE/APE surfactant components (No Content)
    - 100% UV derivative NON-STAIN dyes and foaming agents
- **Consistent & Repetitive Maintenance & Functionality**
  - Systems are constantly monitored through “REAL TIME” sensors that report back to each facility maintenance team to ensure its operation is consistent and always functioning.
  - We require our treatment tanks to be properly serviced by licensed professional companies no less than 3 times per year.

What This All Means for the Communities We Serve

- We utilize less than 1/5th the amount of fresh water used by the " AT HOME CAR WASH" – less than 30 gallons per wash.
- We process and treat with upwards of 90% efficiency - all water applied to each vehicle during the wash process.
- We re-utilize greater than 70 Gallons of RECLAIMED AND TREATED water for each vehicle during the car wash process.
- We deploy robust preventative maintenance programs within our facilities to ensure 100% efficient equipment operation.
- We are regulated by state environmental as well as federal environmental agencies with 100% compliance.
- We routinely monitor our water quality and ensure all uses are efficiently maximized for each water type deployed.
- We require our treatment tanks to be properly serviced by licensed professional companies no less than 3 times per year.
- We strive to make our stewardship of the environment a part of our operational identity in every facet of our operations.

We look forward to bringing our BEST-IN-CLASS professional car wash facility to your community and strive to provide a service of convenience and necessity with the upmost focus on being an ENVIRONMENTAL STEWARD AND PARTNER at the forefront!


ANY
QUESTIONS
?

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January 2, 2026

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

Via email: citycouncil@auroragov.org; sgubrud@auroragov.org; cityclerk@auroragov.org

Dear Mayor Coffman and City Council Members:

Foster Graham Milstein & Calisher, LLP represents QuikTrip Corporation ("QuikTrip"), the applicant representative for development application DA-2274-07 ("Application"). The Application requested approval for a conditional use permit and site plan to operate a car wash at the property generally located near the northeast corner of East Colfax Avenue and North Airport Boulevard ("Property"). The Aurora Planning Commission ("Planning Commission") unanimously approved the Application on October 22, 2025. On November 17, 2025, the Aurora City Council ("Council") voted to "call-up" the Application pursuant to the Aurora Unified Development Ordinance ("UDO") Section 5.3.11. Therefore, the Application will be heard *de novo* by Council on January 12, 2026. As set forth in this letter, the Application meets and exceeds all applicable approval criteria for a conditional use permit and site plan, and the Planning Commission correctly approved the Application. Therefore, we respectfully request Council's approval of the Application.

PROPERTY INFORMATION

The Property is located near the intersection of East Colfax Avenue and North Airport Boulevard in the City of Aurora ("City"). The Property is approximately 1.69 acres and is depicted in *Figure 1* below. The Property is in the MU-C Zone District ("MU-C District"), and the proposed motor vehicle use is permitted with a conditional use permit in the MU-C District. The Property is located next to an existing QuikTrip fueling station, and the Application proposes a motor vehicle wash to compliment the fueling, dining, and gathering spaces offered at the neighboring QuikTrip location.



Figure 1: The Property is highlighted in red.

APPLICATION MEETS ALL APPLICABLE CRITERIA

The Application is subject to two (2) sets of criteria: UDO Sections 146-5.4.3.A.3. (conditional use permit criteria) and 146-5.4.3.B.2 (site plan criteria). As found by the Planning Commission, the Application meets each of the applicable approval criteria.

146-5.4.3.A.3. Conditional Use Permit Criteria

a. *The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*

   The Property is located within the Station 60 Master Plan area. In 2022, Council approved the Station 60 Master Plan which set forth specific use categories for each portion of the property and design standards for the property. QuikTrip's Property is designated as "commercial," and the proposed motor vehicle wash is categorized as a commercial use under the UDO.[1] Therefore, the Application's request for a motor vehicle wash conforms to the UDO and applicable master plans.

b. *The application is consistent with the Comprehensive Plan;*

   The Aurora Places Plan ("Comprehensive Plan") describes future development and land use in terms of "placetypes."[2] The Property is located within the City Corridor Placetype. As stated in the Comprehensive Plan, "Corridors are centered along the city's major roadways, home to a wide range of uses, including commercial, retail, institutional, service and some residential. **This placetype is generally auto-oriented**, but should also accommodate pedestrians, bicyclists and transit service." Motor vehicle washes are an auto

[1] UDO Table 3.2-1.
[2] Aurora Places Plan, Page 24.

oriented use for which the Property is specifically contemplated to have by the Comprehensive Plan. Therefore, the Application is consistent with the Comprehensive Plan.

c. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;*

The Applicant worked closely with City Staff to create a site design that is compatible with the surrounding area. The proposed motor vehicle wash building is oriented to Colfax so that traffic will flow better in and out of the Property. As detailed in the Staff report, there were multiple architectural and stylistic considerations taken into account to ensure the proposed building will present as a high-quality commercial service property and conform with the Station 60 Master Plan design requirements.

A traffic impact study was approved in 2022 for the Station 60 Master Plan. The Application provided a trip generation comparison analysis to document compliance with the traffic impact study. The trip generation comparison found that the proposed motor vehicle wash use will produce less vehicle trips than anticipated for the Property, and the predicted amount of vehicle trips is in compliance with the original traffic study. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area.

d. *The proposed use will not change the predominant character of the surrounding area;*

As stated in Section (b) above, the Property has a City Corridor Placetype, meaning that there are a wide variety of retail, commercial, institutional, and service uses along Colfax, a main City corridor. City Corridor Placetypes have the following primary land uses: multifamily residential, restaurant, commercial retail, and commercial service. The proposed motor vehicle wash is a commercial service use, meaning that it fits with the predominate character of the area, and will not change the predominate character of the area.

e. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and*

As confirmed by City Staff, the Application includes a water reclamation system that will not result in undue strain on the City's water system. Approximately seventy (70%) of the water used at the Property will be recycled. Furthermore, City Staff confirmed that the City

infrastructure has adequate capacity to serve the proposed development. Therefore, this criterion is met.

f. *The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

The Property is currently vacant, and there are no leasehold interests on the Property. The Application proposes development that is integrated into the Station 60 Master Plan area, and will generate new jobs. Additionally, the Application will further a goal of the Comprehensive Plan because it proposes an outdoor patio area for use by pedestrians, guests that are fueling, washing their car, and eating, resulting in a programmed common space surrounded by an active use to retain customers and convey a sense of community.[3] Therefore, the Application will not create significant dislocation of tenants or occupants of the Property, and provides community benefits contemplated by the Comprehensive Plan.

g. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

The surrounding area to the Property is the Station 60 Master Plan area, which specifically contemplated commercial service uses to be developed on the Property. Additionally, the Applicant worked closely with staff to orient the building to ensure efficient traffic flows in and out of the site, mitigating any adverse impact on the area surrounding the Property. Therefore, this criterion is met.

The Applicant is aware that there have been multiple assertions that the presence of a motor vehicle wash on the Property will adversely affect other motor vehicle wash owners because of increased business competition. While QuikTrip can acknowledge this is a legitimate business concern, it does not relate to this criterion. The criterion asks whether the proposed conditional use mitigates any adverse impact on the ***surrounding area to the degree practicable***. The term "surrounding area" is used many times in the UDO. It is used in the context of comparing development of the subject property to existing development on adjacent properties. For examples, Section 2.4.3.A. of the UDO states, "In Subareas A and B, the MU-C district is intended to promote sustainable infill redevelopment of older commercial sites, while mitigating the impacts of redevelopment on surrounding areas," communicating that "surrounding areas" means the property immediately surrounding the subject property. Interpreting "surrounding area" to include any business in the City is inaccurate and an improper application of the UDO.

[3] Aurora Places Plan, Page 45

The City already adopted use limitations for auto-oriented uses, including motor vehicle washes, to prohibit a concentration of auto oriented uses and presumably to limit competition in close proximity. Section 146-3.3.RR. states, "In all zone districts where these uses are permitted or conditional uses, if two of the four corners of a street intersection are occupied by any of the following four uses, none of the five listed uses may be located on the remaining corner lots at that street intersection, or on any lot partially or entirely located within 500 feet of the corner along either of the intersecting streets." Those uses include motor vehicle washes. The Application complies with 146-3.3.RR. Therefore, Council already passed legislation to limit competition within close proximity, and this Application conforms with such restrictions. To assert that competition with an existing motor vehicle wash that is ~0.5 miles from the Property is experiencing an adverse effect from competition is meritless. Accordingly, Council already opined on the density and distancing of new auto-oriented development. It is not practicable to mitigate competition amongst businesses when the Applicant already complied with the adopted distancing requirement.

146-5.4.3.B.2 Site Plan Approval Criteria

a. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.*

As stated above, in 2022, Council approved the Station 60 Master Plan which includes the Property. QuikTrip's Property is designated as "commercial," and the proposed motor vehicle wash is categorized as a commercial use under the UDO.[4] The Station 60 Master Plan also includes commercial design requirements, including provisions that the building materials be of a natural tone and texture, the building design have high quality four-sided architecture, and exterior materials be aesthetically pleasing. Colors are allowed as accents and encouraged to relate to the project branding. Additionally, buildings are to be oriented so that the primary entrance faces the street and avoids long blank walls along the street.

The proposed site plan includes a four-sided building constructed primarily of stone and stucco to emphasize the Station 60 Master Plan's requirement of utilizing building materials of a natural tone and texture. The proposed building has red accents to match QuikTrip's branding. The motor vehicle wash entrance/exit door faces Colfax so that the length of the tunnel does not extend along Colfax. QuikTrip worked closely with Staff to design and orient the building

[4] UDO Table 3.2-1.

to meet the applicable plans. Therefore, the site plan meets all UDO standards and the master plan applicable to the Property.

b. *The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.*

Aurora Water gave approval to the site plan, certifying that the Application meets all water-related requirements of the City. Additionally, the approved drainage study confirms that the Application is conformance with the City's master utility plans. Therefore, the City has adequate infrastructure and public improvements to serve the proposed motor vehicle wash. The proposed motor vehicle wash includes its own water reclamation system in which seventy percent (70%) of water will be recycled. Therefore, this criterion is met.

c. *Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.*

The Property is a vacant, over lot graded site that does not have any ridgelines, swales, natural landforms, or other ecologically sensitive features. Therefore, this criterion is met.

d. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.*

As shown on the site plan, the proposed development includes a pedestrian passageway patio area that includes a picnic area. The Station 60 Master Plan also requires street light improvements with pedestrian signals be included in the area to improve the multi-modal connection of the properties in and around Station 60. Therefore, the Application improves the multi-modal environment and overall interconnectedness of the area, and this criterion is met.

e. *The application is compatible with surrounding uses in terms of size, scale and building façade materials.*

As stated in Section (a) above, the Station 60 Master Plan contains detailed design requirements that are met through the use of stucco and stone, red accents to match QuikTrip branding, and building orientation to reduce long plain building facades along roadways. Therefore, this criterion is met.

f. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

As stated herein, QuikTrip worked closely with Staff to develop a site plan design and building orientation that meets the UDO and ensures any new traffic flows will not adversely affect the adjacent properties. Additionally, the Applicant underscores the statements in Section (g) above that the Application meets the applicable spacing requirements and that overall competition within the City is not an adverse impact under this criterion. Therefore, this criterion is met.

PLANNING COMMISSION DECISION

The Planning Commission approved the Application by a 7-0 vote. While Council's review is *de novo*, meaning the Council will review the complete Application and not simply affirm the Planning Commission's approval, there are details from the Planning Commission's deliberations that may be helpful in Council's consideration and deliberation. The Planning Commission, who are well versed in reviewing these types of land use applications, appropriately applied the applicable approval criteria to the Application. Such application of criteria is objective in nature, and multiple Planning Commission members underscored that while they understand community members' concerns, the Application met all of the criteria. For example, Commissioner Gaiser stated, "We need to look at the conditional use permit criteria and as long as that is met, we should approve this regardless of how we feel. We don't set policy, City Council does." Commissioner Walls stated that, "This venue may not be the appropriate place when dealing with density issues… we look at prescribed sections of Code…This application does meet our prescribed sections of code."

These statements underscore the Planning Commission's appropriate application of the City's current law. The spacing/density requirement set forth by Section 146-3.3.RR of the UDO was adopted by Council and was met by the Application, along with the other required criteria. Therefore, the Planning Commission was correct in their unanimous decision to approve the Application.

For the forgoing reasons, the Applicant respectfully requests that the Council uphold the decision of the Planning Commission and approve the Application. Thank you for your consideration.

Sincerely,

David Wm. Foster

CC: STimms@auroragov.org

January 8, 2026

Dear City Council Members,

Thank you for your time and consideration. I respectfully urge you to reverse the Planning and Zoning Commission's decision to approve QuikTrip's conditional use permit application and site plan application for a proposed Bubble Bath Car Wash at the intersection of Airport Boulevard and East Colfax Avenue (the "Applications").

The Applications fail to meet multiple mandatory requirements under the Aurora Unified Development Ordinance ("UDO") and are inconsistent with the Aurora Places Comprehensive Plan ("Comprehensive Plan"). **For the reasons outlined below, denial is not only justified but required.**

For background, I am the owner and operator of Gleam Car Wash (shown below), a locally-owned business that made the first significant private investment on this stretch of East Colfax in decades.





Gleam employs neurodiverse individuals, voluntarily exceeds water conservation requirements for facilities like these, supports adjacent affordable housing, and when it went through its conditional use permit and site application plan process, worked closely with the City to create a design that honors

Colfax's important historic character. Further, Gleam functions as a mini-water treatment plant and takes environmental stewardship seriously. We at Gleam are focused on and invested in the community and that is why I must voice my serious concerns regarding the Applications.

Just a half mile down the road from Gleam is the site of QuikTrip's proposed Bubble Bath Car Wash. Here is a depiction of the car wash from QuikTrip's application materials:



QuikTrip's Application to approve this car wash is inconsistent with its own Master Plan, fraught with UDO violations, violates Aurora's Comprehensive Plan, and lacks public support. I urge you to reverse the Planning and Zoning Commission's decision to approve the Applications and deny the Applications based on the following grounds.

Summary of Grounds for Denial

The Applications:

A. Violate multiple Master Plan and UDO requirements, including failing to comply with numerous design standards that were imposed by Aurora on our Gleam Car Wash facility down the street (why would a locally-owned business be forced to comply with design standards while an out-of-state well-capitalized privately-held company gets to flaunt those same standards and ignore Planning's repeated directives?);

B. Violate both the spirit and letter of Aurora's Comprehensive Plan.

C. Independently warrant denial under UDO § 5.3.9(C) and (D)[1] based on unmet representations and past performance by Quik Trip, including failing to construct a connection to the High Line Canal, as required by Quik Trip's Station 60 Master Plan; and

Any of these grounds alone require the Applications' denial.

Detailed Code Violations

A: Master Plan and UDO requirement violations

The Applications' Lack of Community Involvement and Notice for Meaningful Engagement and Significant Community Opposition

As an initial matter, I want to note that when I submitted my application for my car wash down the street from the one proposed here, we provided notice to all residents and businesses within a mile of the site. I also hosted a neighborhood meeting to provide neighboring businesses and community members an opportunity to provide comment on my application before I submitted it. This community engagement was encouraged by staff then and is now required by the City's code. Unfortunately, no similar notice or meeting seems to have taken place with respect to the Applications.

The City's code requires any applicant who proposes a change in use that introduces new and potentially unanticipated impacts to the community to hold a neighborhood meeting to hear and consider input from the City's constituents. UDO §§ 5.3.1(A) and (C)(3). The Bubble Bath Car Wash will

[1] UDO § 5.3.9 makes clear that "C. In addition to any criteria listed for approval listed in Section 5.4 of this UDO, any permit or approval under this UDO may denied to an applicant who:
. . . 3. ***Is not in compliance with representations made at public hearing or conditions regarding previous City approvals that have been granted to the applicant for any matter."*** *and* "D. The City is authorized to consider the past performance of the applicant in complying with City laws, regulations, and approvals. . . . ***The City Council may deny an application based on past performance of the applicant."***
The Code goes on to provide examples of past performance that may justify denying an application, including:
"1. Evidence of false or misleading statements in application materials or public hearings;
2. Evidence of bad faith in interactions with the public, property owners, stakeholders, or City staff or appointed or elected officials;
3. Evidence of failure to construct projects previously approved by the City in accordance with the terms and conditions of approval."

increase traffic, noise, and potable (drinkable) water usage ***(see attached letter regarding issues with the Applications' water usage specifically).*** Yet, there was no neighborhood meeting relating to the Applications. This left both the applicant and staff without meaningful input from the community before the Applications were submitted. It also makes the record before you incomplete, as it does not include important input from the many neighbors surrounding this parcel.

Compounding the lack of community input at any meeting *before* the Applications' submission is the fact that the notice provided for the hearings on the Applications (including this one) to date has been imperfect, at best. I have spoken with many neighbors of the property who live in the nearby affordable housing and who walk past the parcel every day who have stated that they never saw any posting at the site and were unaware of the Applications until I reached out to them mere days before the Planning Commission's hearing. Even now, according to neighbors I've spoken with, the sign for this upcoming Monday's meeting was placed in a location that is only visible to people walking on a *closed sidewalk*.[2]

Notably, the public that did hear about the Applications unanimously objected to them. The City has received at least six written letters in opposition (several attached), including letters from nearby residents, adjacent businesses, and state elected representatives. All public testimony before the Planning Commission (10.22.24) opposed the project, as did every speaker during the City Council's public comment period at the meeting where Council voted to "call up" the Planning Commission's approval (11.17.24).

This level of public opposition in light of the limited notice provided is significant and should weigh heavily in Council's consideration. To ensure that the City hears from all constituents impacted by the Applications, the Council should deny both Applications as submitted so the City can receive real community input before anything gets built on this site.

[2] The sign posted is also impossible to see or read while driving on Norfolk Street, which is the street neighbors to the parcel use to get to and from their homes.

Unmet Conditional Use and Site Plan Approval Requirements

Enumerated below are criteria required to approve both a conditional use and site plan applications. For multiple reasons, QuikTrip cannot meet these requirements.

To approve QuikTrip's **Conditional Use Application**, the City Council must determine that QuikTrip has established its Application can meet the following criteria:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in UDO § 3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use 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.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

To approve QuikTrip's **Site Plan Application** (a prerequisite for even considering a Conditional Use) the City Council must determine that QuikTrip has established its Application can meet the following criteria:

a. The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

b. The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

c. Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

d. The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

e. The application is compatible with surrounding uses in terms of size, scale and building façade materials.

f. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Applications violate the UDO and Master Plan requirements and demonstrate the proposed use will be inconsistent with existing and planned uses in the surrounding area. *(Conditional Use Criteria (a), (c) and (g) above and Site Plan Criteria (a), (d) and (f) above*).

As more specifically detailed in the City staff's initial comments on the Applications and Elijah Williams' PowerPoint presentation that he intends to use at the upcoming hearing (both enclosed with this letter), the proposed Bubble Bath Car Wash conflicts with multiple provisions of the UDO and the Master Plan[3] applicable to the property. These issues not only violate the City's code, they also make the proposed use and plans inconsistent with the existing and planned uses around the property. To name a few:

- The car wash's tunnel is oriented facing the affordable housing immediately adjacent to it (see image below). This likely violates UDO § 4.4.8[4] , which imposes important decibel limits on commercial uses close to residential properties.
    - Notably, the Bubble Bath Car Wash's plans have the car wash tunnel exit facing north *toward the affordable housing.* This will have the impact of funneling all of the sound from the car wash's operations toward that housing, which is just about 100 feet away. I have built car washes in multiple jurisdictions and based on associated sound studies,[5] I had to implement significant sound mitigation measures. Based on the Applications as submitted, the Bubble Bath Car Wash

[3] UDO § 5.4.3.A.3, setting forth the Conditional Use Approval Criteria, specifically requires any Conditional Use to comply not only with the UDO but also any other adopted City regulations and *any approved Master Plan* that includes the property, including any "conditions specifically applied to development of the property" in a prior decision affecting it.

[4] The Applications do not include any sound study associated with the car wash, the tunnel location, or to otherwise demonstrate compliance with the Code's sound requirements limiting sound above 55 dBA from 7:00 am until 9:00 pm and 45 dBA from 9:00 pm until 7:00 am.

[5] Sound studies performed before mitigation at one of my other car washes indicated the sound coming out of the tunnel reached decibel levels of 110 dBA. For this reason, Gleam's car wash in Aurora is oriented so that the tunnel's opening faces Colfax. Gleam's property in Denver, which is surrounded by residential, includes extensive sound engineering and attenuation to mitigate its noise impacts. The Applications do not include any such mitigation.

does not include any such mitigation measures, making the car wash code incompliant in addition to a use inconsistent with neighboring residential uses.



- With respect to visual impacts, Aurora's code requires articulated elevations to create visual diversity. But the Bubble Bath's north elevation that faces the affordable housing is fully unarticulated and includes only flat stucco with no material change. UDO § 4.8.5.B.2. *The City of Aurora's planning staff commented on this issue **four times** in its review of the Applications but QuikTrip failed to make any changes to its plans to address or resolve this issue, leaving an eyesore for the people living next to the proposed facility.*

- The west elevation (Rear) of the new facility is also flat and unbalanced with the east elevation, lacks windows, articulation, and any design elements, also in violation of several UDO sections, including UDO § 4.8.5.B.2, and Station 60 Master Plan Tab 12, pg 14. *The City's planning staff also identified these issues, including lack of articulation compliance - again without resolution from QuikTrip.*

- The site plan further includes a drive-up service window along Colfax avenue frontage in violation of UDO § 4.6.7.B.4. *This was noted by Aurora's planning staff in their pre-application comments but ignored by QuikTrip in its final submission.*

- There is also a major issue with the Bubble Bath Car Wash's drive aisle and queue lane, which will be visible from Colfax with only minimal screening by landscaping. *Notably, this orientation was not allowed by Aurora staff when I presented my site plan applications to the City for our car wash. To address staff's concerns then, we moved the queue lanes to the back of the property so they would be shielded from the Colfax street view.*

- The 40-foot tower element of the Bubble Bath exceeds the City's zoning code height[6] and is also disproportionate and inconsistent with the surrounding area. Further, as the City's planning staff pointed out, the tower's massing is unbalanced and unattractive with a 10'

[6] Since the site is in the MU-C zone district and within 75 feet of affordable housing, the UDO § 4.2.2 Table 4.2-3 specifies that the maximum height is 38 feet.

base, 13' roof (mid), 17' of tower. Noth the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. UDO § 4.8.5(b)(2); *see also* Station 60 Master Plan, Tab 12, pgs. 14 & 15.[7]

- Finally, UDO § 2.4.3.D.2.A requires a 400-sf public plaza on the site that is clearly visible. The Site Plan submitted includes a patio, but it is only 225 sf.

- Finally, the Site Plan does not address pedestrian access or connectivity as required by the UDO.

As evidenced above, there are many issues with the Applications. And despite City staff identifying these (and other) deficiencies, QuikTrip failed to resolve them. Nor did QuikTrip request any sort of variance or adjustment from the City's Board of Adjustments or Planning and Zoning Commission to provide an exception from the above Code requirements. UDO § 5.4.4.

These requirements are in place to protect neighboring landowners, residents, and businesses, and were (as they should have been) imposed on my car wash application for the Gleam down the street. The Planning Commission's approval of the Applications in the face of these clear code violations is therefore inconsistent with how the City has treated other similarly situated applications for car washes in this area, including my own.[8] This City Council should deny the Applications as submitted to protect the property's neighbors and ensure that new development within the City complies with City Code.

[7] The Master Plan, for example, requires building design to continue on all four sides.

[8] For example, here are a few examples of Code requirements that my application had to comply with that the Applications at issue here fail to comply with:

- Building orientation (QuikTrip's car wash is planned to face Colfax, something that was specifically precluded with respect to my planned car wash)
- Building height
- Pedestrian circulations and linkage
- Horizontal articulation
- Community participation and input within 1 mile

B. QuikTrip's Applications are Contrary to Aurora's Comprehensive Plan

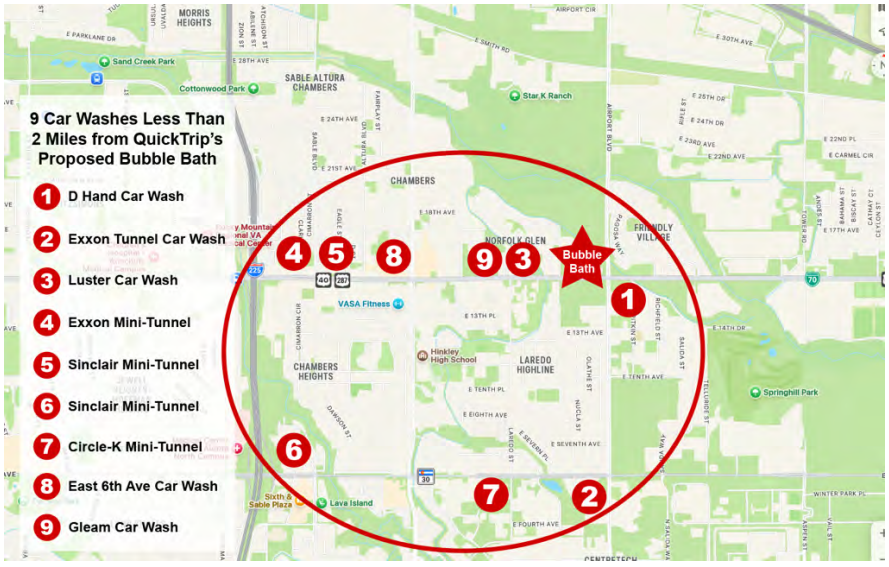
The Applications are Inconsistent with Aurora's Comprehensive Plan, will change the predominant character of the surrounding area, and will be a drain on Auora's public infrastructure. *(Conditional Use Criteria (b), (d) and (e) above and Site Plan Criteria (a), (b), (c), (e), and (f) above*).

The Applications' proposed use and site plan also conflicts with multiple core principles and policy goals of the Comprehensive Plan, including a **Strong Economy** and a **Thriving Environment**. Further, the car wash, as proposed, will change the character of the surrounding area and will also be a drain on Aurora's public infrastructure.

Economic and Land Use Conflict

The Comprehensive Plan calls for redevelopment that attracts diverse employers, higher-quality jobs, and fiscally productive land uses. Comprehensive Plan Ch. 3, pg 20. It stresses the importance of improving support for small businesses. The proposed car wash does the opposite.

There are currently at least **eight car washes within a two-mile radius** of this site (see below), and Aurora has approved **at least fifteen new tunnel car washes in the past five years**, nearly doubling the existing supply. This concentration displaces opportunities for other commercial or mixed-use development and undermines the long-term fiscal sustainability of the car washes the City has already approved.



Further, unlike Gleam, typical car washes like the proposed Bubble Bath car wash consume substantial public infrastructure resources, including potable (drinkable) water and wastewater - an outcome directly contrary to the Comprehensive Plan's fiscal health principles. Ch. 2, p. 14-15.

Environmental Stewardship Conflict

The Comprehensive Plan also emphasizes water conservation and integrated land-use planning. The Bubble Bath proposal includes a reverse osmosis system that unnecessarily rejects approximately **400 gallons of potable water for every 200 gallons of usable product water**, discharging thousands of gallons daily into the sanitary sewer system. Unlike Gleam, this Bubble Bath Car Wash uses a reverse osmosis system that wastes water and stresses the City's sanitary sewer system.

This wasteful practice conflicts with the City's conservation objectives, stresses wastewater infrastructure, and ultimately increases system-wide costs—costs that directly impact housing affordability through higher tap fees.

Community Design Conflict

The Comprehensive Plan also envisions Colfax as a corridor of walkable, visually engaging, and context-sensitive development. The proposed car wash does the opposite. It reinforces an auto-oriented, transient travel-center character, with blank walls, exposed equipment, oversized structures, and prominent illuminated signage. This design conflicts with the Comprehensive Plan's call for high-quality, distinctive corridor development.

C. QuikTrip's failure to comply with previous approvals independently warrants denial under UDO § 5.3.9(C) and (D)[9]

In addition to violation of the UDO sections above, UDO §§ 5.3.9(C) and (D) authorize the City Council to deny applications when an applicant has failed to comply with prior requirements or representations made during public hearings and based on past performance of the applicant.

QuikTrip received approval of its Station 60 Master Plan on March 2, 2022 in Case Number 2021-7004-00. That Master Plan required QuikTrip to build a **pedestrian connection to the High Line Canal**:

[9] UDO § 5.3.9 makes clear that "C. In addition to any criteria listed for approval listed in Section 5.4 of this UDO, any permit or approval under this UDO may denied to an applicant who:
. . . 3. ***Is not in compliance with representations made at public hearing or conditions regarding previous City approvals that have been granted to the applicant for any matter."*** *and* "D. The City is authorized to consider the past performance of the applicant in complying with City laws, regulations, and approvals. . . . ***The City Council may deny an application based on past performance of the applicant."***
The Code goes on to provide examples of past performance that may justify denying an application, including:

> "1. Evidence of false or misleading statements in application materials or public hearings;
> 2. Evidence of bad faith in interactions with the public, property owners, stakeholders, or City staff or appointed or elected officials;
> 3. Evidence of failure to construct projects previously approved by the City in accordance with the terms and conditions of approval."



Almost four years later, QuikTrip does not appear to have made any progress delivering on that promise. To my knowledge, it has not even submitted a design for these improvements to the City. All the while, the crossing in place remains unsafe for pedestrians in the area while they wait for QuikTrip's improvements. Under UDO § 5.3.9(C) and (D), the City should deny the Applications unless and until QuikTrip delivers on the promises it made in its prior City approvals.

Conclusion

The Applications do not comply with the City's code. The City Council should reverse the Planning Commission's approval and deny the Applications based on UDO violations, a lack of consistency with the Comprehensive Plan, and unmet promises of the Applicant. Approval would undermine Aurora's fiscal resilience, environmental stewardship, and commitment to locally driven economic development.

For these reasons, I respectfully request the Council to reverse the Planning and Zoning Commission's decision to approve the Applications and deny those Applications at Monday's hearing.

Sincerely,

Emilie Baratta

Founder/Operator, Gleam Car Wash

ENCLOSURES: (1) PowerPoint; (2) Letter re: Water Usage; (3) Previous Letters in Opposition to Applications; (4) City Comments on Applications; (5) Gleam & Neighbors Appeal re Planning Commission Vote

The QT Bubble Bath Conditional Use Permit Approval Criteria Not Met

Bubble Bath - Colfax Avenue - Final Hearing

Multiple unresolved code violations identified by staff and not resolved by the applicant.

The site plan does not meet UDO established standards or Master Plan requirements. Additionally the applicant has made no attempts to mitigate negative impacts to surrounding properties.

The application is not appropriate for the property.

A Conditional use is not a use by right.

These are code-based violations (not opinion).

Pattern of noncompliance and deflection in the comment responses.

Aurora standards have not been met.

Specific Direct Code (Law) Violations

1. UDO 146 4.6.7.B.4 Drive Through Stacking - The site plan has drive up service window along Colfax frontage. This was noted in the pre app comments but ignored.
2. UDO 146 2.4.3.D.2.A Required: public plaza, clearly visible, at least 400 S.F. However: QT patio is 225 S.F. This is not 400 SF. Furthermore, it does not address pedestrian access or connectivity as required.
3. UDO 146 4.2.2 Table 2-3 MU-C (5) 40’ Tower designed. 38’ max. Note (5) Applies to general structures an affordable housing. The property abuts newly constructed affordable housing. Height is 40’ not 38’.
4. UDO 146 4.8.5.B.2 Horizontal articulation - Planning comment repeated 4 times. QT refuses to address. The master plan also has guidelines that were not met.
5. UDO 146 4.4.8 Neighborhood protection - Tunnel noise pointed at residential, no sound attenuation or buffer.
6. Because of these previous five violations the application does not meet the criteria of city code section: 146-5.4.3.A.3 Development Application and
7. 146-5.4.3.B.2.C Criteria for Approval

“If there are conflicts in the Code, UDO,or the Master Plan, the more restrictive standard shall apply.”

1. Drive Through Service on Colfax Frontage

Configuration conflicts with Aurora standards

Relabeling a facade does not resolve the violation



4.6.7. DRIVE-THROUGH STACKING AREAS.

Required Drive-Through Stacking Spaces		
Drive-Through Activity	**Minimum Required Stacking Spaces (per lane)**	**Measured from Flow Line To**

B. *Size and Location.*

1. Vehicle stacking spaces shall be a minimum of 8.5 feet in width and 19 feet in length.

2. Required vehicle stacking spaces shall not interfere with access to parking spaces. They may be located anywhere on the site provided that multi-modal traffic impacts on- and off-site are minimized and the location does not create negative impacts on adjacent properties due to noise, light, or other factors.

3. Electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall not be audible beyond the property line with any adjacent Residential district.

4. Customers in vehicles shall only be served through service windows or order stations located on the rear of the building or on a side of the building not adjacent to a street frontage.

5. In the MU-TOD Edge subdistrict and the MU-OA-G subdistrict, no drive-through lane or vehicle stacking area may extend between the front of the building and the front lot line.

623



Service Window, Order Station adjacent to frontage

Colfax Frontage

2. Required Public Plaza

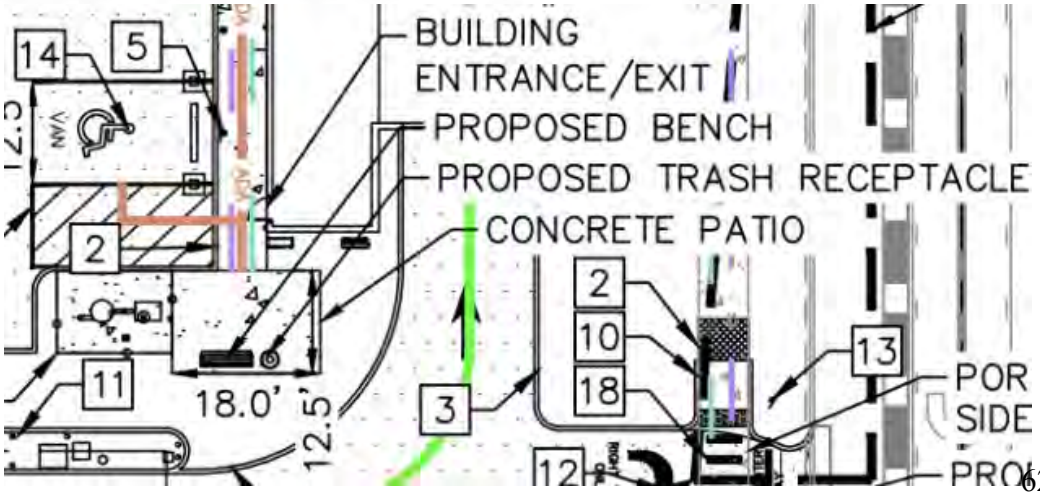
QT fuel station has a plaza, it is 600+ away behind a building. Not convenient or efficient.

2.4.3. MIXED-USE -- CORRIDOR DISTRICT (MU-C).

D. 2. *Additional Standards for Subarea C.* In Subarea C, the following elements shall be incorporated into each development, unless the element is already included in an adjacent development in the same MU-C zone district and residents and patrons of the proposed development will have convenient and efficient access to those elements:

a. At least one public plaza or outdoor meeting area clearly visible from an adjacent street and containing at least 400 square feet of plaza or meeting area.

QT Bubble Bath has designed a 225 s.f. patio with a bench. Not a meeting area, not accessible or visible.



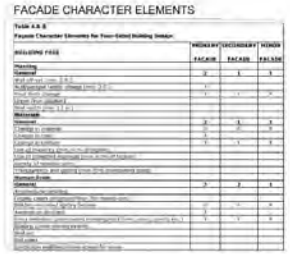
Planning repeatedly requested this and even offered examples. QT told them it would be a pedestrian passage, then ignored them, then added a bench and a trash can.

625

3. Facade & Design Standards Unresolved

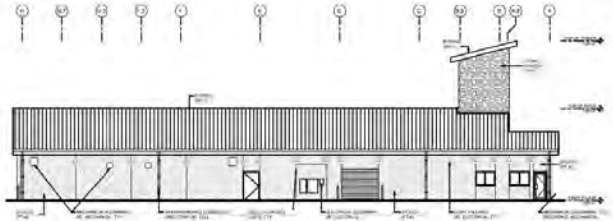
Repeated Comment: 4 times. Planning even used different language and referenced the code.

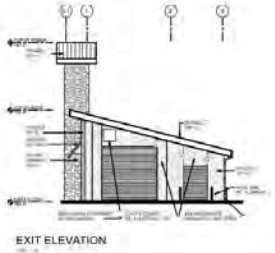
The Station 60 Master Plan specifically provides guidance. Tab 12, pg 14,15. Building design, articulation shall continue on ALL SIDES. And more. QuikTrip has refused to

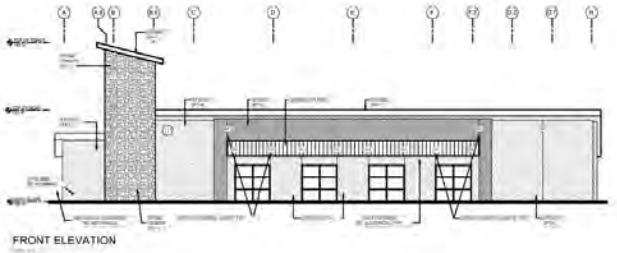












Kimley»Horn

DESIGNED BY: AA
DRAWN BY: AA
CHECKED BY: EJS
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn

PROJECT NO.
096888060

SHEET
09

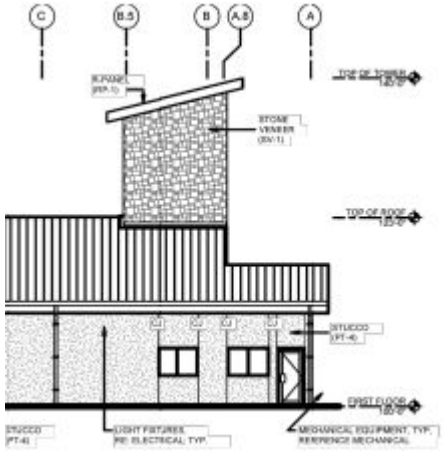
4.2.2. GENERAL DIMENSIONAL STANDARDS SUMMARY TABLES.

Table 4.2-3
Summary of Mixed-Use Districts Dimensional Standards

See additional standards in Section 146-2.4 (Mixed-Use Districts)

Zone District	MU-N	MU-OI	MU-C	MU-OA	MU-FB	MU-TOD	MU-R	MU-A
Within 75 feet of R-1 or R-2 district [5]	38 ft. max.	38 ft. max.	38 ft. max.	See Table 2.4-5	38 ft. max.	48 ft. max.	38 ft. max.	38 ft. max.

[5] Applies to general structures and to affordable housing structures.





Conclusion

- These are fundamental site and design failures
- Conditional Use Permit criteria are not satisfied
- Planning’s approval findings cannot be supported

October 27, 2025

Aurora City Council
Aurora Water Engineering Division
City of Aurora, Colorado

Subject: Water Use and Reclamation Efficiency at the Proposed Bubble Bath Car Wash

Dear Council Members and Aurora Water Staff,

I am writing to provide additional technical perspective regarding the proposed "Bubble Bath" car wash associated with the QuikTrip Station 60 development. While Aurora Water appropriately requires that conveyor car washes reclaim at least 75% of their water use, this standard is frequently misunderstood in practice. The issue is not whether reclaim systems exist, but how effectively reclaimed water is deployed and how total site water efficiency is measured.

All modern conveyor car washes—including Bubble Bath—capture nearly 100% of tunnel runoff through reclaim pits. The question is how much of that water is truly reused in the wash process, and how efficiently it is managed relative to fresh water inputs and reverse osmosis (RO) waste.

The proposed Bubble Bath car wash design includes a relatively small reclaim system rated at approximately 100–120 gallons per minute (GPM) and notably lacks sand filtration. The system uses two to three high-pressure pumps, each capable of pumping up to 35 GPM, which means it will operate at or near maximum hydraulic capacity. Although reclaim water can be reused for brush lubrication and certain low-pressure wash functions, overall performance depends on operator settings, water chemistry, and equipment calibration.

When car washes report using "14–17 gallons per car," that figure generally reflects freshwater use only, measured during "gate time" — the active period that chemical and rinse applications are applied to each vehicle. In modern systems, chemical distribution panels control this flow. Each panel typically serves multiple applicators, using between 5–10 GPM per board, with most new tunnels using two such panels. Similarly, rinse bars range from single-hole configurations (2–4 GPM) to double-hole versions (4–7 GPM), further affecting total water use.

Even when a reclaim system performs optimally, the "75% reuse" calculation is often limited to tunnel recirculation. For example, a wash may use approximately:
- 14 gallons of fresh water for chemical dilution,
- 6 gallons of fresh water for rinsing, and

- 105 gallons of recycled reclaim water.

On paper, that equates to roughly 80% reclaimed use, satisfying code requirements. However, this figure does not account for one of the most water-intensive components of the operation — the reverse osmosis (RO) system used for spot-free rinse.

The Bubble Bath car wash design includes a 500-gallon RO unit intended to produce low-mineral "spot-free" water. Given Aurora's incoming water hardness of 11–14 grains, this system will generate approximately 400 gallons of reject (waste) water for every 200 gallons of usable RO product water. This reject stream, containing all the dissolved solids removed from the feed, is not reclaimed or reused, but discharged to the sanitary system.

When RO reject is included in the total site water balance, the effective recovery rate drops well below 75%. The result is a facility that appears compliant by design but in practice consumes substantially more potable water than its reported efficiency suggests.

As Aurora continues to strengthen its water conservation policies, it is important that new developments—particularly high-volume water users like car washes—be evaluated based on true total-site water efficiency, not just theoretical reclaim performance. In this instance, the design and configuration of the proposed Bubble Bath Car Wash raise serious concerns regarding actual water use, operational sustainability, and long-term compliance with the spirit of Aurora's water management goals.

Thank you for your attention to this matter and for your ongoing commitment to responsible water stewardship. I would welcome the opportunity to discuss these findings further with Aurora Water staff or any interested Council member.

Respectfully submitted,

Elijah Williams

Thursday, January 8, 2026 at 9:13:04 PM Mountain Standard Time

---

Subject:	Another new car wash? Really?
Date:	Monday, November 17, 2025 at 12:27:48 PM Mountain Standard Time
From:	Michael A. Wolff
To:	mcoffman@auroragov.org, rsundber@auroragov.org, fbergan@auroragov.org, cmurillo@auroragov.org, rlmedina@auroragov.org, shancock@auroragov.org, alawson@auroragov.org, acoombs@auroragov.org, cgardner@auroragov.org, djurinsk@auroragov.org, akassaw@auroragov.org, jbatchel@auroragov.org
CC:	Emilie Baratta
Attachments:	image001.gif, image002.png

Dear Mayor Coffman, Council and Staff:

Before you read this, or "file it," I would like to respectfully ask that you travel along Colfax – especially where it meets I-70 toward the east. We really *do not need* more construction there at this time.

I am writing to respectfully request that you exercise your authority under Aurora Municipal Code UDO §146-5.3.11 to call up the Conditional Use approval granted by the Planning Commission for the proposed Quick Trip "Bubble Bath" Car Wash (Project #1800993) at Station 60. I further ask that you vote to remand or, preferably, reverse the Planning Commission's decision.

We're proponents of a local business – we're located on Jasper – and we just found out about this new proposed use and we do not like it and do not support it, for reasons both personal and procedural.

Personal: no one in the neighborhood was aware of what QuikTrip was planning; we do not want yet another car wash in our immediate area! We have six, including a new one approved just a few years ago! Yet another car wash would **waste water**, waste land, **stress local businesses** and is just unnecessary. Is this not what a "conditional use" is for – to determine whether something is the right use at the right time? This is NOT the right use and NOT the right time.

Procedural: it's our understanding that there were errors and violations including in this process including:

1. Code Violations and Procedural Errors:

Failure to Hold a Required Neighborhood Meeting
Aurora Municipal Code §5.3.1 requires the Planning Director to hold a First Review Neighborhood Meeting if an application raises potential unanticipated impacts on the surrounding area. A large conveyor tunnel car wash at this location clearly meets that threshold, given the **likely impacts on traffic**, local businesses, water consumption, and neighborhood character. (I live in Deer Trail,

and have to get on Colfax to get to work – there is no alternate route for me.)

2. Code Violations and Procedural Errors: Noncompliance with Design Standards

The proposed car wash design fails to meet several requirements of Chapter 146 – it's ugly, in short. But these elements directly contradict the City's design intent for neighborhood-compatible development and further justify reversal. Rather than get into the weeds, you can look at Gleam Car Wash and look at any Quick Trip and see a dramatic difference – required by code – in articulation.

3. Policy and Planning Considerations

Conditional uses exist precisely so the City can determine whether a given use is appropriate for a particular neighborhood at a particular time. This project is not.

According to Aurora Places, the City's Comprehensive Plan, development should "emphasize the importance of creating and improving the variety and types of places throughout the city." The Colfax corridor between I-225 and Airport Boulevard is already oversaturated with car washes—at least six within walking distance of the proposed site. The International Car Wash Association recommends 2–3 miles of separation between conveyor washes; the nearest existing tunnel wash is less than half a mile away.

Conditional uses should answer the question "is this use right for this neighborhood at this time?" Why else would a conditional use expire after one year but to recognize that neighborhoods and communities need change, that needs can change fast, and that government should have a say in directing this growth.

This project adds no public benefit, worsens water waste, and undermines the City's stated goals for balanced, sustainable land use.

4. Economic and Community Impact

Enough with the gas stations and car washes too close to each other. Just enough.

Request for Action

Given the procedural errors, noncompliance with design standards, oversaturation of similar uses, and the disproportionate economic and community impact, I respectfully ask that you:

1. Call up the Planning Commission's conditional use approval (Project #1800993).

2. Vote to remand for proper neighborhood engagement—or ideally,
3. Reverse the approval outright.

Aurora has an opportunity here to uphold the intent of its code, protect small businesses, and guide responsible growth along Colfax.

Michael A. Wolff
Operations Manager
Black Diamond Radio
Mobile 850.797.7837



Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

I am writing this letter of support on behalf of my constituent Emilie Barrata, a local small business owner of Gleam Car Wash. Gleam Car Wash is an innovative and first in the nation sustainable car wash. Ms. Burrata owns two car wash locations in Denver and Aurora, employing 40 individuals. With a state of the art water reclaim system, Ms. Burrata's car washes are able to use less than 15 gallons of water per car wash, and reclaim 100% of the water utilized. Her commitment to sustainability and local job creation makes Gleam Car Wash a valuable asset to our community and a model for environmentally responsible business practices.

I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

Gubrud, Stephen

From: Jennifer Strotman <[redacted]>
Sent: Monday, October 20, 2025 9:22 AM
To: Sundberg, Steve
Cc: Gubrud, Stephen
Subject: Re: Station 60 Car Wash Project # 1800993

Follow Up Flag: Follow up
Flag Status: Flagged

This Message Is From an External Sender
Report Suspicious
This message came from outside your organization.

The apartment complex promised a dog park, and promised Norfolk Glen access to it. They built a fenced 30x30 gravel pit and threaten anyone who walks in their "property" with trespassing charges. They don't even like us going to them with issues like dogs being loose or tired up on porches, trash, fireworks, etc. They also promised the access point to the High Line Canal at Norfolk St. Ugh. That's a whole separate matter.

Would the planning commission take into account the other car washes in the area? I highly doubt 3 are needed in less than 1 mile. Do you know when the public notice was posted? I never saw signage and I walk past the parcel daily. If the meeting has not happened yet, I'd like to voice my concern and also hear from the folks proposing this. As you know, that whole area is a disaster, and QuickTrip does literally zero management of their property. The street light at Norfolk & Colfax was hit by a car almost a year ago, still hasn't been replaced and the city & Xcel can't do anything about it because the property (lights included) are still under QuickTrip management. There have been multiple accidents at Norfolk & Colfax due to the lack of light, and poor line of sight due to all the construction. The footpad for the light is exposed, wires included, and again, no one can do anything about it. There's trash, weeds, etc all over that vacant lot.

On a separate note, is there any need for a community rep for the new shelter project? I work a lot with the shelter, and I'd like to volunteer if there's anything I can help with.

Thanks again for chatting with me!

On Oct 20, 2025, at 8:58 AM, Sundberg, Steve <Steve.Sundberg@auroragov.org> wrote:

Hi Jennifer,

Thank you for reaching out and sharing your thoughts. I appreciate your engagement and concern for how our community grows.

You're absolutely right that we will eventually need a fourth police district station, and current planning suggests it will likely be located a bit further northeast to best serve the expanding area. The first key factor, however, is staffing. In 2021—before I joined City Council—the department lost 126 officers, and the losses continued for a couple of years due to temporary and ineffective leadership. Fortunately, under our new permanent Police Chief, who has been on the job for just over a year, we're finally seeing solid gains. If this trend continues, we should reach full authorized staffing (748 officers) by the end of 2026. Ideally, we need around 808 officers to meet the national best-practice ratio of two officers per thousand residents. Currently, we have about 670.

As for the car wash project, I understand your concern. There are indeed a lot of them in certain areas. However, it's important to note that City Council doesn't decide which specific types of businesses locate where—that's largely determined by the free market. Our role is to ensure zoning and development meet code and community standards, but business competition and market demand ultimately drive what gets built.

A good example is Dutch Bros Coffee near Buckley and Iliff. There were already coffee options nearby, yet the market proved strong enough for another—now it's thriving. That's the nature of an open, competitive marketplace.

That said, I'm in communication with the Quick Trip representatives to better understand their plans and whether they truly see this as a viable addition. While it's not the role of Council to deny one business in hopes another type will come along, I do try to keep character and safety of each area in mind when we review proposals.

I do love dog parks and I think they are a great way to bring community together. This, however, is private land and they lively need a return on their investment. The new dog parks we are seeing, are coming from new neighborhoods and private development, such as Painted Prairie, Windler, Horizon Uptown, etc. Perhaps the apartment complex there could have built a small dog park, but maybe thought the eventual Highline Canal access would take care of the recreational component. Dog parks do come with

solid resistance at times from neighbors who think the noise levels might be too disturbing.

As someone who's been a small business owner for decades, I have a real heart for the "little guy" and understand how competition can feel daunting. I'll continue to advocate for thoughtful, balanced growth and open communication as our city continues to expand.

Thank you again for sharing your perspective—it truly helps inform the conversation.

Warm regards,

Steve Sundberg

Aurora City Council – Ward II | Mayor Pro Tem

Office 303.739.7015
Cell 303.525.6659

From: Jennifer Strotman <s[redacted]>
Sent: Sunday, October 19, 2025 9:44:43 AM
To: Sundberg, Steve <Steve.Sundberg@auroragov.org>
Cc: Gubrud, Stephen <sgubrud@auroragov.org>
Subject: Station 60 Car Wash Project # 1800993

Hello Steve,

I was recently looking around on the planning site and came across the proposed project 1800993 for yet another car wash in my immediate community.

There are already two car washes in this area; one at Colfax & Airport, and another at Laredo & Colfax. This proposed car wash would be the third in 1 mile, which is a bit ridiculous. Neither of the two car washes are ever busy, and a third would be a drain on those two businesses, and the water demand would also increase.

Ideally, I'd LOVE to see a Police Station, dog park, or even a coffee shop in this location. The last thing our community needs is another car wash. I have talked with a few other neighbors and they feel the same way, and they all would love a Police Station, as we don't have one near us and we are in desperate need of some police presence in our growing area.

Let me know what we can do to get something useful in our community at this location.

Best,
Jennifer Strotman
[redacted]

Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

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I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

7/25/2024

Jeremy Weber
Evergreen Devco, Inc.
2390 E Camelback Road Ste 410
Phoenix, AZ 85016

Re: **Initial Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Weber:

Thank you for your initial submission, which we started to process on July 5th, 2024. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before August 12th, 2024.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner I
City of Aurora Planning Department

cc: Juan Rodriguez, Lique Engineers, LLC
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev1

Initial Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Document Completeness and Organization.
- Adherence to Open Space and Landscaping Requirements.
- Inclusion of Traffic Signage and Proper Access Spacing.
- Implementation of Horizontal Articulation on Building Elevations.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. Two external referral comments were received from Xcel Energy and Buckley Space Force Base. You can find the comment letters attached following the City review comments.

1C. At this time, the application fee has been paid, therefore there are not any additional planning fees due at this time.

2. General Planning Comments

Cover Sheet

2A. This cover sheet needs some re-organization to ensure all items are present and legible. Please update the following:
a.) Move the Vicinity map up, closer to the project title.
b.) Increase the size of the amendment block (needs to be large enough to contain the amendment description). Relocate to the bottom 1/2 of the sheet, wherever convenient.
c.) Increase the size of required notes, should fill the rightmost 1/3 of this sheet up to approx. the top of this text box.
d.) Slight increase in the size of the signature block. Move up on the sheet to the maximum extent practicable. Data and amendment blocks will need to be moved.
e.) Relocate the data block to the area below the vicinity map/signature block.
f.) Slight reduction in the size of the sheet index. Relocate to the area under the vicinity map/signature block.
g.) Move the Logo to the remaining empty space, ideally in corners/sheet edges, not the center of the sheet.

2B. Title should read (all in bold lettering): **Bubble Bath Car Wash - Site Plan**

2C. Please fix the corrupted text.

2D. Please add required and provided bicycle parking counts to the data block.

2E. The notes should be much larger and need to be legible on an 11x17 printed copy. Please see the previous comment regarding the cover sheet layout.

2F. To avoid future amendment processes please include approximate signage data and show the location on the site plan.

2G. All sheets must be resized to 36 x 24.

2H. The overall project submittal should include a detailed operations plan that addresses concerns about noise from the vacuums, trash collection, any environmental issues associated with the water runoff or chemicals, hours of operation, peak hour employee counts, etc.

Sheet 2

2I. For all adjacent properties please indicate the applicable zone district (in this case all should be labeled MU-C).

2J. I am unable to find the referenced detail for these enclosures. Planning would expect the equipment to be fully enclosed to aid with noise mitigation. Please add these details.

2K. Please do not show the building interior/ floor plan on this sheet.

3. Streets and Pedestrian Comments

3A. Per the pre-app notes a plaza, courtyard, or open-space area is required for developments within this zone district. Please indicate the location of this feature on subsequent submittals. This area is generally oriented around a main or employee entry area and includes seating, pedestrian scale lighting, and enhanced landscaping features. The minimum dimension for this feature is generally 12 feet and should contain 300-400 sf of useable space.

3B. For any features included in the plaza area such as bench seating, trash receptacles, etc. please include a detail within the site details section of the site plan document.

4. Parking Comments

4A. Please dimension all parking spaces and ensure that they comply with requirements. ADA van space(s) appear to be currently out of compliance.

5. Architecture and Urban Design Comments

5A. UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please either modify the elevations to implement such an articulation method or indicate which features are intended to fulfill the said requirement. I think the addition of some vertical columns can help tremendously as well, especially if they are the same stone as the main parapet tower. Something is needed for the side, long elevations.

5B. Architectural materials and overall design to conform to the Commercial and Residential Design section of the Station 60 Master Plan.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

Cover Sheet

6A. PDF printing issues.

Sheet 7

6B. Remove indicated items.

6C. Please indicate what landscaping feature(s) is/are present here.

6D. Show the property line thicker and as a traditional line type. That is a long dash and two short dashes.

6E. Provide more than 3 shrub species on this landscape plan. The shrub rose while listed isn't being specified anywhere and so there is only Russian Sage and Mugo Pine.

6F. Why is this listed, but not being use?

6G. Mugo pines are not considered a buffer plant. They take too many years to grow before they will provide any screening or buffering.

6H. Please insert the required counts as indicated in the Landscape Ordinance Compliance section.

6I. Confirm: 391? or something less, (driveways and curb cuts).

6J. Driveways/curb cuts can be subtracted.

6K. SH is not in the plant schedule.

6L. Perennials may be used as accents but may not be used to satisfy the parking lot landscape requirement. Six shrubs are required. Do not use all mugo pine given their eventual size. Update all parking lot islands.

6M. Shift this to satisfy the parking lot end island and buffer tree requirement.

6N. There is both a perennial and shrub version. Perennials don't typically come in 5 gallons.

6O. No, this area has not been accounted for on the ISP. Provide landscaping.

6P. Turn the label off.

6Q. Please be advised. While a nice ornamental tree, these typically do not perform well here.

6R. See the review comment on this sheet.

6S. Do not include the interior of the building. Only include a darker building outline.

6T. This is the incorrect building perimeter landscape requirements. This is for a townhome or multifamily building. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative.

6U. Sod is not permitted in parking lot islands. This should be 6 shrubs.
6V. All parking rows are to terminate with a tree. The site is over-parked and therefore make adjustments to the parking to provide the required parking lot island tree.
6W. Dimension and label the street frontage buffers.
6X. Arrow locations need to be adjusted.
6Y. Only use deciduous canopy trees in the parking lot islands.
6Z. Verify whether the landscaping for the abutting streets/private drives is to be installed, maintained, and irrigated by the car wash or if it will be the master developer. If this is done by the car wash, then do not show it grayed back. Include the plant callouts, update the plant schedule, and include the landscaping as proposed by the previously approved Infrastructure Site Plan. Do not include the reference notes to the previous Infrastructure Site Plan IF the car wash applicant is responsible for it.
6AA. Typo: Tahoma
6BB. Relocate the flagpole. Conflict with parking lot island tree.
6CC. Turn off the elevation information.
6DD. Darken the sidewalk edges...all sidewalks.
6EE. Add this note if the landscaping is to be installed by the master developer. Refer to CN#2021-6057-00, Station 60 Infrastructure Site Plan.
6FF. These areas that were previously designed and to be installed by the master developer should read differently and not be the same layer/pen color as the mulches, ground plane treatment, etc. as the proposed landscaping. They read too similarly.
6GG. Update this note to state the following if the landscaping is to be installed by the master developer: Refer to CN#2021-6057-00, Station 60 Infrastructure Site Plan.
6HH. Label as private streets.
6II. Label the retaining walls.
6JJ. 6' HT.
6KK. Please separate grasses and perennials from the shrubs.
6LL. Update the table to include the provided quantities.
6MM. Remove this portion of the note.
6NN. See miscellaneous comments from landscaping.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

7. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)
Sheet 1
7A. Please add the following note: "The Infrastructure Site Plan (ISP) and civil plans for the associated infrastructure must be approved before the issuance of building permits. The construction shown on the civil plans for the ISP for associated infrastructure must be initially accepted by the City prior to the issuance of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) per the approved Public Improvement Plan."
7B. Add note #4; "The applicant must comply with all applicable requirements of the Americans with Disabilities Act."
Sheet 2
7C. Remove the stamp from the site plan, TYP.
7D. What is this connecting to? If tying into a different site, please add the site plan case number.
7E. Existing or proposed? Please differentiate, TYP. Please add the ISP case number.
7F. Provide a receiving ramp.
7G. Provide curb ramp, TYP.
7H. Proposed ...(dimension).
7I. The fire lane radii should meet the requirements in Section 4.07.1.01 in the Roadway Manual.
7J. Label/dimension all existing and proposed easements.
7K. Is there scoring or hatch? If it is a scoring, please remove scoring on ramp, TYP.

Sheet 3

7L. Please revise the slope per section 4.07.9 of the 2023 COA Roadway Design Manual.
7M. Show and label proposed easements.
7N. Provide access drive slope to the street.
7O. max 4% slope required for access drive sloping down to the street.
7P. Provide/define pavement material.
7Q. Please add the following note: "Detailed layout and design for proposed curb ramps within the right-of-way or along an accessible route will be completed with the civil plans."
7R. Please add the following note: "The maximum cross slope in an accessible path shall not exceed two percent. The maximum longitudinal slope in an accessible path shall not exceed five percent."
7S. Show proposed grades tying into existing.
7T. Provide the max height or height range for the proposed retaining wall. Provide a typical section for the wall. Any retaining walls over 30" require railing.
7U. Advisory note: Please review section 4.02.7.03.3.1 regarding when structural calcs are required. Structural calcs, if applicable, will be required with the first submittal of the civil plans.
7V. Provide a typical section for the retaining walls.

Sheet 9

7W. Remove all the copyright notes, TYP.

Sheets 11 & 12

7X. Please remove the indicated details.

Sheet 13

7Y. Advisory note: A Photometry plan will be required for all private streets per section 2.13 of the 2023 COA Roadway Design Manual with the civil plan.

8. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)

Sheet 2

8A. Label type of intersection. Example (Full movement, Right in Right out, Three quarters.)
8B. Label Sight triangles.
8C. Include required stop signs where indicated.
8D. Access spacing is 150'. This is to close this intersection. The access should line up with the QuikTrip to the east access.
8E. Sidewalk connection here. This reduces the pedestrian tip by 250'.
8F. This doesn't meet van-accessible spacing.

Sheet 7

8G. Add sight triangles for the accesses.
8H. ADD NOTE: All proposed landscaping within the sight triangle shall comply with COA Roadway Specifications, Section 4.04.2.10.
8I. This looks to get 3-4 feet tall and looks like it could be in the sight triangle. Plants should be 2' or less in the sight triangle.
8J. Trees need to be 50' from stop signs.

Traffic Letter

Sheet 2

8K. It is only called Exhibit in the appendix this will need to match.

Sheet 3

8L. This is for a gas station, and we have civil plans for this development, and it is on the east side of the private drive. What space is this taking development taking? These trips will need to stay.
8M. We will want to see AM Peak hour and Daily trips. I know ITE only has generation for PM peak hour. List assumptions on how AM and daily were created. Look at ITE code 947 to base some of the assumptions off of.
8N. Will need to do a vehicle queuing evaluation based on car wash operations. Either do queuing observations at 3 other locations or provide a study that evaluated queuing for car washes. Does the site have enough storage to store all vehicles that are queued up for a car wash?

Sheet 6

8O. Report list this as Exhibit A. Terminology needs to match between the report and the appendix.

9. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)

Cover Sheet

9A. Add the following items to the DATA BLOCK: - Construction Type- Building Use Group- Van Accessible Parking Spaces Required- Van Accessible Parking Spaces Provided

Sheet 2

9B. Using a heavy dashed delineation and label show the exterior accessible route of travel throughout the site plan to accessible parking and accessible passenger loading zones. 60% of the required building entrances. Indicate all entrances and required exits on the plan. Curb ramps at street crossings and accessible parking space access aisles connect to adjacent sidewalks. Provide marked crosswalks in all areas where the accessible route crosses a drive aisle. Show and label the location of accessible units required by IBC Chapter 11 and the revised 2003 HB-1221 to be part of the exterior accessible route.

9C. Delineate and add the Accessible Route to the Legend, Site Plan, and Photometric Plan.

Sheet 4

9D. Show and label the width of all fire lane easements by dedication.

9E. The Utility Plan must show the water lines (to include sizes): Mains in the street. Lines through the interior of the property. Fire hydrants are proposed and existing.

9F. Maximum allowable travel distance for fire apparatus without a turn-around (150 ft).

Sheet 9

9G. Show the location of the building Knox Box in the Legend and on the Elevation drawings.

Sheet 11

9H. Provide a detail for the Accessible Parking spaces, loading area, and ramp to the adjacent sidewalk.

Sheet 13

9I. The photometric plan must show and label the location of the internal site accessible route. Provide a minimum of 1 foot-candle of lighting within the accessible route.

10. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 4

10A. Advisory Comment: Please be aware that your water service line is under a structure.

10B. Please specify that these connections will be wet taps.

10C. These sheets are not within this plan set. Please remove reference.

10D. Any extra fixtures must be downstream of the meter and outside of the easement.

10E. Meters must be within an easement.

10F. Stubs not to be used must be removed and capped at the main.

10G. Please use two 45-degree bends instead of one 90-degree. Include cleanouts at each bend.

11. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)

Cover Sheet

11A. Note required by Real Property: All crossings or encroachments into easements and rights-of-way owned by the City of Aurora ("City") identified as being privately owned and maintained herein are acknowledged by the undersigned as being subject to the City's use and occupancy of said easements or rights-of-way. The undersigned, its successors, and assigns, further agree to remove, repair, replace, relocate, modify, or otherwise adjust said crossings or encroachments upon request from the City and at no expense to the City. The City reserves the right to make full use of the easements and rights-of-way as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any City facilities located within said easements and rights-of-way at any time and in such a manner as it deems necessary or convenient.

11B. Lot 4, Block 1, Station 60 Subdivision Filing No. 2? Situated in the Southeast Quarter of Section 32, Township 3 South, Range 66 West of the 6th p.m., City of Aurora, County of Adams, State of Colorado

11C. Cannot find or create the font "Arial-BoldMT". Some characters may not display or print correctly.

12.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)

12A. See attached comment letter.

13.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)

13A. Buckley Space Force Base has had the opportunity to review the development application for Bubble Bath Car Wash at Station 60- Site Plan and Conditional Use. The installation has no issue with the project and finds it in compliance with AFH 32-7084. Please request the developer follow the attached procedures for crane use during construction (60-day notice before use). Thank you for the opportunity to review this project.

City of Aurora

AuroraGov.org

Xcel Energy℠

PUBLIC SERVICE COMPANY

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

July 12, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60, Case # DA-2274-07

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the site plan and conditional use for **Bubble Bath Car Wash at Station 60**. Please be aware PSCo owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Warning this process can take up to 60 days, no exception

CRANES/BOOM EQUIPMENT Off Airfield

Lawrence Aragon (L.A.), Airfield Manager: 720-847-9731, lawrence.aragon.1@us.af.mil
Pete Mendoza, Asst. Airfield Manager: 720-847-6352, peter.mendoza.2@us.af.mil

Mandatory steps:

- Inform Airfield Management of cranes/booms that will be used during construction. Send map with marked location/address and MAXIMUM tip height of crane/equipment above ground level (see page 2). Airfield Management will send it to GeoBase for the Lat/Long and Elevation. Airfield Management will then in turn send it to our Terminal Procedure Representative for evaluation. This part of the process will general take approx. 5 business days.

- Airfield Management will inform the submitter if a FAA notification is needed IAW UFC 3-260-01 Appendix B Section 1 para. B14-5. The submitter will need to file an electronic form 7460-1 off airport form 30 days prior (14CFR Part 77 states 45 days prior) to start of construction for FAA for determination at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. When FAA sends determination, Airfield Management will need a copy of the PDF document. NOTE: The sooner Airfield Management is notified the more we can help without delaying your construction.

- 72 hours (NLT 24 hours) prior to the crane/boom going up, Airfield Management will need to be contacted. Resend map with location, reemphasize max height of boom/crane, start and end dates, days of week and times it will be erect (see page 2). This will allow Airfield Management to post the NOTAMs for the Pilots in the area.

- Obstruction flags will need to be on top of crane/boom and obstruction lights may be needed if the equipment stays up between sunset and sunrise.

CRANES/BOOM EQUIPMENT On Airfield

Mandatory steps:

- A temporary construction waiver (TCW) will need to be initiated IAW UFC 3-260-01 Appendix B Section 1 para. B1-2.1.4 prior to construction to ensure full routing and approval from the Buckley Garrison Commander before the start; may take 60 days (Mike Mont-Eton will assist with the process).

- Inform the Airfield Manager of cranes/booms that will be used during construction. Send map with marked location/address and MAXIMUM tip height of crane/equipment above ground level (see page 2). Airfield Management will send it to GeoBase for the Lat/Long and Elevation. Airfield Management will then in turn send it to our Terminal Procedure representative for evaluation.

- Airfield Management will inform the submitter if a FAA notification is needed IAW UFC 3-260-01 Appendix B Section 1 para. B14-5. The submitter will need to file an electronic form 7460-1 off airport form 30 days prior (14CFR Part 77 states 45 days prior) to start of construction for FAA for determination at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. When FAA sends determination, Airfield Management will need a copy of the PDF document and must be submitted with TCW Package for approval. NOTE: The sooner Airfield Management is notified the more we can help without delaying your construction.

- 72 hours (NLT 24 hours) prior to the crane/boom going up, Airfield Management will need to be contacted. Resend map with location, reemphasize max height of boom/crane, start and end dates, days of week and times it will be erect (see page 2). This will allow Airfield Management to post the NOTAMs for the Pilots in the area.

- Obstruction flags will need to be on top of crane/boom and obstruction lights may be needed if the equipment stays up between sunset and sunrise.

- If need to drive on the airfield, contact Pete Mendoza at x6352, peter.mendoza.2@us.af.mil

Example of Map in Relation to Runway with Required Data



55ft max height crane/boom
East side Hangar 801
1 June – 31 July 2019
Mon-Fri 7am-5pm

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

10/2/2024

Jeremy Weber
Evergreen Devco, Inc.
2390 E Camelback Road Ste 410
Phoenix, AZ 85016

Re: **Second Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Weber:

Thank you for your second submission, which we started to process on September 12th, 2024. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before October 28th, 2024.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner I
City of Aurora Planning Department

cc: Juan Rodriguez, Lique Engineers, LLC
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev2

Second Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Open Space and Landscaping Requirements.
- Implementation of Horizontal Articulation on Building Elevations.
- Resolution of Sight Triangle Issues.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. One external referral comment was received from Xcel Energy. You can find the comment letter attached following the city review comments.

2. General Planning Comments

Cover Sheet

2A. As a reminder, an operations plan for this location will be required to better understand daily site operations. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

3. Streets and Pedestrian Comments

3A. Applicant has indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify for this unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We will be glad to show you some other recent car wash examples with this space included.

3B. Please include a sidewalk section for Colfax Avenue along the length of the lot frontage.

4. Parking Comments

4A. All previous comments have been addressed, no further comments at this time.

5. Architecture and Urban Design Comments

5A. Repeat comment: UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. Please provide a color/material board (hard copy or electronic) for this development as well.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

Sheet 7

6A. It looks like a change occurred with the base file. Adjust landscaping accordingly.

6B. Text mask this text.

6C. Provide the correct building perimeter landscape table. The previous submission provided a table that was for a residential use. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative. It appears this requirement is being met, but just needs to be documented.

6D. Add a legend to this sheet that identifies the symbols being used for the plant material i.e. shrub, evergreen

shrub, ornamental grass etc., or add the plant symbols to the Plant Schedule.
6E. Add a buffer width (required) and buffer width (provided) to this table for each buffer. 20' is required.
6F. Because the site layout changed in this location between submittals add a note that states that a reduction to 10' in buffer width has been provided for a portion of the buffer where the trash enclosure has been located. The wall around the trash enclosure serves as the approved buffer reduction feature.
6G. Include the striping here.
6H. Turn this dimension off.
6I. Label: 20.
6J. Update the sheet number. It should be "7".
6K. Edit: E. Colfax Avenue.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

7. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)
Sheet 1
7A. ISP for the Norfolk St realignment shall be approved before this Site Plan approval.
Sheet 3
7B. Maximum height is required instead of the approximate.

8. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)
Sheet 2
8A. Update sight triangle. Need to be in the middle of the lane instead of the middle of access. The sight triangle is placed 14.5' back of the flow line.
8B. Sight triangle should be 14.5' off the flow line.
8C. Would be better to extend the curb line to be closer to the trash enclosure so there is not a bunch of open asphalt. If not possible then stripe out on both sides of the enclosure with cross hatch pavement marking so people don't park in the space. 7' is enough space someone might try to park there.
8D. Should be a right-out only. This is less than 150' from Colfax. If there are southbound vehicles queued at Colfax it would be hard to see oncoming traffic.
Sheet 7
8E. Landscaping through the drive.
8F. Call out stop signs.
8G. Update sight triangles based on comments from sheet 2.
8H. This tree can't shift to the west. The tree could block the stop sign if shifted to the west. It could shift to the east a little but the current location will work.
Traffic Letter
Sheet 2
8I. Very minor comments. Round trips to whole numbers. For the table comparison, add AM and Daily trips to the table.
Sheet 3
8J. Round trips to whole vehicles.
Sheet 4
8K. Need to show comparison for Daily, AM, and PM.

9. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)
Sheet 2
9A. The maximum allowable travel distance for fire apparatus without a turn-around of 150 ft. must be identified by a sign (shown above) or markings on the drive aisle.
9B. End Fire Lane.
9C. Label the width of the access easements by dedication on the drawings. (TYP)
Sheet 12
9D. 7' to the bottom of all the signs on one post (unless mounted on a wall).

Sheet 13

9E. The Accessible Route must also terminate into the ADA loading area of the ADA Parking Space.

10. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 4

10A. Advisory Comment: Preliminary Drainage Study must be approved before the site plan can be approved.

10B. Water easement should be 18' wide with 8ft between the meters.

10C. Please correct leader.

10D. Please note that the water recycling system needs to meet requirements from AW Standards and Spec, Appendix E.

11. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)

Generally

11A. Easement dedications are to be submitted to dedicationproperty@auroragov.org. Releases are to be submitted to releaseeasements@auroragov.org.

12.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)

12A. See attached comment letter.

13.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)

13A. No further comments at this time.

Xcel Energy℠
PUBLIC SERVICE COMPANY
Denver, Colorado 80223
Telephone: **303.571.3306**

Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

September 20, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60 – 2nd referral, Case # DA-2274-07

To reiterate from the first referral, please be aware Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

7/18/2025

Andrew Lundberg
Kimley-Horn and Associates, Inc.
2 N Nevada Ave. Ste. 900
Colorado Springs, CO 80903

Re: **Third Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Lundberg:

Thank you for your third submission, which we started to process on June 24th, 2025. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before August 4th, 2025.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

Projects that have gone one year without a submission will be considered inactive and require a 25% restart fee to be reactivated. After 18 months of inactivity, projects that are not reactivated will be closed and retired. As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner II
City of Aurora Planning Department

cc: Jeremy Weber, Evergreen Devco, Inc.
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev3

Third Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Building Orientation, Open Space, and Landscaping Requirements.
- Inclusion of Architectural Plans with Subsequent Submittal which Address the Pending Repeat Comments.
- Show Full Details for Colfax Avenue Including Adjoining Street Sections and North Half of Colfax ROW.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. No new external comments were received from outside referral agencies. Please refer to the previously provided comment letter from Xcel Energy following city review comments.

2. General Planning Comments

Generally

2A. As a reminder, an operations plan for this use will be required to better understand daily site operations. This is a required item for Conditional Use Permit applications and review. The operations plan should be submitted separately from site plan and should include best estimates of the following: hours of operations, number of employees, employees per shift, number of shifts per day, any services offered outside the typical scope of the car wash use (concessions, etc.), and security measures for the site if applicable. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

2B. For subsequent submittals: response to review comments should be submitted in letter format rather than site plan redlines. For any review comments that are advisory or do not require a lengthy response please indicate" acknowledged."

2C. The sheet list/index shows 12 sheets being provided, however only 7 are available in the submitted set. Please include all required plan sheets in subsequent submittal. A full planning review cannot be performed without architectural elevations, please see further comments on architectural plan requirements under section 4 below.

2D. When resubmitting, be sure to submit all necessary plan sheets in the site plan itself, not in the comment response document. Please also label each sheet using the same naming convention provided in the sheet index.

2E. Review and insert the proper sheet number for each plan sheet, currently sheets 3, 4, and 5 are missing page numbers and sheet 7 is improperly labeled as L1.0.

2F. For all applicable sheets, provide a scale in the format of X"=X'.

3. Streets and Pedestrian Comments

3A. **Repeat comment:** Previously the applicant indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify as meeting this requirement unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We would be glad to provide examples of other recent car washes with this space included.

3B. **Repeat comment:** Please include a sidewalk section for Colfax Avenue along the length of the lot frontage, also label/name all adjacent ROW.

4. Architecture and Urban Design Comments

4A. **Repeat comment:** UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not

appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. The simplest method may be to include a version of the table shown in https://aurora.municipal.codes/UDO/146-4.8.7.D.3 on the elevation sheets, checking off which features are being utilized.

4B. **Repeat comment:** Please provide a color/material board (hard copy or electronic) for this development as well. For reference, building renderings do not suffice. Architectural sheets should include the specific materials and colors intended for use on this structure. Please reach out if an example of an electronic materials board is needed.

5. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)
Sheet 6

5A. Add written scale.
5B. What happened to Colfax Avenue and the curbside landscaping? Even if it was provided via a previous approved ISP, the street still needs to be shown and a note referencing the previously approved landscape plan. It was included on previous submittals.
5C. Label this as E. 16th Place.
5D. The street has not been included on the landscape plan. It was included on the previous submission but has since been removed.
5E. Adjust tree over storm pipe.
5F. What are these lines?
5G. Shift this tree to be more centered in the planting area.
5H. The bike rack cannot displace the required tree in the parking lot island.
5I. Label the building.
5J. Call out/label the retaining wall.
5K. Double row of shrubs are required to screen parking areas. Taller shrub species adjacent to the parking and a shorter one in front.
5L. Not in the plant schedule.
5M. The plant material proposed around the trash enclosure should be taller. Taller adjacent to the closure and then the plant material and graduate in height to lower species.
5N. What is this rectangular box?
5O. Ornamental grasses are not permitted to screen parking lots.
5P. Turn this off as it is a temporary utility trench.
5Q. Not sure what the "gray" thicker line is, but the property line should be bolder and thicker.
5R. Is the line with an "X" a utility? It does not appear on the utility plan. If being removed, do not include on the landscape plan.
5S. Dimension and label the street frontage buffer (multiple instances).
5T. Where are the dimensions lines? Those would coincide with including the sidewalk as street frontage buffers are measured from the back of walk.
5U. Change indicated required buffer dimension to 20 feet.
5V. Turn the heavy pavement symbology off on this plan.
5W. Move indicated text up a line.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

6. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)
Sheet 1

6A. ISP for the Norfolk St realignment shall be approved before this Site Plan approval.
***Note from Stephen Gubrud:** Norfolk Realignment ISP Amendment approved under DA-2274-04, final date of 4/18/2024. Please reach out to me at 303-739-7209 or sgubrud@auroragov.org to obtain the updated plans if unable to locate them.

6B. Please remove the copyright note, TYP.
6C. Please add the following note: “The Infrastructure Site Plan (ISP) and civil plans for the associated infrastructure must be approved prior to the issuance of building permits. Construction shown on the civil plans for the ISP for associated infrastructure must be initially accepted by the City prior to the issuance of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) per the approved Public Improvement Plan."

Sheet 2
6D. Callout the hatch or add to the legend.
6E. Add a ramp where indicated.

Sheet 3
6F. A min. 2% slope is required on the landscape, TYP.
6G. Advisory note: A written permission from the adjacent lot owner will be required before grading.

7. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)

Sheet 2
7A. Remove sight triangle. With this being a right out only there is no oncoming traffic coming from the south.
7B. Will need a R3-5R sign with stop sign.

Sheet 6
7C. Remove sight Triangle.

Traffic Letter

Sheet 1
7D. Verify Sq Ft of the building. The site plan has 4,446 SF GFA.

Sheet 4
7E. Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region.
7F. Thank you for including the above information.

8. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)
8A. Approved, no further comments.

9. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 1
9A. Advisory Comment: Preliminary Drainage Study must be approved before the site plan can be approved.

Sheet 4
9B. New comment due to new layout: Show a sand and oil interceptor before connection to the sanitary service main.
9C. Advisory comment: Is this sanitary stub on the neighbor's property? A private easement should be dedicated for this connection if so. It should be in place by the time of civil plan approval.
9D. Type K Copper (water line).

Sheets 4 & 5
9E. Change all instances of Denver Water or remove these notes. They are not necessary in the site plan.

10. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)
10A. Approved, no further comments.

11.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)
11A. No new comments, refer to previous comments provided below.

12.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)
12A. No further comments at this time.

City of Aurora

AuroraGov.org

Xcel Energy℠

PUBLIC SERVICE COMPANY

Denver, Colorado 80223
Telephone: **303.571.3306**

Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

September 20, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60 – 2nd referral, Case # DA-2274-07

To reiterate from the first referral, please be aware Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

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Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Add title in bold letters at top of cover sheet per Site Plan Manual Specifications:

Bubble Bath Car Wash at Station 60
Site Plan and Conditional Use

Drainage report must be approved before the site plan can be approved.

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:

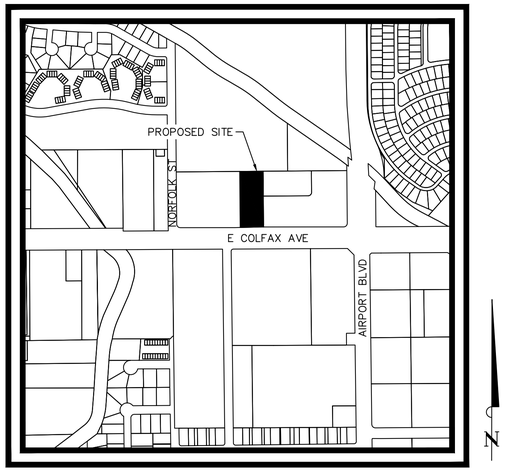
CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Advisory note: Planning highly recommends inclusion of placeholder data and design for monument signage. Addition of monument signage after site plan approval would require an amendment to the site plan.

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ____ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL; S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

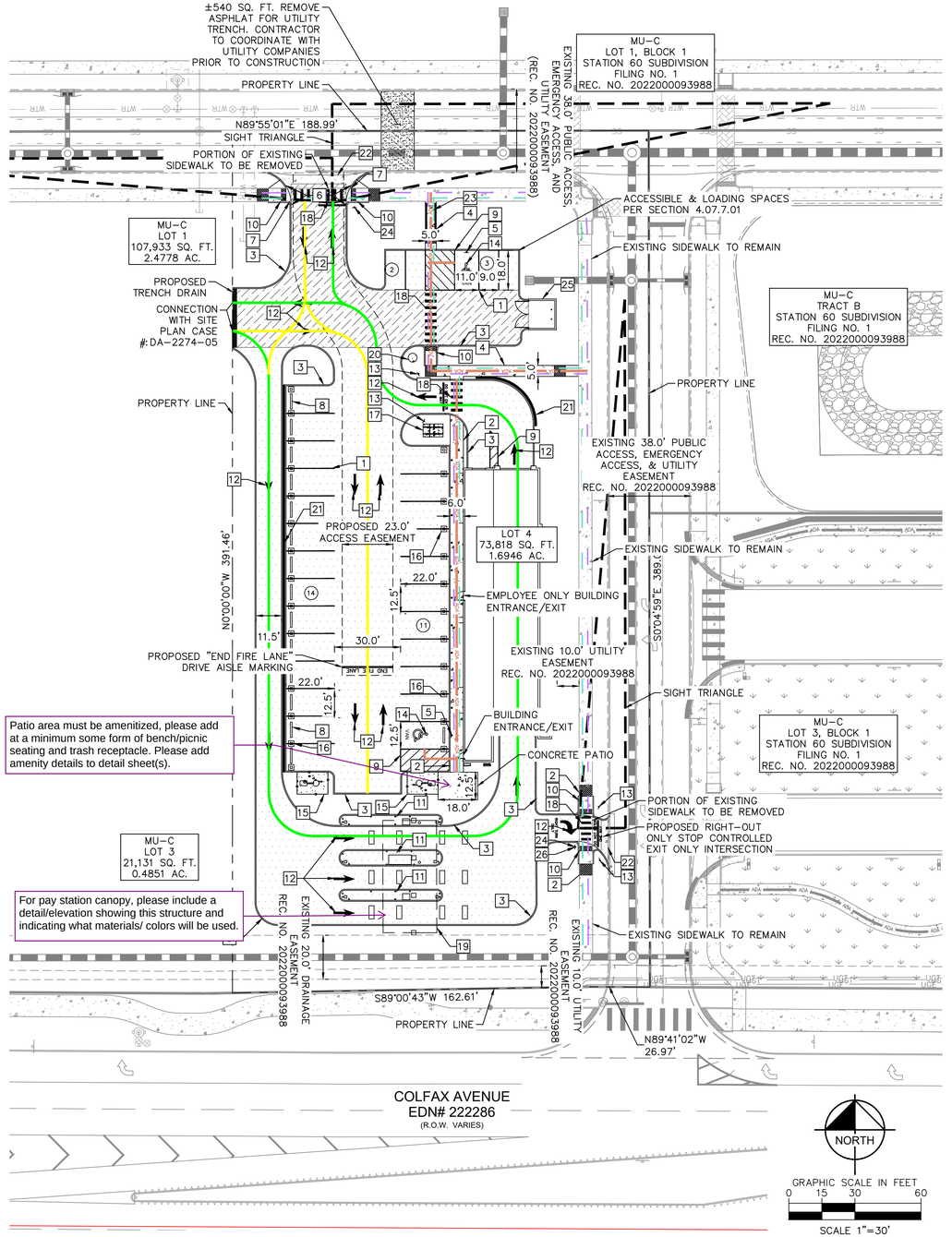
EMERGENCY INGRESS AND EGRESS:

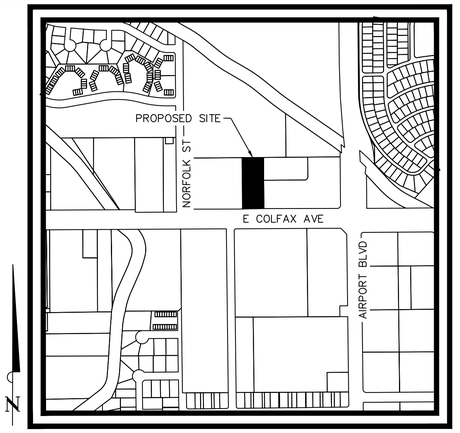
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO OBTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5. OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ADA — ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

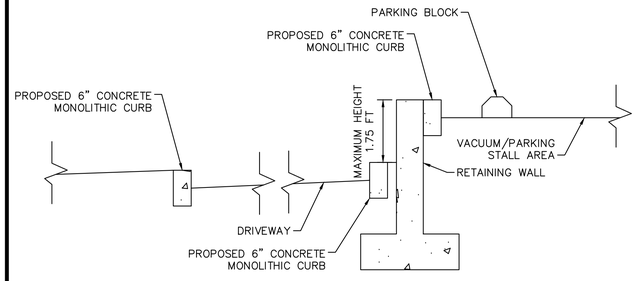
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SHEET 02

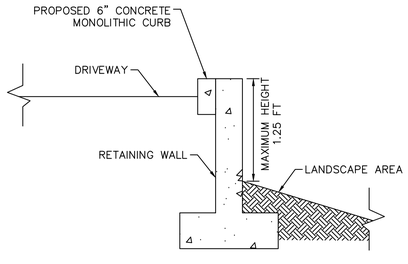
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NOTES:

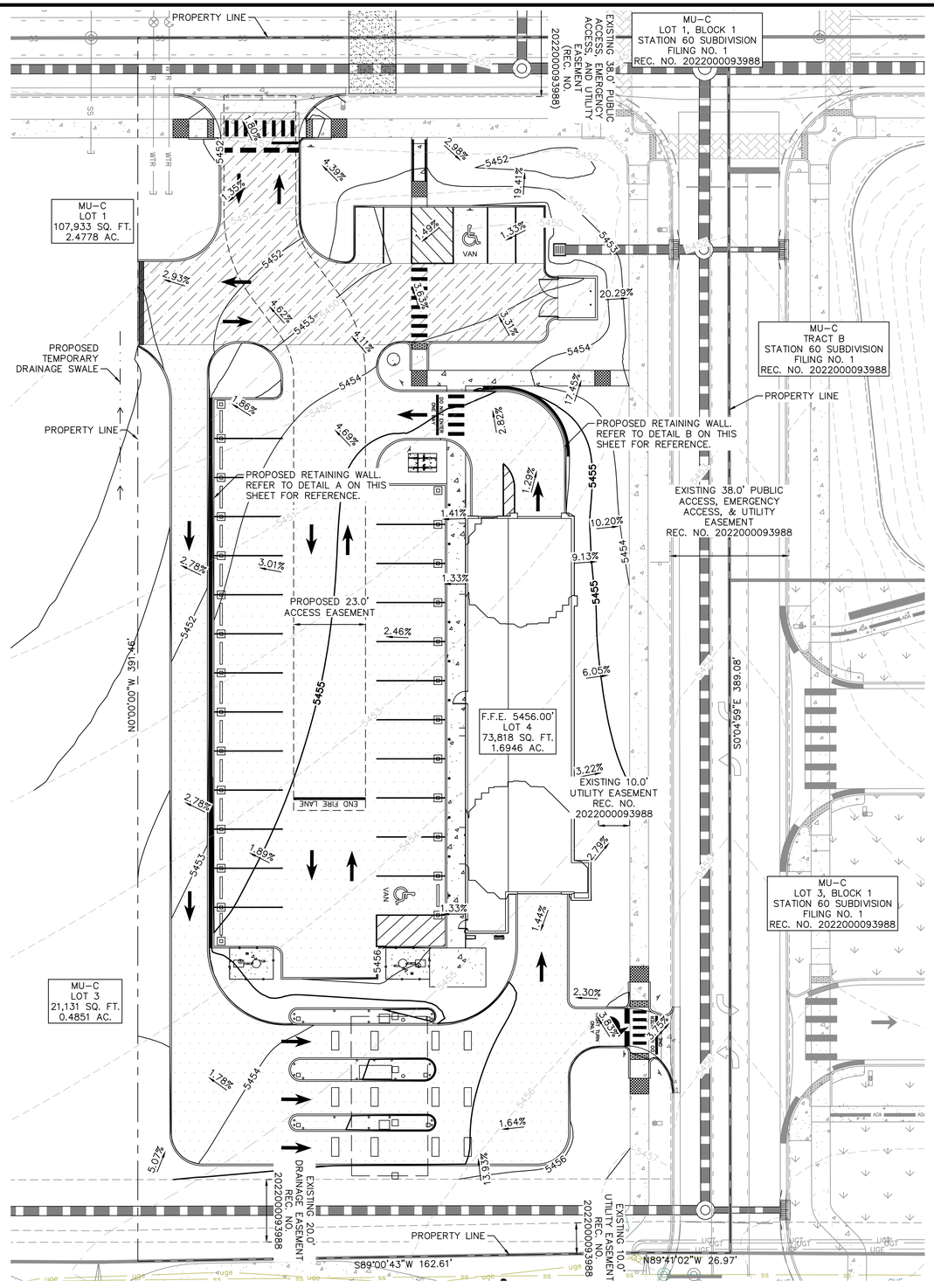
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

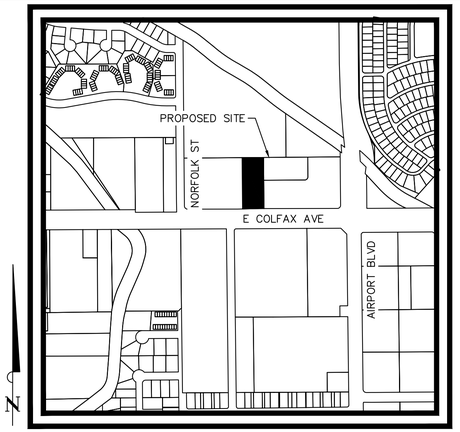


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

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- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- XXXX — PROPOSED MAJOR CONTOUR
- XXXX — PROPOSED MINOR CONTOUR
- XXXX — EXISTING MAJOR CONTOUR
- XXXX — EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

PRELIMINARY
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Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
03

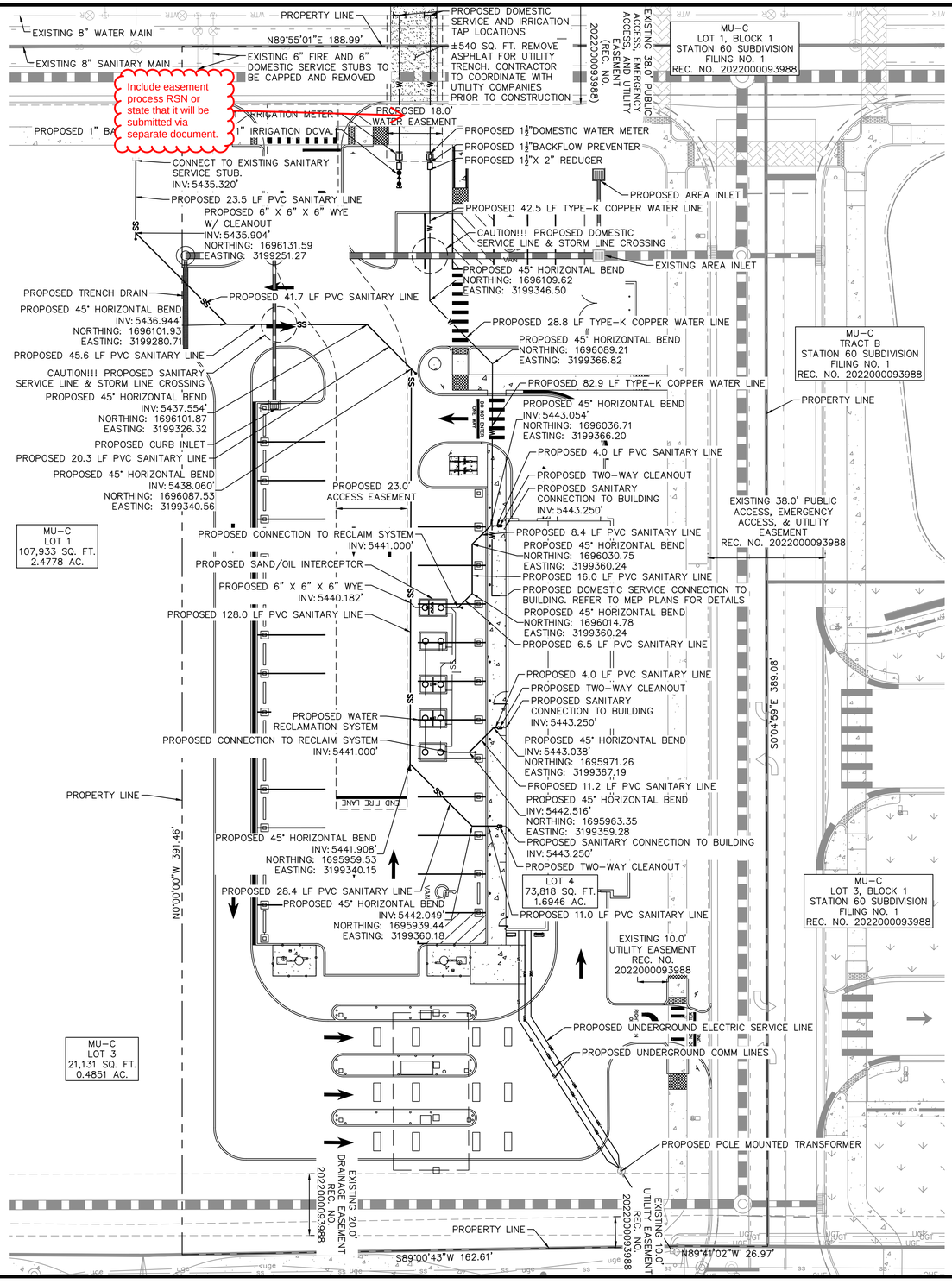
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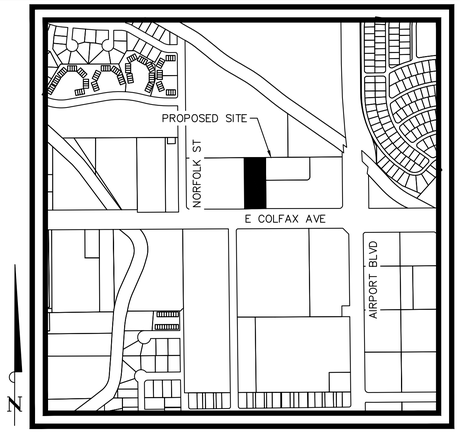
NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
N.T.S.

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- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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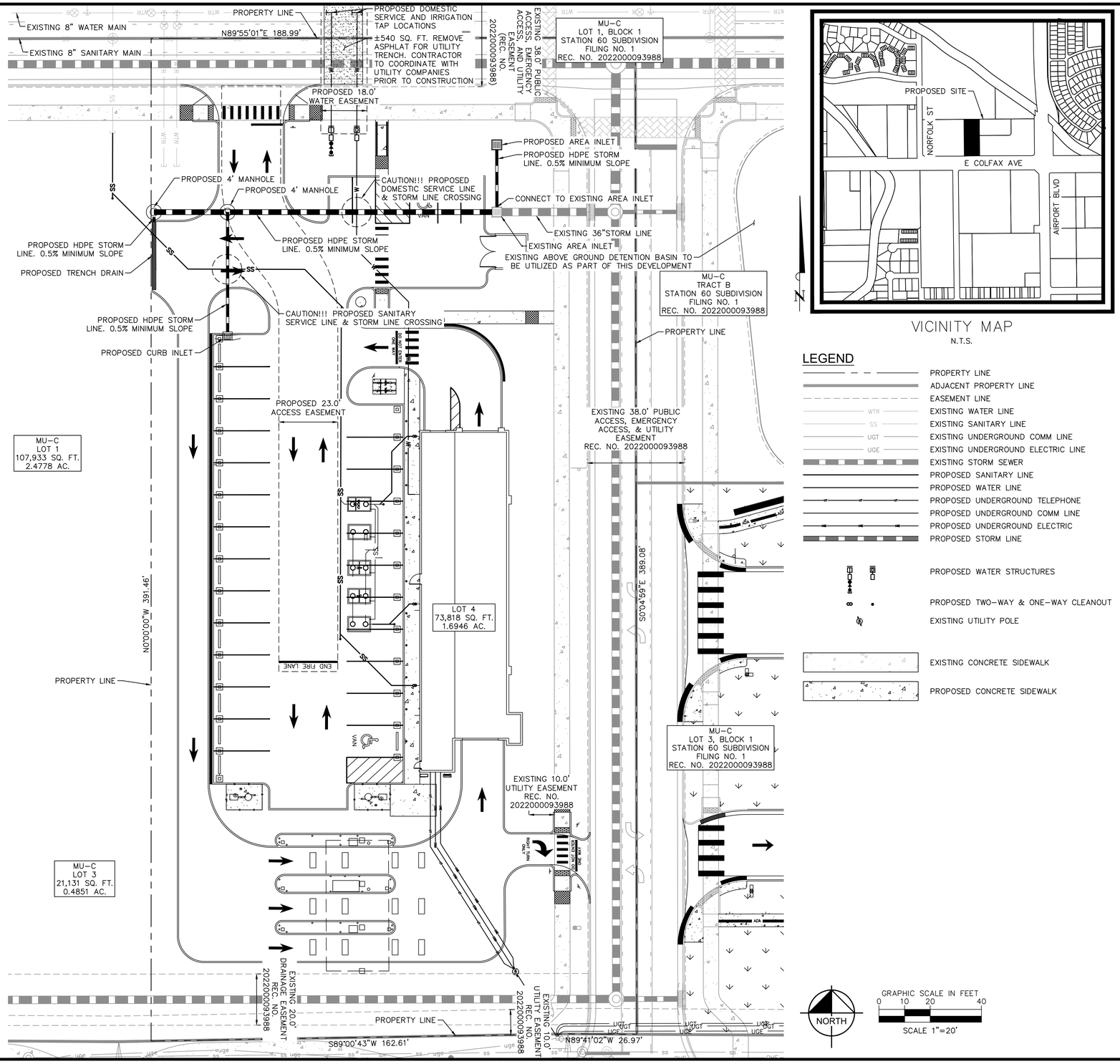
PROJECT NO.
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CAUTION!!!

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- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
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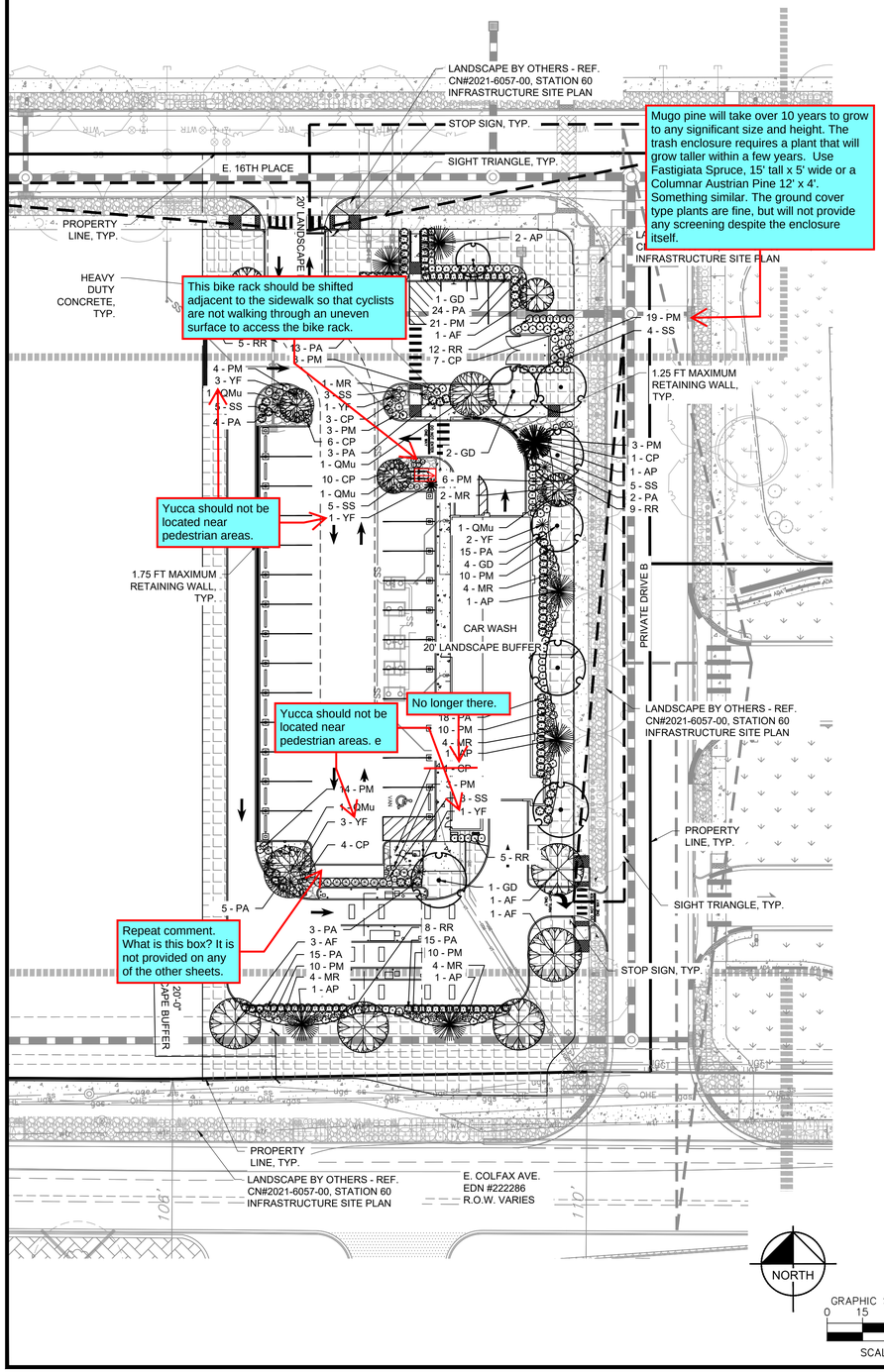
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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PROJECT NO.
096888060

SHEET
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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemonii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"–3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

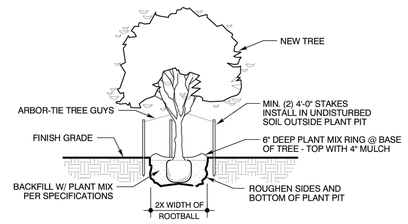
CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non–residential and Mixed–use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000

GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

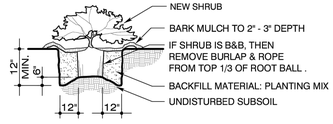
OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON–IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5–FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"–1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4–8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26–INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.



TREE PLANTING DETAIL

NEW TREES
1/8" = 1'-0"



SHRUB PLANTING DETAIL

NEW SHRUBS
1/8" = 1'-0"

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Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

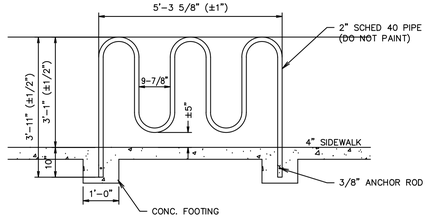
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PROJECT NO. 096888060

SHEET 06

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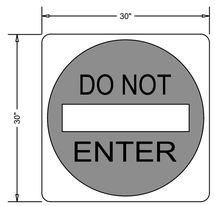
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL

NTS

SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA
	< 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

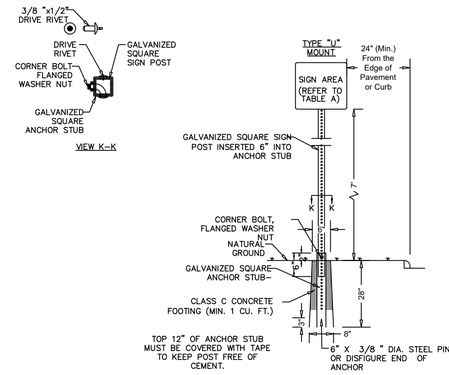
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

8.) ALL DETAILS ARE NOT TO SCALE.

9.) ALL DIMENSIONS ARE IN INCHES.

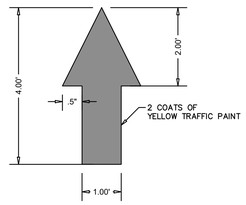
10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



A6 DO NOT ENTER SIGN DETAILS

NTS

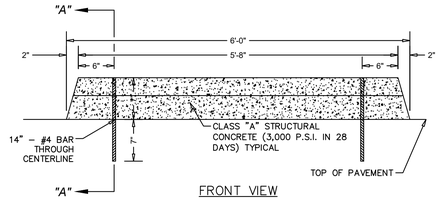
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L1 TRAFFIC MARKING DETAIL

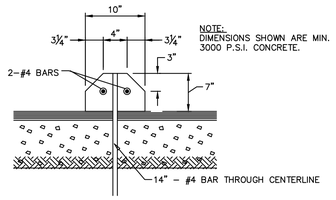
NTS

SN:



FRONT VIEW

PRECAST WHEELSTOP 6' (MINIMUM) LONG HELD IN PLACE BY 2-3/4"ø x 18" PIN PROVIDE ONE WHEELSTOP EACH STALL OR AS SHOWN ON PLANS.



NOTE:
DIMENSIONS SHOWN ARE MIN.
3000 P.S.I. CONCRETE.

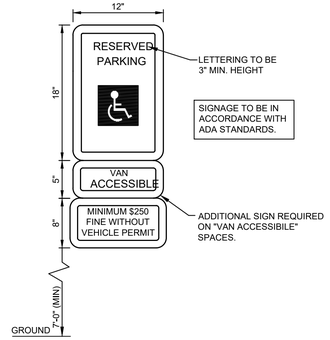
SECTION "A-A"

NOT-TO-SCALE

A1 WHEELSTOP DETAIL

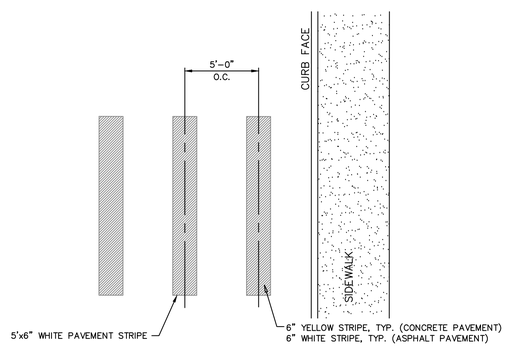
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ADA SIGNAGE DETAIL

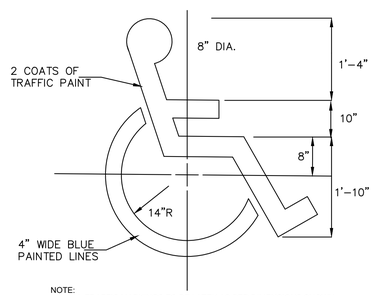
NOT TO SCALE



F1 CROSSWALK DETAIL

NTS

SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

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DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

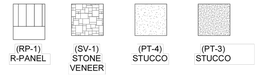
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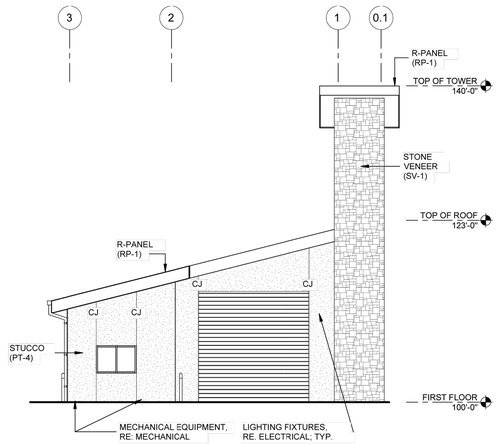
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096888060

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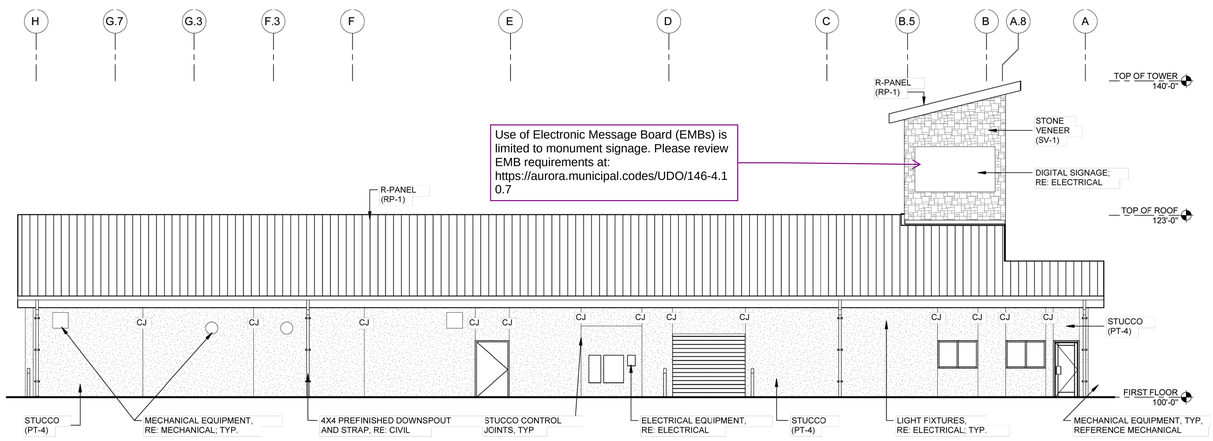
MATERIAL LEGEND





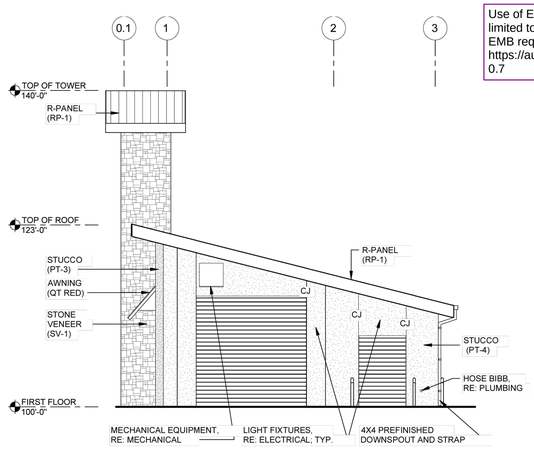
ENTRANCE ELEVATION

1/8" = 1'-0"



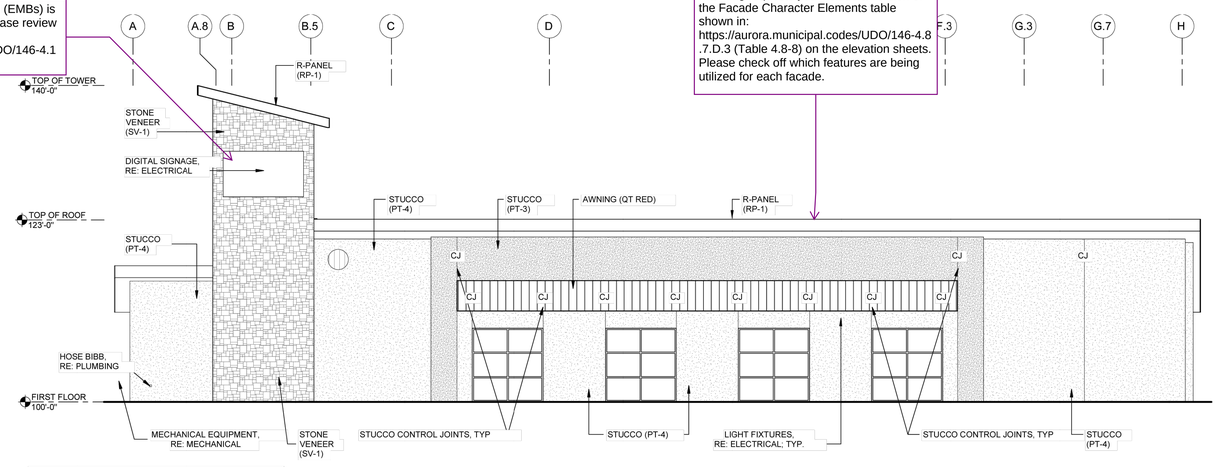
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

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DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011

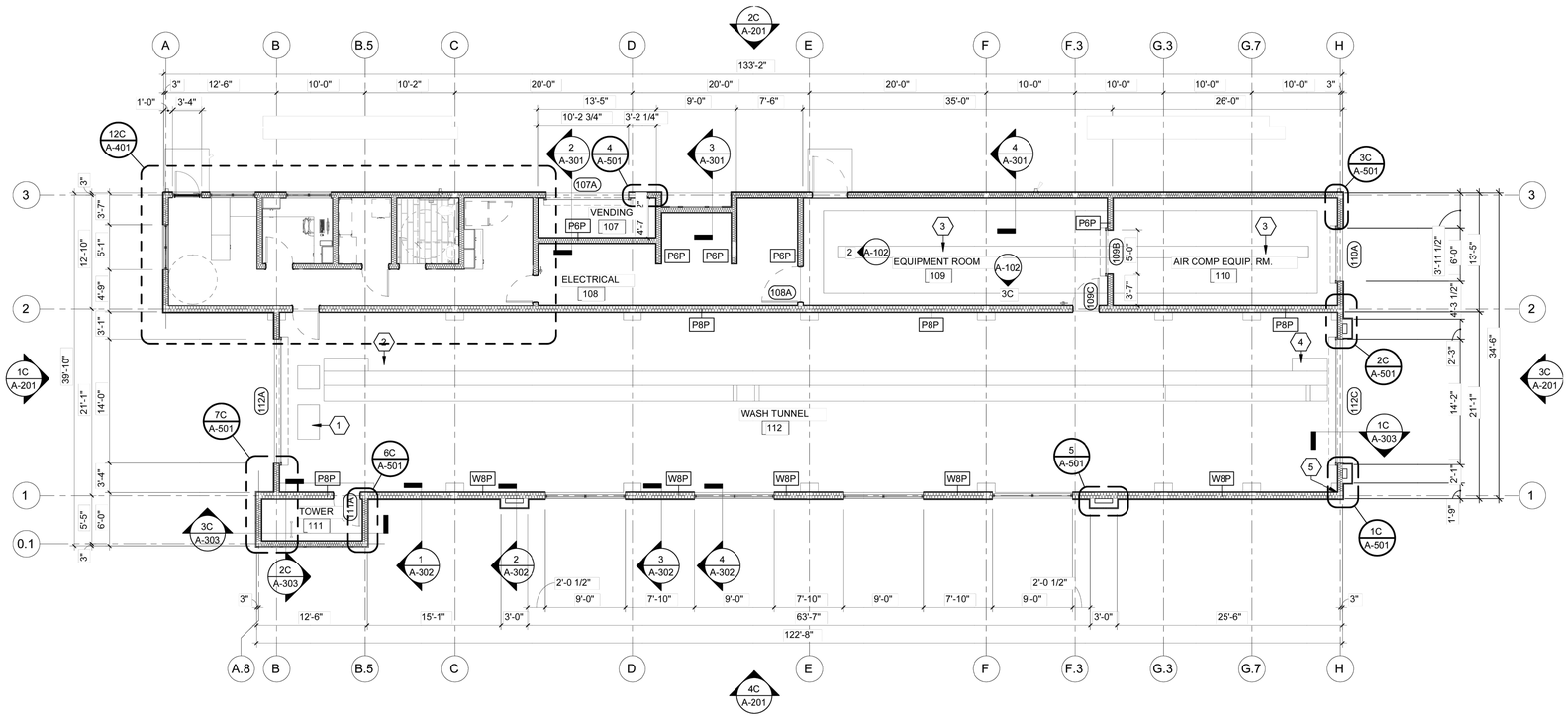
EXTERIOR ELEVATIONS

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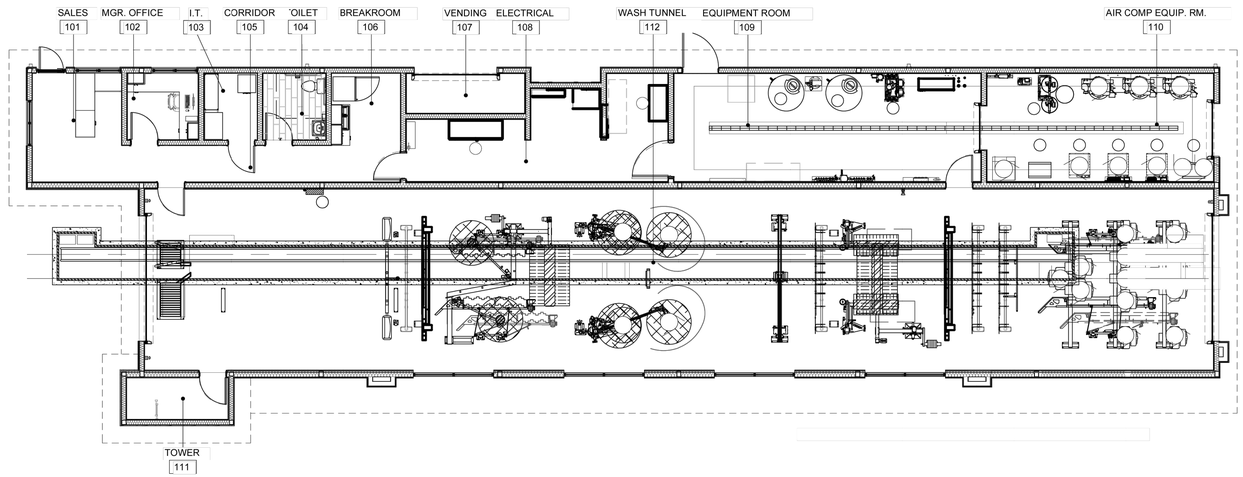
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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 686, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME / 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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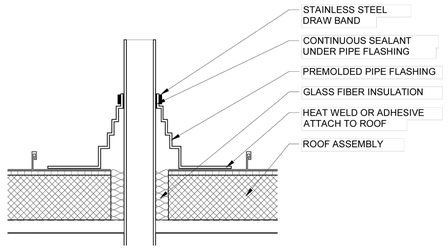
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
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FLOOR PLAN

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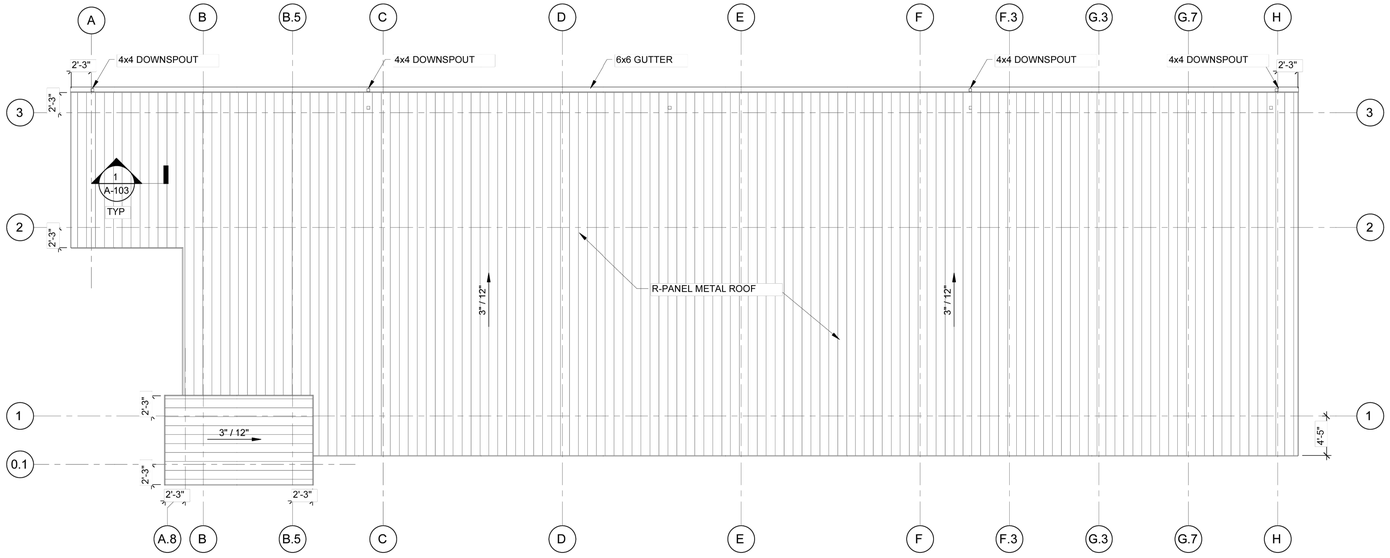
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1 TYPICAL PENETRATION DETAIL

1 1/2" = 1'-0"



ROOF PLAN

1/8" = 1'-0"

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BUBBLE BATH CAR WASH
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ROOF PLAN

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Aluminum - Tubelite
Entry Door/Window Frame

GRAY Metal Paint -
Bay Doors/Service Doors/Downspouts

QT BubbleBath
Material Samples
Prepared by: QuikTrip

RED Metal Paint -
Roof

EIFS - ICICLE
STO - A100G - Building

Stacked Stone - Almond Taupe -
Quality Stone Veneer - Building Tower
Physical Sample to be provided by Manufacturer

EIFS - AFRICAN GRAY
STO - A100G - Building

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CHECKED BY: EJG
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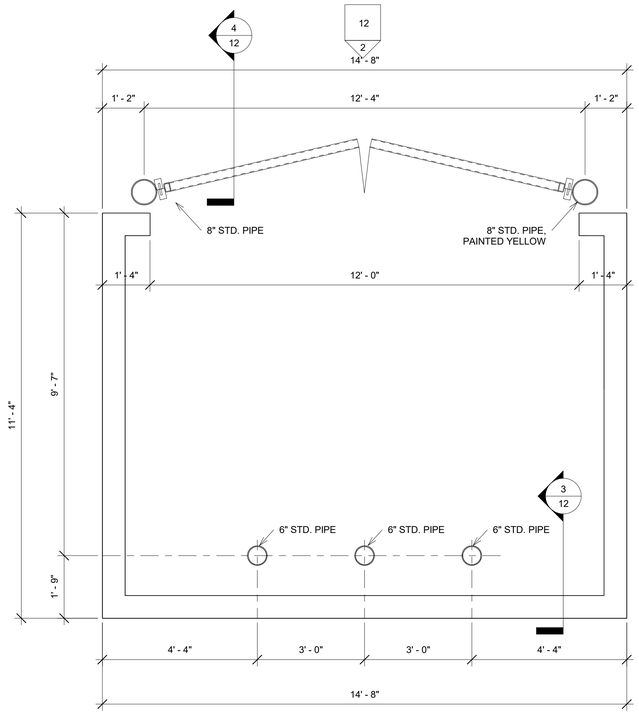
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

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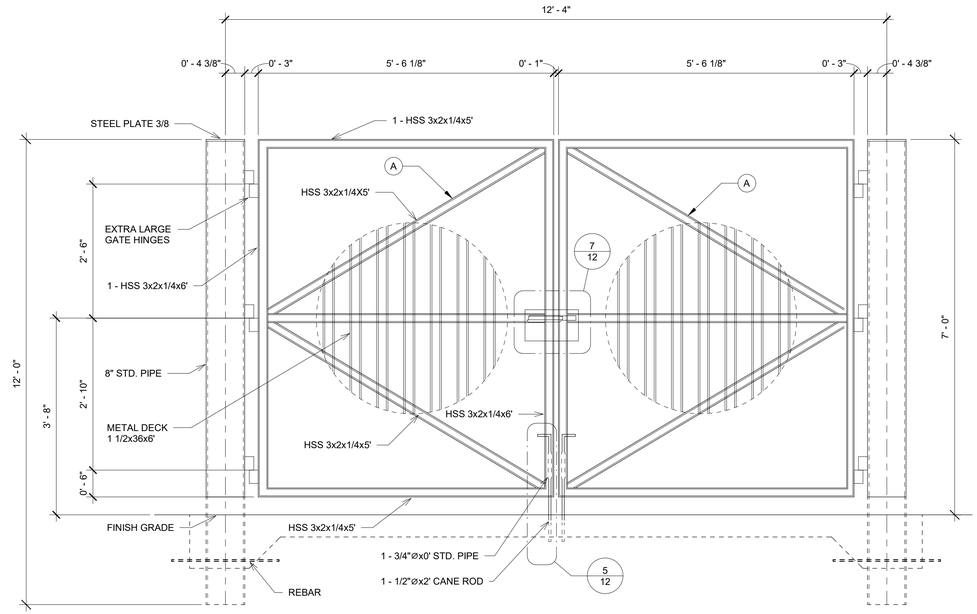
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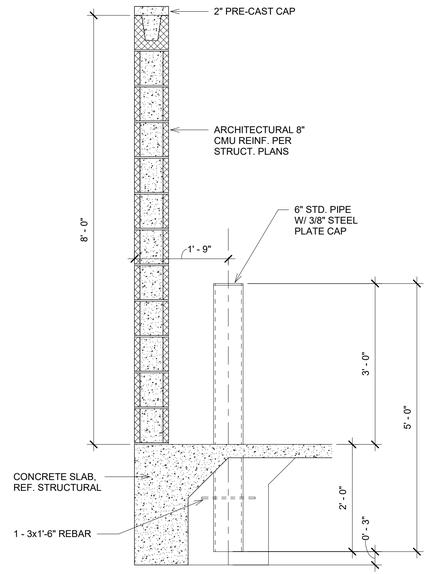
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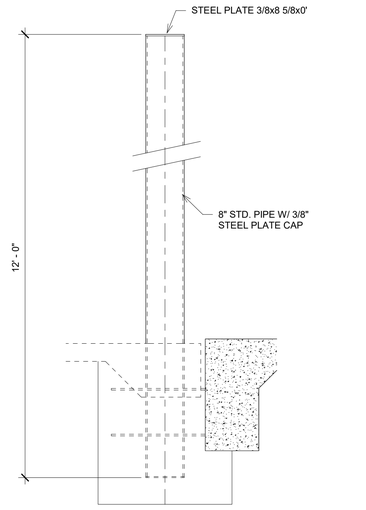
1 TRASH PLAN
1/2" = 1'-0"



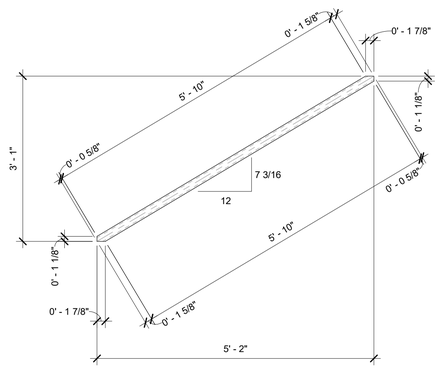
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



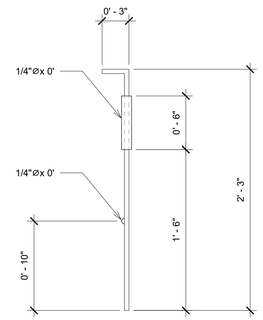
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



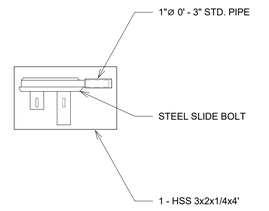
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

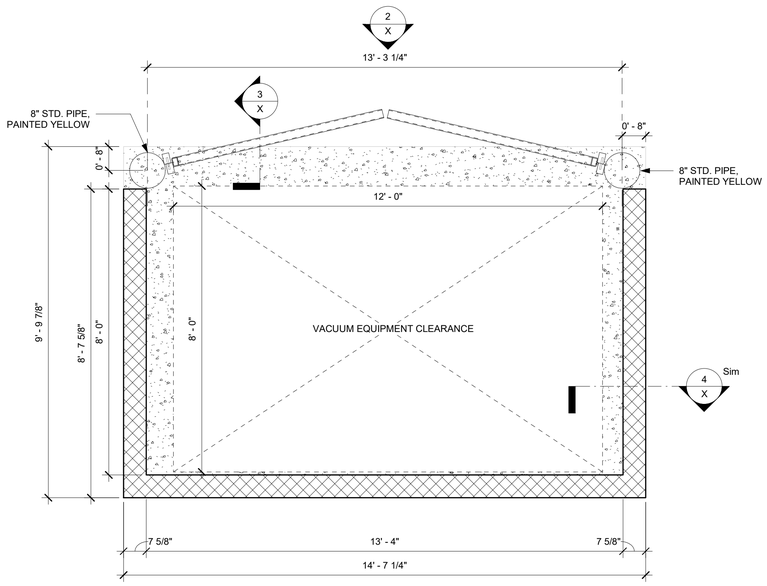
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

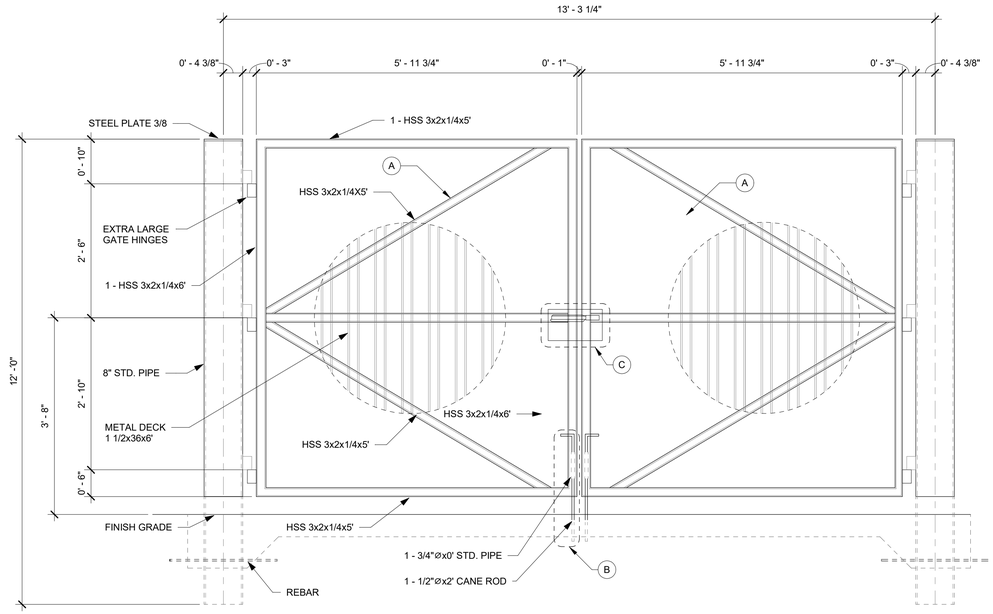
TRASH ENCLOSURE

12



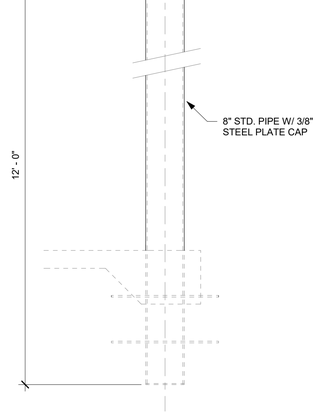
1 VACUUM ENCLOSURE PLAN

SCALE: 1/2" = 1'-0"



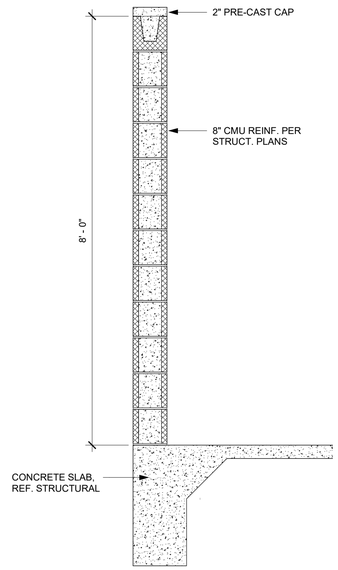
2 FRONT VIEW

SCALE: 3/4" = 1'-0"



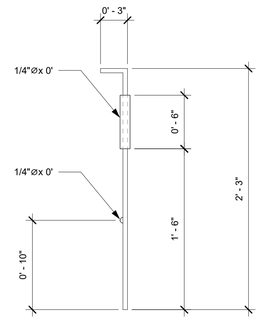
3 VACUUM ENCLOSURE SECTION

SCALE: 3/4" = 1'-0"



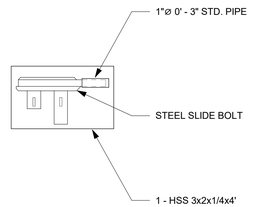
4 VACUUM ENCLOSURE SECTION 2

SCALE: 3/4" = 1'-0"



5 DETAIL B

SCALE: 1 1/2" = 1'-0"



6 DETAIL C

SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

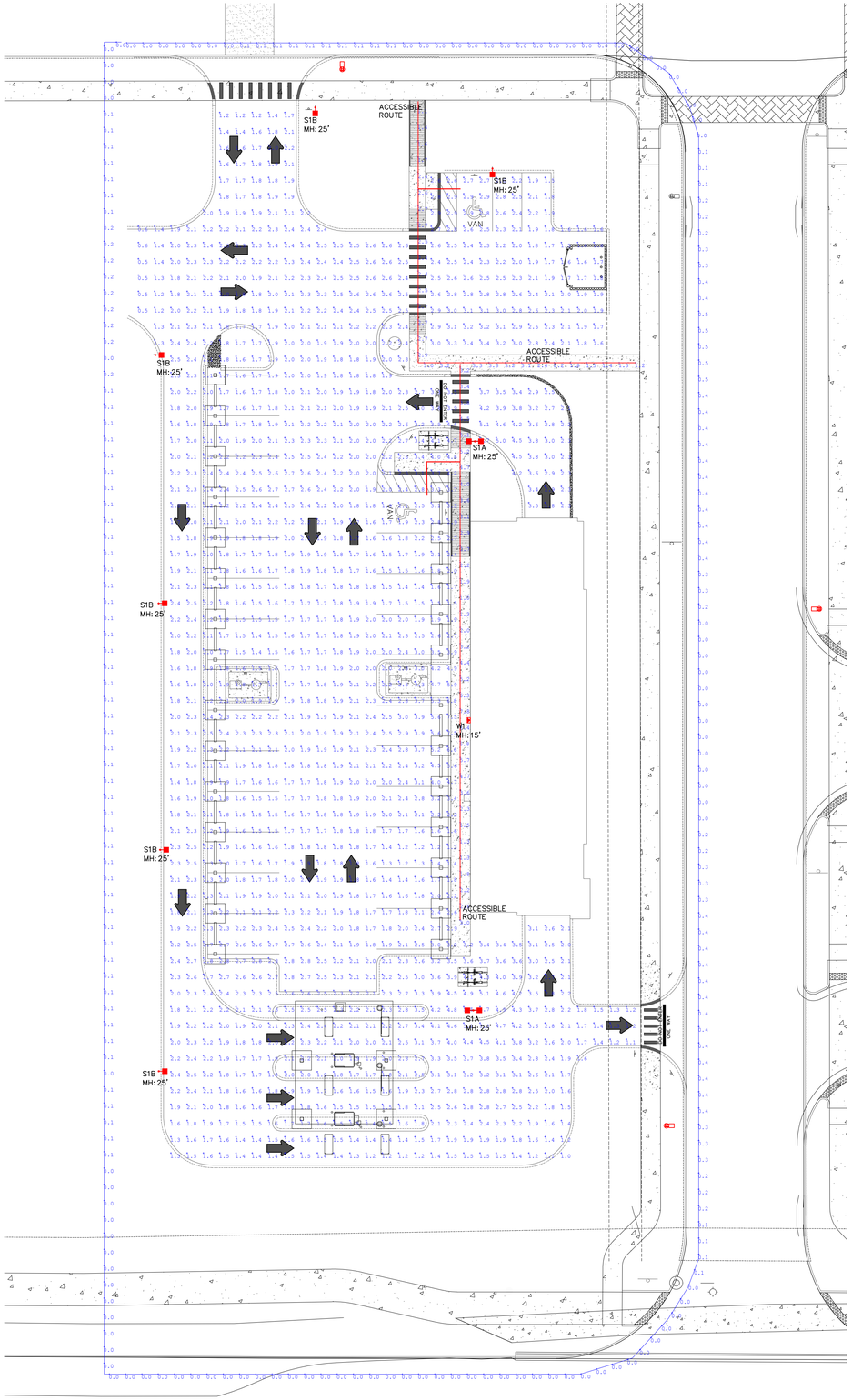
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

VACUUM ENCLOSURE PLAN & DETAILS

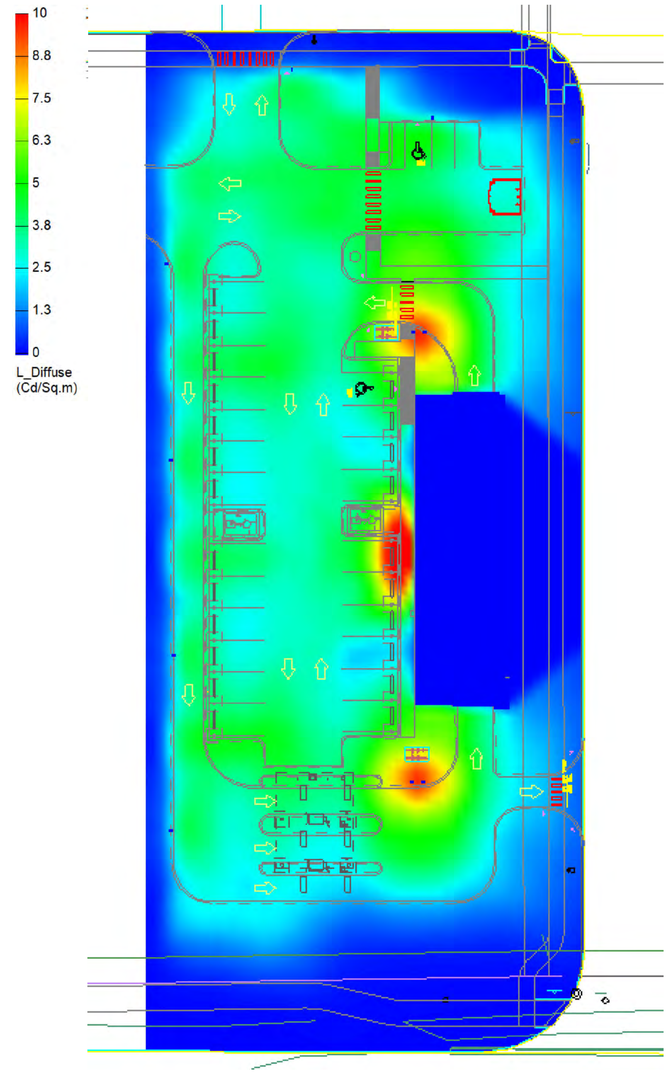
13



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



CLI Design
Los Angeles , Miami & New York
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INC. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.

Job No.

Sheet No.
14

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7000
AuroraGov.org

September 19, 2025

Andrew Lundberg
Kimley-Horn and Associates, Inc.
2 N Nevada Ave. Ste. 900
Colorado Springs, CO 80903

Re: **Fourth Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Andrew Lundberg:

Thank you for your fourth submission, which we started to process on June 24th, 2025. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since only minor issues remain this application qualifies for technical review of subsequent submittals. Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

Your tentative Planning Commission hearing date is currently scheduled for October 22nd, 2025. Please remember that all abutter notices must be sent and the site notice sign(s) must be posted at least 10 days prior to the hearing date. These notifications are your responsibility and the lack of proper notification will cause the hearing date to be postponed. It is important that you obtain an updated list of adjacent property owners from the county before the notices are sent out. Take all necessary steps to ensure an accurate list is obtained.

Projects that have gone one year without a submission will be considered inactive and require a 25% restart fee to be reactivated. After 18 months of inactivity, projects that are not reactivated will be closed and retired.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner II
City of Aurora Planning Department

cc: Jeremy Weber, Evergreen Devco, Inc.
Brit Vigil, ODA

Fourth Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Revise Electronic Message Boards to be Located on Monument Signage. Provide Monument Sign Elevations and add Area Totals to Site Data Block.
- Show Amenitization Features Within Patio Area.
- Address Landscape Comments Regarding Screening of Trash Enclosure

PLANNING DEPARTMENT COMMENTS

1. Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. Please see updated comments from Xcel Energy following city review comments.

2. General Planning Comments

Site Plan

Sheet 1

2A. Add title in bold letters at top of cover sheet per Site Plan Manual specifications: **Bubble Bath Car Wash at Station 60 - Site Plan and Conditional Use**

2B. Advisory note: Planning highly recommends inclusion of placeholder data and design for monument signage. Addition of monument signage after site plan approval would require an amendment to the site plan.

3. Streets and Pedestrian Comments

Site Plan

Sheet 2

3A. Patio area must be amenitized, please add at a minimum some form of bench/table seating and trash receptacle. Please add amenity details to detail sheet(s).

4. Architectural and Urban Design Comments

Site Plan

Sheet 8

4A. Planning requests you include a modified version of the Facade Character Elements table shown in: https://aurora.municipal.codes/UDO/146-4.8.7.D.3 (Table 4.8-8) on the elevation sheets. Please check off which features are being utilized for each facade.

4B. Use of Electronic Message Boards (EMBs) is limited to monument signage. Please review EMB requirements at: https://aurora.municipal.codes/UDO/146-4.10.7

4C. For pay station canopy, please include a detail/elevation showing this structure and indicating what materials/ colors will be used.

4D. Please label building elevations as North, South, East and West.

5. Landscaping Issues (Kelly Bish | 303.739.7189 | Kbish@auroragov.org | Comments in bright teal)

Sheet 6

5A. Mugo pine will take over 10 years to grow to any significant size and height. The trash enclosure requires a plant that will grow taller within a few years. Use Fastigiata Spruce, 15' tall x 5' wide or a Columnar Austrian Pine 12' x 4'. Something similar. The ground cover type plants are fine, but will not provide any screening despite the enclosure itself.

5B. Indicated shrub removed – no longer there.

5C. **Repeat comment:** What is this box? It is not provided on any of the other sheets.

5D. This bike rack should be shifted adjacent to the sidewalk so that cyclists are not walking through an uneven surface to access the bike rack.

5E. Yucca should not be located near pedestrian areas (see all instances).

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

6. Civil Engineering (Moustapha Agrignan| 303.739.7420 | magrigna@auroragov.org | Comments in green)

6A. Approved, no further comments at this time.

7. Traffic Engineering (Jason Igo | 303-739-1792 | JIgo@auroragov.or | Comments in orange)

Traffic Letter

Sheet 4

7A. Thanks for referencing the indicated assumption. This was very helpful.

7B. Tunnels were slightly higher with 39 vehicles. It would be good to go with the conservative number due to AM and daily trips are based on the PM peak. The tunnels have more studies to it as well.

8. Aurora Water (Jennifer Wynn | 734.258.6523 | jwynn@auroragov.org | Comments in red)

Sheet 1

8A. Advisory Comment: Drainage report must be approved before the site plan can be approved.

Sheet 4

8B. Include easement process RSN or state that it will be submitted via separate document.

9. PSCo / Xcel Energy (Donna George | 303.571.3306 | donna.l.george@xcelenergy.com)

9A. Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via www.xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements will need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

10. Buckley Space Force Base (Porter Ingrum | 303.668.2510 | robert.ingrum@spaceforce.mil)

10A. No further comments at this time.

Friday, October 31, 2025

Via Electronic Mail: jbatchel@aurorgov.org

City Manager, Jason Batchelor

15151 E Alameda Parkway, Aurora CO 80012

CITY OF AURORA – APPEAL OF CONDITIONAL USE APPROVAL

Project No. 1800993 – "Bubble Bath Car Wash / Station 60"

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

Dear Mr. Batchelor:

This letter constitutes an appeal of the Commission's acceptance of the Application for Project No. 1800993, QuikTrip's Conditional Use for its "Bubble Bath" conveyor car wash and is timely pursuant to section 146-5.3.13 of the Aurora Unified development Ordinance (the "Code").

In contrast to the Planning Commission's finding, you will see that the applicant did not, in fact, meet all applicable review criteria and therefore the Commission erred in accepting the Application. The following narrative discusses the violation of multiple Code sections and details significant inconsistencies with the City of Aurora's Comprehensive Plan. In short, we respectfully request that the City Council reconsider and reject the Application.

1. Introduction and Standing

Pursuant to Aurora Municipal Code (AMC) §146-5.3.11, this memorandum constitutes a formal appeal of the Planning and Zoning Commission's approval of the Conditional Use application for the proposed "Bubble Bath Car Wash / Station 60," Project No. 1800993. As the owner and operator of Gleam Car Wash, an adjacent small business, I am an affected party with standing to appeal this decision. The proposed use will have significant adverse impacts on the surrounding neighborhood and the long-term economic, design, and environmental integrity of East Colfax.

See SUPPLEMENTAL ARGUMENTS (BELOW, starting page 3) REGARDING STANDING TO APPEAL

2. Grounds for Appeal

A. Procedural Error – UDO 146-5.3.1 (First Review Neighborhood Meeting)

The Planning Director erred in determining that a First Review Neighborhood Meeting was not required. The proposed change in use from standard retail/fuel to a conveyor car wash introduces new and unanticipated impacts—traffic intensity, noise, and substantial water demand—requiring neighborhood input under UDO 146-5.3.1(A) and (C)(3). In fact, neighbors who walk past the parcel every day stated in letters to City Council that they were unaware and not notified of the posting.

B. Potential Violation – UDO Section 146-5.3.9 (C)(D)

The Applicant has multiple violations of several sections of the abovementioned code, including failure to maintain public improvements for which it is contractually responsible (such as a streetlight on Norfolk) which together constitute an ongoing failure to comply with relevant ordinances and obligations. Additionally, the Applicant is *not* in compliance with multiple representations made at multiple public hearings and meetings relevant to the Station 60 Redevelopment.

C. Non-Compliance with Conditional Use Standards – UDO 146-5.4.3(B)(2)(C)

The use does not satisfy the mandatory finding that a conditional use must be 'compatible with the surrounding neighborhood and consistent with the Comprehensive Plan.' Six car washes already exist on Colfax, 3 within walking distance (under ½ mile). The proposed facility adds redundancy, conflicts with Aurora Places' intent to diversify land uses along Colfax, and fails to meet design and performance expectations.

D. Design Non-Conformance – Lack of Four-Sided Architecture - Chapter 146 Design Standards

Chapter 146 Design Standards require 'four-sided architecture' and articulation of facades visible from side roads and other developments. The tunnel exit (north) elevation facing new residential units is unarticulated, it is a flat stucco wall with no material change, and has control joints as design. The west elevation (Rear) is flat and unbalanced with the east elevation, lacks windows, articulation and any design. The drive aisle and queue lane visible from Colfax is not properly screened and the reference that landscaping will acceptably screen this area is insufficient and misapplied. This orientation was not allowed when I planned my development; consequently all four sides of my car wash had to conform to these standards. Why would this same standard not be applied to Bubble Bath QuikTrip? The 40-foot tower element is disproportionate and inconsistent with the surrounding area, the tower's massing is unbalanced and unattractive, 10' base, 13' roof (mid), 17' of tower, both the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. The tunnel exit points cars directly at the newly-constructed multifamily development just north of the site and will create large amounts of noise directed at residents.

E. The Use is Inconsistent with the Comprehensive Plan ("Aurora Places")

The proposed QuikTrip Bubble Bath Car Wash conflicts with multiple policies and core principles of the Aurora Places Comprehensive Plan. Specifically, it undermines the Plan's vision for "A Strong Economy," "A Thriving Environment," and "Complete Neighborhoods," each of which establishes that future development along major corridors—particularly East Colfax—should promote economic diversity, urban design quality, and long-term environmental stewardship.

1. Conflict with Economic and Land Use Policy

Aurora Places calls for redevelopment that creates "a greater variety of neighborhood experiences to attract employers and support new, higher-paid jobs." (Ch. 2, p. 6). The proposed car wash does the opposite: it adds a redundant, low-wage, and low-tax-generating use to an already saturated corridor, displacing opportunities for small-scale commercial or mixed-use developments that could generate sustained sales tax revenue and employment diversity.

The Plan explicitly cautions that Aurora's long-term fiscal health depends on supporting land uses that strengthen the City's tax base. Car washes are service uses that do not contribute sales tax revenue, yet they consume significant infrastructure resources—including water, wastewater, and road capacity. The result is fiscally inefficient land use, directly contrary to Aurora Places fiscal health principles (Ch. 2, p. 14).

2. Conflict with Environmental Stewardship Goals

Aurora Places emphasizes careful stewardship of natural resources, calling for "integration of water and land use planning" to conserve resources and enhance the reliability of water infrastructure (Ch. 2, p. 13). The Bubble Bath facility's reverse osmosis (RO) system rejects approximately 400 gallons of water for every 200 gallons of product water, discharging thousands of gallons of potable water daily into the sanitary system. This wasteful process fails to meet the intent of Aurora's water conservation policies and the Plan's directive for sustainability-oriented development.

3. Incompatibility with Community Design and Neighborhood Vitality

The Comprehensive Plan promotes "complete neighborhoods"—defined as places that are walkable, visually appealing, and contextually integrated. The proposed car wash reinforces an auto-oriented, transient "travel center" character rather than contributing to a vibrant, mixed-use corridor. Its design—blank walls, oversized tower, exposed vacuum producers, and large illuminated signage—conflicts with Aurora Places' call for "distinctive, high-quality design that enhances the character of corridors and centers." (Ch. 5, p. 30).

4. Conclusion

In sum, the QuikTrip Bubble Bath car wash is inconsistent with the Comprehensive Plan's economic, environmental, and design goals. It represents a short-term, low-value development pattern that perpetuates the very conditions Aurora Places seeks to change along Colfax. Approving this use undermines both the City's fiscal resilience and its commitment to sustainable growth, and therefore the conditional use must be denied as inconsistent with the Comprehensive Plan under UDO §146-5.4.3(B)(2)(C).

3. Findings of Fact and Supporting Evidence

A. Oversaturation and Market Impact

The International Carwash Association recommends spacing new conveyor washes 2–3 miles apart. The proposed site sits less than ½ mile from an existing conveyor wash and within a corridor already containing six car washes. Allowing another identical use undermines small, locally owned operators and contradicts the intent of the 'conditional' review process—to evaluate whether a use is appropriate in a specific location at this time.

B. Water Efficiency and Reclaim Misrepresentation

Aurora Water requires that car washes reclaim at least 75% of their tunnel water. The issue is not whether reclaim equipment exists, but how water is actually deployed. The Bubble Bath design includes a reclaim system with no sand filtration. While the tunnel recirculation technically meets the 75% figure, the facility's 500-gallon reverse osmosis (RO) system generates significant reject water—approximately 400 gallons of waste for every 200 gallons of spot-free product water given Aurora's incoming hardness of 11–14 grains. This reject stream is discharged to the sanitary system and not reused, substantially reducing actual site-wide water efficiency below the 75% reclaim threshold and contradicting the intent of Aurora's conservation goals.

C. Economic and Community Impacts

National chains like QuikTrip and Cobblestone employ pricing strategies that local operators cannot match, offering months of free washes followed by months of discounted memberships to capture market share. Such practices amount to predatory pricing, erode neighborhood economic diversity, and risk creating future vacancies and blight if local small businesses close. Predatory pricing contradicts the Comprehensive Plan's emphasis on promoting entrepreneurship; yet during its testimony in the Planning Commission hearing QuikTrip mentioned that they routinely engage in predatory pricing relative to their car washing services.

One generic example of predatory pricing: if I owned a sports bar and a new sports bar opens up ½ mile away, that is ok. But if this new sports bar gave away drinks and food for free for 3 months, then offered $1 shots, $.50 beers and half off food for another six months my sports bar would fail.

QuikTrip's institutionalized example of predatory pricing: "qtrewards" whereby they reward customers of their core services (convenience store and fueling station) with discounted car washing services.

4. Conclusion and Requested Action

For the reasons stated above—procedural errors, noncompliance with conditional use standards, design deficiencies, and failure to achieve true water efficiency—the Planning Commission's approval of Project 1800993 should be reversed under UDO 146-5.3.11 (B) In the alternative, the City Council should remand the matter to the Planning and Zoning Commission for further review, requiring:
- A properly noticed First Review Neighborhood Meeting,
- A full water-use analysis including RO reject volume, and
- Revised site elevations compliant with Aurora's four-sided architectural standards.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner, ebaratta@gleamcarwash.com, 720-346-4113

SUPPLEMENTAL ARGUMENT – INTERPRETATION OF "ADJACENT"

Filed in support of: Appeal of Conditional Use Approval – Project No. 1800993 ("Bubble Bath Car Wash / Station 60")

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

1. Introduction

The term "adjacent" as used in Aurora's Municipal Code and in planning practice should not be narrowly interpreted to require that two properties share a common boundary line. In land use and statutory interpretation, "adjacent" commonly means nearby, neighboring, or in close proximity—not necessarily contiguous. This interpretation is consistent with both dictionary definitions and legal precedent across Colorado.

2. Common Dictionary Definitions

• Merriam-Webster defines "adjacent" as "not distant: nearby."
• Black's Law Dictionary (11th ed.) defines "adjacent" as "lying near or close to; neighboring but not necessarily touching."
• The Oxford English Dictionary defines "adjacent" as "next to or very near; adjoining or contiguous."

Each of these authorities recognizes proximity—not physical contact—as the operative principle.

3. Colorado and Planning Usage

In Colorado, both courts and local governments interpret "adjacent" broadly when it appears in land use, zoning, and notice provisions. Similar municipal provisions require notice to "owners of property adjacent to or within a certain distance of the property affected." This distinction demonstrates that the term "adjacent" refers to nearby properties that could be affected, not just those with common boundaries.

The Colorado Court of Appeals has likewise found that proximity and the potential for impact—rather than shared property lines—determine whether a property owner has standing to appeal a land use decision.

Moreover, the City of Aurora's own notification practices support this interpretation: public hearing notices regularly include property owners within 1,000 feet of a proposed development as "adjacent" or "affected." Since the site at issue is a greenfield site, it's reasonable to extend the 1,000 feet to include impacted residents and businesses, all of which are located further away from the site than they would be in a mature, fully developed neighborhood or shopping district.

4. Policy Considerations

A narrow interpretation of "adjacent" as requiring physical contact would contradict the purpose of Aurora's public notice and appeal provisions, which ensure that individuals and businesses directly affected by a proposed use have an opportunity to be heard. Gleam Car Wash is located within the immediate vicinity of the proposed Bubble Bath Car Wash and is directly impacted by its operations—sharing the same traffic corridor, customer base, and water and wastewater infrastructure.

Even without a common property line, Gleam Car Wash is functionally adjacent under any reasonable interpretation of the term.

5. Impossible Condition

In addition to the four previous arguments, this unique fact pattern also supports the Impossible Condition argument, the premise of which is to provide legal direction when present circumstances are not anticipated by existing law or code. Because this property is a greenfield, and the only property owner who shares a property line is the Applicant, QuikTrip, and that applicant is not going to appeal the Planning Commission's vote, the City must be forced to keep to the spirit of the law and allow concerned and impacted nearby property owners to appeal the Commission's procedurally flawed action.

6. Conclusion

The term "adjacent" should be interpreted to include properties that are nearby, within the area of direct influence, or subject to the impacts of a proposed conditional use. To hold otherwise would defeat the purpose of public notice, limit legitimate participation, and conflict with both plain-language and planning-based interpretations recognized in Colorado and in the Aurora Municipal Code.

Accordingly, for purposes of standing and participation in this appeal, Gleam Car Wash qualifies as an adjacent business within the meaning and intent of Aurora Municipal Code §146-5.3.11.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner

ebaratta@gleamcarwash.com

720-346-4113

CITY OF AURORA
Council Agenda Commentary

Item Title: Bubble Bath Car Wash at Station 60 – Site Plan
Item Initiator: Stephen Gubrud, Planner II, Planning and Business Development
Staff Source/Legal Source: Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: David Foster, Foster Graham Milstein and Calisher, LLP
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

A PUBLIC HEARING AND CONSIDERATION OF A CALL UP BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO REVIEW A CONDITIONAL USE AND SITE PLAN APPLICATION FOR A MOTOR VEHICLE WASH WITHIN THE MU-C ZONE DISTRICT
Stephen Gurbud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ 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 and Zoning Commission

Policy Committee Date: 10/22/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

At a public hearing held on October 22nd, 2025, the Planning and Zoning Commission voted unanimously (7-0) to approve both requests for site plan and conditional use. The Commission asserted that the criteria had been met and cited concurrence with the staff report's findings. The commission suggested that the density (of motor vehicle washes) brought up at the hearing are an issue outside of the scope of the criteria as written. On December 1st, 2025, City Council voted to call up this application, which is why this item is on the city council agenda

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

The applicant's agent, Kimley-Horn and Associates, Inc., on behalf of the applicant, Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru motor vehicle wash facility on approximately 1.69 acres of land located east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in Planning Area (PA)-3 within the Station 60 Master Plan and is planned for commercial uses. Surrounding development includes a QuikTrip fueling station to the east and an affordable multifamily community to the north. The approximately 3.32-acre remainder of PA-3 to the west is currently vacant and designated for future commercial development. There is an active Development Application for the remaining site, with a proposed hotel. Land to the south, across Colfax, is vacant, but has an approved master plan for the Aurora Center for Health, Wealth, and Well-Being.

The proposed project will consist of an approximately 4,302-square-foot, standalone motor vehicle wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, primarily facing a private drive. The private drive provides access to the development from Colfax Avenue and is located roughly halfway between Airport Blvd and Norfolk Street. The development of the Station 60 plan has included important improvements to adjacent public infrastructure, including improvements along all existing street frontages and the development of an internal street network. The Bubble Bath Car Wash's business operations description indicates the plan to be open 12 hours per day, from 8:00 AM-8:00 PM. The business would have two shifts per day with 3-5 employees on site per shift. As a part of this development, the applicant submitted two applications to the City:

1.) A conditional use for a motor vehicle wash facility and;
2.) A site plan for the overall lot development.

After the development review process, the applications were presented to the Planning and Zoning Commission at a public hearing on October 22nd, 2025, where the commission unanimously approved both the conditional use and the site plan, 7-0. The site plan approval included the condition requiring resolution of all outstanding technical review comments prior to recordation of

the site plan or issuance of any permits. On December 1st, 2025, City Council voted to call up this application.

Applicant's Request:

Approval of Conditional Use and Site Plan

Development Review Processes:

Conditional Use
A use that may be permitted if found to be compatible with adjacent uses and would not change the character of the neighborhood.

Site Plan
A detailed plan depicting how a site will be developed by illustrations and drawings of such site features as architectural building elevations, building locations, sidewalks, parking areas, landscaping, recreational amenities, and other site features.

Applicable UDO Procedures
Conditional Use – Development Application:
The applicability, procedures, and approval criteria for Conditional Use development applications are found in UDO section 146-5.4.3.A. This section applies to all applications for a use listed as a conditional use within the Permitted Use Table. The Permitted Use Table, located in UDO section UDO section 146-3.2, lists the land uses that require conditional use approval in Aurora. Per this section, Motor Vehicle Washes are considered a Conditional Use within the MU-C zone district.

Site Plan – Development Application:
A Site Plan complying with UDO Section 146-5.4.3.B is required before a building permit may be issued for all new commercial development in the City. Site plan applications are received through the City's development review portal and are reviewed for compliance with the development standards listed within UDO section 146-4.

Comprehensive Plan
Generally, new Development Applications are reviewed for consistency with the goals and intent of the Aurora Places Comprehensive Plan. Aurora Places, the city's comprehensive plan, serves as a foundation for decision-making related to growth and development in Aurora. It presents a vision for the future, with long-range goals and recommended actions for a variety of public activities.

The plan addresses topics including land use, transportation, housing, economic development, natural resources, parks and open space, community identity and more. Aurora Places describes challenges and opportunities that face the community and articulates the city's vision and values for how it wants to grow and develop. The plan emphasizes the importance of creating and improving the variety and types of places throughout the city.

Major Issues Discussed During Development Review:

- Architecture and Four-Sided Building Design
- Landscaping and Screening of Vehicular Queue
- Building Orientation and Site Amenities

Results of Development Review:

Architecture and Four-Sided Building Design

Early in the development review process, architecture was identified as a critical element for meeting the conditional use criteria, due in part to its high visibility along E. Colfax Avenue. After discussions and modifications, the proposed building employs horizontal articulation, including changes in materials and roof form, to break up the longer facades and add visual interest. On the east-facing (primary) façade, the proposed architectural elements include increased glazing and an awning. Masonry will be visible on all elevations, and the building will feature a tower structure clad entirely in stacked stone. Electronic Message Board signs were included on the most recent architectural elevations. Staff has advised the applicant that this is not permitted, and any such signage will be removed from the building's facades during subsequent technical submittal(s).

Landscaping and Screening of Vehicular Queue

The applicant worked with staff to develop solutions for landscaping the site to accommodate this automobile-oriented use. As the subject parcel is surrounded on three sides by rights-of-way (ROW), a well-integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of dock doors when not in operation. Special attention was paid to the landscape buffer along the southern edge of the site, which fronts onto E. Colfax Avenue. In this area, a robust planting of shrubs and trees, such as the Colorado Bristlecone Pine, will be used to maintain an appealing, natural on-street ambience.

Building Orientation and Site Amenities

Siting the building with a primary façade along the internal drive helps ensure the proposal meets the design requirements of the MU-C zone. This will help to create visual interest along the internal drive. Furthermore, the applicant has worked with staff to include a pedestrian patio area with amenities such as seating and trash receptacles, providing employees or customers with a place to sit and take a break. Bicycle parking has also been included as required by City Code.

Summary of Staff Recommendation:

Approval of the Conditional Use and Site Plan with one condition. That condition being resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits. Key technical review issues currently include:

- Removal of electronic message board (EMB) signs from all building facades.
- Elevations showing design of pay station canopy area.
- Details of amenities for the required patio area.

Summary of PC Decision:

At a public hearing held on October 22nd, 2025, the Planning and Zoning Commission voted unanimously (7-0) to approve both requests. The Commission asserted that the criteria had been met and cited concurrence with the staff report's findings. The commission suggested that the density (of motor vehicle washes) brought up at the hearing are an issue outside of the scope of the criteria.

Public Notification:

For this hearing, legal notice appeared in the Aurora Sentinel on January 1st, 2026. Mailing and public hearing notices have been sent to abutting property owners and registered neighborhood groups and the public hearing notice sign was posted on the site a minimum of 10 days prior to this hearing. This was done in compliance with Sec. 146-5.3.7 of the UDO.

Community Referrals:

For this hearing, referrals were provided to the following registered neighborhood organizations (RNOs) within one mile of the site: Cottage Grove HOA, Laredo/Highline, Laredo Landing, Norfolk Glen, Sable Altura Chambers Neighborhood, Woodshire East Mobile Home Community, Clean, Chambers Heights Neighborhood Association, Vista Peak Community Garden, Kirkegaard Acres, Private Warehouses at Buckley Condominium Association, Inc., Kirkegaard Acres

Neighborhood Association, Fax Aurora, and Path2Light Award Ceremony for Aurora Refugee Youth.

Neighborhood Comments:

For this hearing, 6 abutting property owners and 14 registered neighborhood organizations were notified of the application.

Following the notice before the Planning and Zoning Commission (PC) hearing in October, 5 public comments were received and included in the PC packet. Following the Planning and Zoning Commission hearing, one additional comment was received. Those comments are all included within this packet as Exhibit D.

Subjects Addressed by Public Comment:

Development Review Noticing Policy and Procedure

Residents of the nearby Norfolk Glen Neighborhood stated they did not receive the application mailings and that a yellow notice sign was not observed during the review of the development proposal. Furthermore, there was some concern about the number and validity of RNOs and HOAs notified, claiming some may be defunct. Lastly, comments were submitted regarding the fact that no neighborhood meeting was conducted for this development application.

Response: Staff asserts that all noticing requirements have been met for this development application. According to the UDO, no yellow sign is placed on the property during the development review process until a public hearing or administrative decision is scheduled. Public notice signage is required to be posted on the site at least 10 days before a scheduled decision. Mailed notices at the beginning of the review, with commenting procedure instructions, are mailed to abutting property owners and registered HOAs/Registered Neighborhood Organizations (RNOs) within 1 mile of the site. In addition, information on any active development is available on the City's website, which allows members of the public to submit comments. The City maintains and keeps records of all legal notices.

HOAs or RNOs may voluntarily register with the city to receive notifications about development projects occurring within a mile of their HOA/RNO. It is the responsibility of the HOA/RNO to maintain current information with the city. The city relies on the organization and its members to provide necessary updates or notice of dissolution. HOA/RNO registration is maintained by the City's Housing and Community Services Department. Assistance with registration is generally handled by a City of Aurora Community Engagement Coordinator.

As it pertains to the subject of a neighborhood meeting, UDO Section 146-5.3.1.C lists the circumstances for which a neighborhood meeting is required. Based on this code section, the requirement for a neighborhood meeting may be waived if no neighborhood organizations request one and no significant public comments are received during development review. Since no public or neighborhood comments were received during the formal review cycles, which occurred prior to scheduling the Planning and Zoning Commission hearing, no neighborhood meeting was required.

Adherence to Development and Conditional Use Standards

Many questions and comments posed by the public were regarding the development's adherence to the City's development standards, as well as the approval criteria for conditional use applications, listed within the UDO. The proposal's compliance with Aurora's architectural and four-sided building design standards was brought into question. These claim that architectural features may be inadequate and that the building's orientation and site screening methods may also be inadequate. Furthermore, several members of the public suggested that the conditional use criteria have not been met, citing the number of similar uses in the area as evidence of incompatibility.

Response: Regarding architecture, there are several code requirements for any new commercial building, including four-sided building design and site configuration. These items have remained a priority for the project during staff review. UDO Section 146-4.8.7.C lists the various classifications of building faces/facades, including primary, secondary, and minor. It is important to note that architectural feature requirements vary by building facade type. It is also important to note that the subject site is surrounded by streets on three sides. Claims that the north-facing elevation is unarticulated are unfounded, as it incorporates features such as material changes, roof forms, and architectural reliefs to break up the 40-foot-wide façade. The west elevation is considered the minor façade, as it is internal to the site and does not front onto any surrounding streets. For this reason, it is not intended to reflect the detail of the eastern, or primary, facade. The primary façade has undergone multiple architectural revisions to ensure it provides an engaging aesthetic for the overall development. This includes increased use of glazing with windows extending to floor level, wall plane offsets, changes in materiality, color, and roof form, and inclusion of a projecting awning. Plantings of trees and shrubs have been included, which satisfy the intent of the code to screen vehicular queuing areas. This approach has been implemented in a number of already approved projects for similar uses. Although Electronic Message Board signs were included on recent architectural elevations, staff has advised the applicant that this would not be permitted, and any such signage will be removed from technical submittals.

In addition, the conditional use criteria, found within the UDO, have been addressed. The Comprehensive Plan placetype of City Corridor is described as largely auto-oriented but also designed to accommodate multimodal transportation methods. It also states that green space is limited within the placetype, but outdoor gathering spaces are encouraged. Although a motor vehicle wash certainly seems compatible with the auto-oriented nature of this placetype, planning staff have worked to ensure multimodal connections, landscape, and amenities were addressed within the plans. This will include accessible connections to the site and building from the public sidewalk and provision of an on-site plaza with seating for customer and employee use. The sidewalk along Colfax Avenue is designed to be detached, with curbside landscaping to enhance the comfort and safety of pedestrians. Bicycle racks will also be included in the proposal. As mentioned, the surrounding neighborhood contains a variety of other auto-oriented uses, and staff does not believe the proposed motor vehicle wash changes the predominant character of the area, which is that of a rapidly growing automobile-centric arterial roadway.

Finally, the proposal meets the use specific standards for the spacing of automobile-oriented uses as described in UDO Section 146-3.3.5.RR. In general, this limits automobile-oriented uses to two corners of an intersection, encouraging a variety of uses. It is important to note that the UDO does not provide any further locational restrictions on the number of similar motor vehicle wash uses within a given distance or area, nor does it factor in economic profitability requirements for any use.

Zoning and Comprehensive Plan Compatibility

Another issue raised by the public concerns the application's consistency with the Aurora Places Comprehensive Plan and the Station 60 Master Plan zoning documents. These comments largely state that the proposal may not adequately address Aurora's fiscal goals for development/redevelopment and does not meet the definition of a "complete neighborhood." Other comments received speak to compatibility with the Station 60 – Master Plan, noting that the land use plan mentions retail and/or quick-service restaurant uses, not motor vehicle wash uses.

Response: The proposed land use meets the intent and stated principles of the Strong Economy guiding principle within the Aurora Places Comprehensive Plan, which states that the city should develop city corridors and commercial hubs as places for retail, services, offices, and entertainment. As part of any development application, staff do not review the compensation offered to future employees. In any case, it is unlikely that another service or retail business on this lot would offer significantly higher wages or more overall employment opportunities. The MU-C zone district and

Station 60 Master Plan support a variety of commercial uses, including a motor vehicle wash facility. The city does not engage in the practice of choosing which commercial uses are to be built on certain lots. Instead, they respond to submitted applications. In addition, the Master Plan does not prescribe or restrict a number of similar commercial uses permitted or located within a certain area, instead letting the market determine location. The comprehensive plan does not support the practice of restricting development on this basis.

Staff has mindfully reviewed the plans to ensure site conditions positively contribute to a complete neighborhood, within this rapidly changing area of Colfax Avenue and Airport Boulevard. Ensuring multimodal connections and high-quality integration into the surrounding area is a top priority for the planning staff. For this reason, planning has required multiple refinements to ensure the expansion of the multimodal network, support safe pedestrian movement, provide on-site amenities, high-quality architecture, and screening of mechanical equipment. Accessible parking is included as part of the application, and accessible walkways will be provided to the building's main entry as well as the public sidewalk. Bicycle racks have been included to allow employees to bike to work and safely store their property on site. Landscape requirements have been satisfied, and the site completion will coincide with improvements to Colfax Avenue, including a 10-foot-wide detached sidewalk along the Colfax frontage and landscaping along the Bubble Bath site edge. The Station 60 development has been master planned to provide a mix of uses, including both commercial and residential uses. The infrastructure improvements are intended to provide a high level of mobility for pedestrians with accessible connections to employment centers, retail, services, and public transit. This goal will also be supported if the planned medical and community campus is developed to the south.

It is also important to note that the Station 60 Master Plan project description states that proposed uses for this parcel MAY include retail or fast food. The land use plan broadly designates commercial uses, and a motor vehicle wash is considered a commercial use that is also contemplated in the zone district. Motor vehicle washes are common in commercially zoned areas with high traffic and visibility. Prohibitions of auto uses, including motor vehicle washes, are not included within the land use plan.

Water Conservation and Environmental Impact

One final public concern has been sustainability practices and their impact on water conservation efforts. Several commenters note that motor vehicle washes require significant water use. For this reason, further clarity has been requested regarding the requirements the city imposes on motor vehicle washes.

Response: During the review process, Aurora Water has reviewed the plan for compliance with their water recycling standards as well as stormwater drainage and wastewater requirements. Based on these plans, the subject application meets or exceeds the relevant Aurora Water standards. The subject proposal must comply with the 75% wastewater recycling standard. The applicant asserts a 90% water treatment and reuse rate. The applicant also claims that their system utilizes less than 30 gallons of fresh water per automobile washed. Furthermore, the application will comply with the city's non-functional turf ordinance, meaning that landscapes which are aesthetic in nature, are designed with shrubs, perennials, and warm-season grasses with an annual irrigation requirement of less than 15 inches.

Conformance with Code Criteria:

Site Plan Approval Criteria

Site Plan approval criteria are found in Section 146-5.4.3.B.2 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions*

specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewaster, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Site Plan Approval Criteria as follows:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The site development utilizes and improves existing city infrastructure in that the proposed improvements to Colfax Avenue will provide increased mobility opportunities to the surrounding area. Furthermore, the development will utilize existing private roadways interior to the site, adding landscaping improvements to adjacent street frontages, creating a more comfortable on-street environment;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development as the improvements to the Colfax Avenue ROW will support increased pedestrian mobility into and through the site. Completion of streetside landscaping will support a more comfortable pedestrian environment and encourage use of nearby public transit facilities. Bicycle racks are proposed further supporting multimodal transportation opportunities for employees;
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience and;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operation are consistent with other automobile and drive-through oriented businesses in the area.

Applicant Information:

Applicant: Evergreen Devco, Inc.
Owner: QuikTrip Corporation
Agent: Kimley-Horn and Associates, Inc.

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D – Public and Community Comments
Exhibit E – Planning and Zoning Commission Packet
Exhibit F – Planning and Zoning Commission Minutes

Exhibit G – Planning and Zoning Commission Meeting Transcript
Exhibit H – Station 60 Master Plan

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Vacant	Permitted	Motor Vehicle Wash
Parcel Size	73,818 sf (1.69 Acres)	N/A	No Change
Hard Surface Area	N/A	N/A	46,189 sf
Landscape Area	N/A	N/A	23,327 sf
Building Coverage Area	N/A	N/A	4,302 sf
Parking	N/A	15	30 (25 spaces are for vacuuming)
Total Signs	N/A	5	2
Total Sign Area	N/A	133 sf	120 sf

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Mural Apartments – Multifamily Residential
East	MU-C (Mixed-Use Corridor)	QuikTrip – Motor Vehicle Fueling Station
South	MU-C (Mixed-Use Corridor)	Vacant – Future Site of the Aurora Center for Health, Wealth, and Well-Being
West	MU-C (Mixed-Use Corridor)	Vacant – Future Commercial Development

Staff Recommendation(s):

Agenda Item: Site Plan for a Motor Vehicle Wash
Approve, with one condition, the Site Plan for a drive-thru car wash because the proposal complies with the requirements of Code Section 146-5.4.3.B.2.c.i of the Unified Development Ordinance for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The site development utilizes and improves existing city infrastructure in that the proposed improvements to Colfax Avenue will provide increased mobility opportunities to the surrounding area. Furthermore, the development will utilize existing private roadways interior to the site, adding landscaping improvements to adjacent street frontages, creating a more comfortable on-street environment;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development as the improvements to the Colfax Avenue ROW will support increased

pedestrian mobility into and through the site. Completion of streetside landscaping will support a more comfortable pedestrian environment and encourage use of nearby public transit facilities. Bicycle racks are proposed further supporting multimodal transit opportunities for employees;

- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience and;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operations are consistent with other automobile and drive-through oriented businesses in the area.

Approval to be subject to the following condition:

1. Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits

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.)

QUESTIONS FOR COUNCIL

Does the City Council wish to approve a site plan application for a motor vehicle wash with the condition that the remaining technical corrections be made prior to recordation of the site plan and issuance of any permits.

LEGAL COMMENTS

Call-Ups. Prior to the effective date of any decision that can be heard by City Council, as listed in Table 5.2-1 of the UDO, any member of the City Council may move to call up the development application for consideration. If the motion passes, the application shall be brought before the City Council as soon as practicable following the date on which the decision was made for review and consideration in accordance with the criteria provided in the UDO. The City Council shall have the authority to approve, approve with conditions, modify, or reverse the decision of the Planning Director or Planning and Zoning Commission. The City Council may also remand the application back to the Commission with direction for further consideration. (UDO §146-5.3.11.A-B)(McClelland)

Criteria for Approval of a Conditional Use. A conditional use shall be approved only if the Planning and Zoning Commission determines that (a) the application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed condition use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property; (b) the application is consistent with the Comprehensive Plan; (c) the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area; (d) the proposed use will not change the predominant character of the surrounding area; (e) the City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; (f) the application demonstrates that the proposed use 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; and (g) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.A.3) (McClelland)



Planning and Business Development

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AuroraGov.org
303.739.7250
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City of Aurora, Colorado

Bubble Bath Car Wash
Site Plan and Conditional Use

Miles 0 0.045 0.09

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Case Numbers: 2024-6027-00, 2024-6027-01
Development Application: #2274-07

10/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

From: LIQUE Engineers, LLC **Date:** May 8, 2024

To: Lorianne Thennes – Planning Case Manager
15151 E Alameda Pkwy
Aurora, CO 80012

City Case Number: #1783984
Internal Project Number: 176-01-04

Re: Letter of Introduction – Bubble Bath Car Wash – Station 60 Filing No. 2, Lot 4.

Project Description:

The development site is a 1.6946-acre lot legally described as Lot 4 Station 60 Filing No. 2, Block 1, at the southeast quarter of section 32, township 3 south. The site is on the northern side of E. Colfax Ave, between Norfolk St and Airport Blvd. and is currently zoned MU-C (Mixed-Use Corridor) and is part of the Station 60 Master Planned Community. A CUP application is required for the proposed use. All requirements outlined in Section 146-5.4.3.A have been met and are explained in the narrative below.

The development site will have commercial use as an automated car wash. The car wash is anticipated to be 4,302 square feet with a FAR of .0583 ≈ 5.83%. The ITE Code for an automated car wash is 948 and with the square feet needed will produce 62 total PM trips. The property will be entered from either the private driveway or the neighboring property. The entrance to the car wash will be a one lane queue with three separate pay terminals to keep traffic flowing. Before the wash tunnel, there is a bailout lane that leads to the private driveway. After leaving the wash tunnel, cars can either exit left to the vacuum parking area or exit right to leave the property. The proposed automated car wash will be run by 3-4 employees at a time and will typically be open from 8:00AM to 8:00PM. The development site will contain free vacuum enclosures, queuing lanes, multiple entry points for pedestrians, pay terminals, two bicycle rack locations, and a tower with signage.

The proposed commercial development will require a CUP application. The proposed site is in compliance with applicable standards set forth by the City of Aurora's UDO and Station 60 Master Plan. Compliance is met by abiding by and conforming to setback, parking, and access requirements as well as building façade, building placement, materials, and height.

The proposed Bubble Bath Car Wash is being developed by Evergreen Devco, Inc. The consultants for this development will include civil engineering, architectural, mechanical engineering, electrical engineering, plumbing and landscape. Contact information for the property owner/developer and project consultants will be provided on the following page.



816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

OWNER/DEVELOPER
Evergreen Devco, Inc
2390 E Camelback Rd Suite 410
Phoenix, Arizona 85016

CIVIL ENGINEER
LIQUE Engineers, LLC
816 Camaron St. Ste 110
San Antonio, Texas 78212

ARCHITECT
LIQUE Engineers, LLC
816 Camaron St., Ste 110
San Antonio, Texas 78212

LANDSCAPE ARCHITECT
CDI Landscape Architecture & Planning
4403 Black Hickory Woods
San Antonio, Texas 78249

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:

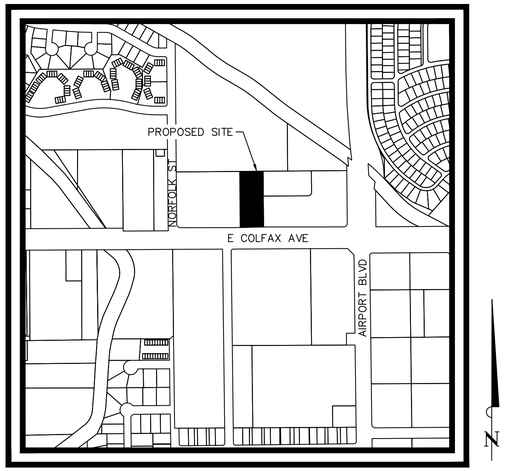
CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ____ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath – Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL; S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

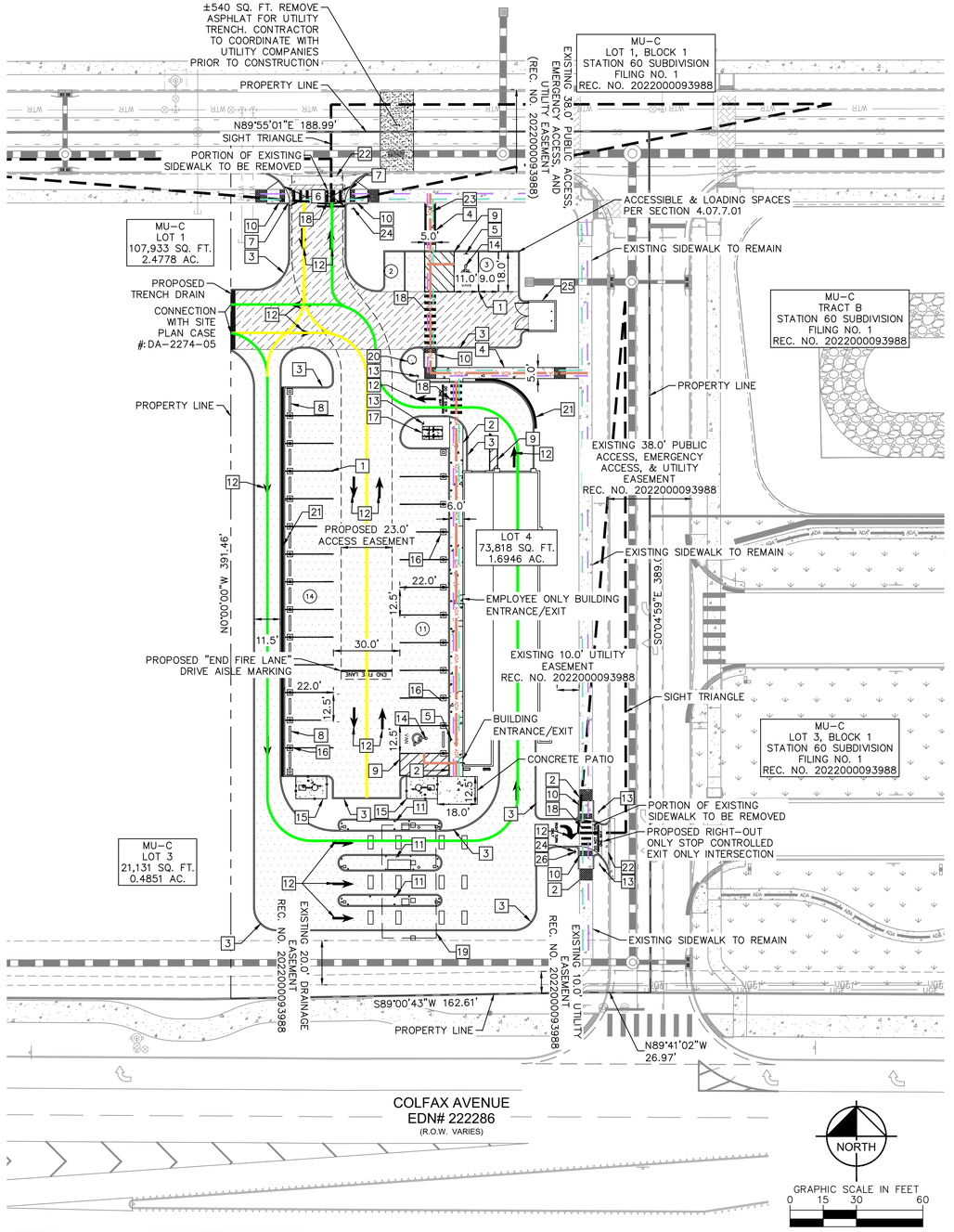
EMERGENCY INGRESS AND EGRESS:

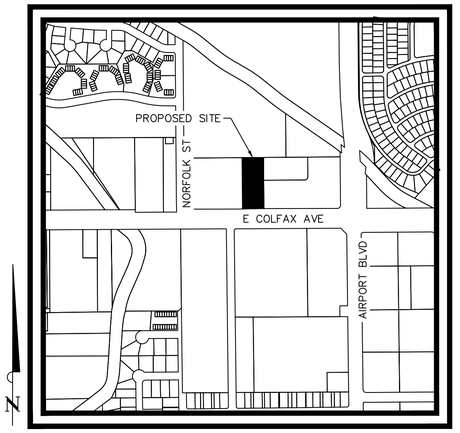
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO ABTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5. OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

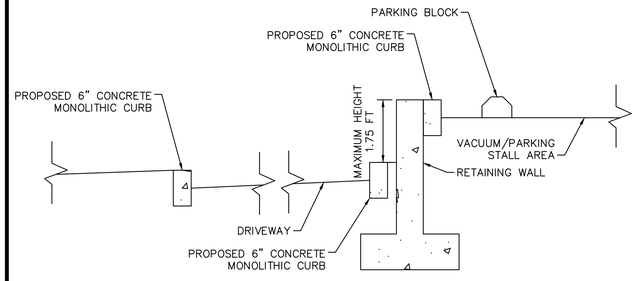
PROJECT NO.
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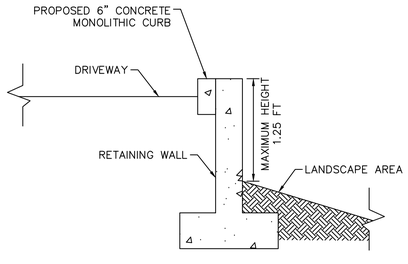
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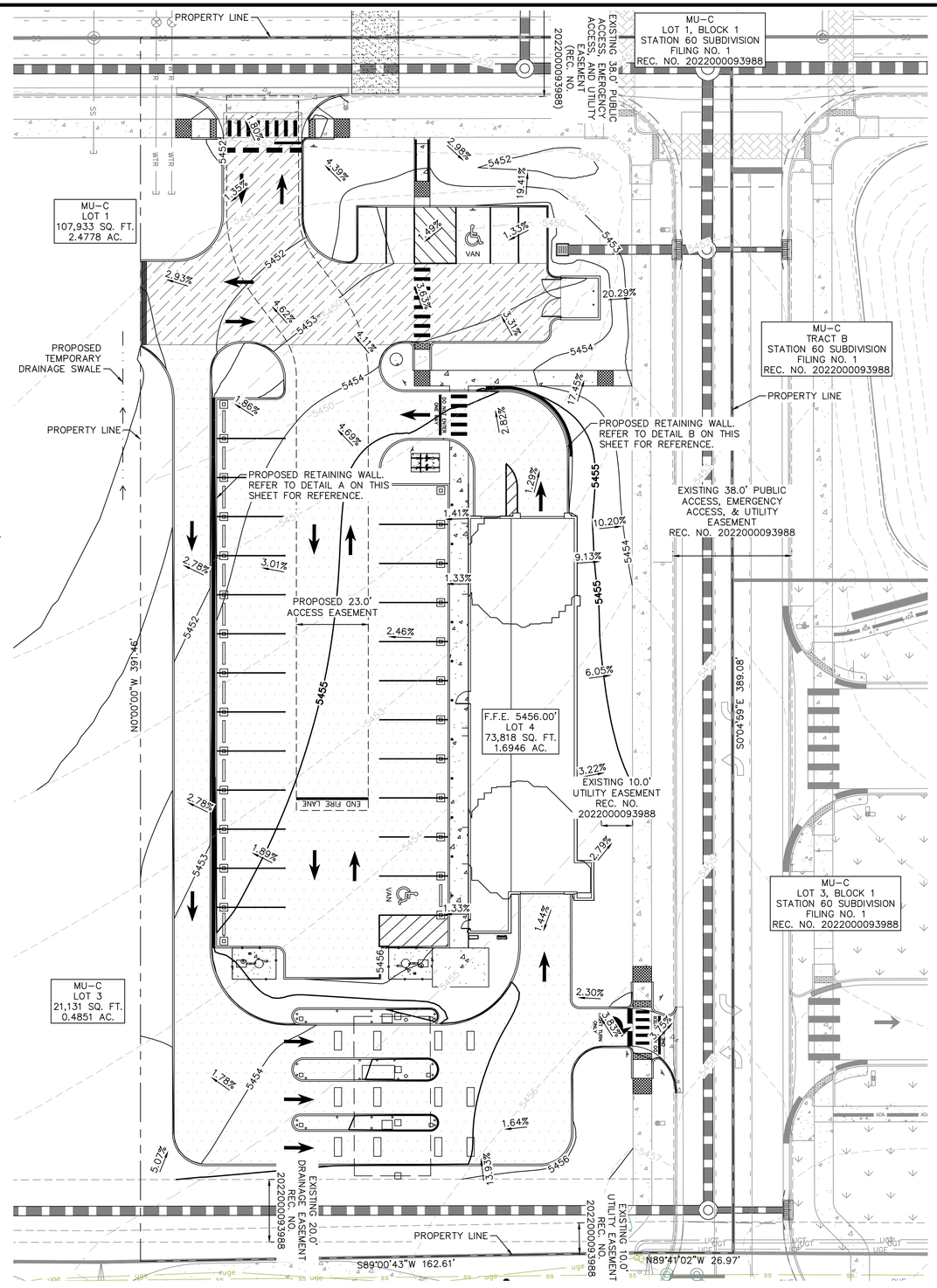
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

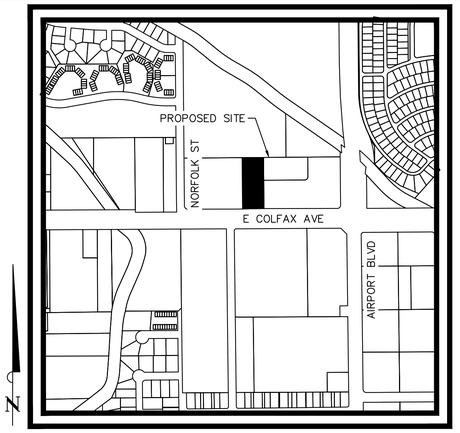


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

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096888060

SHEET
03

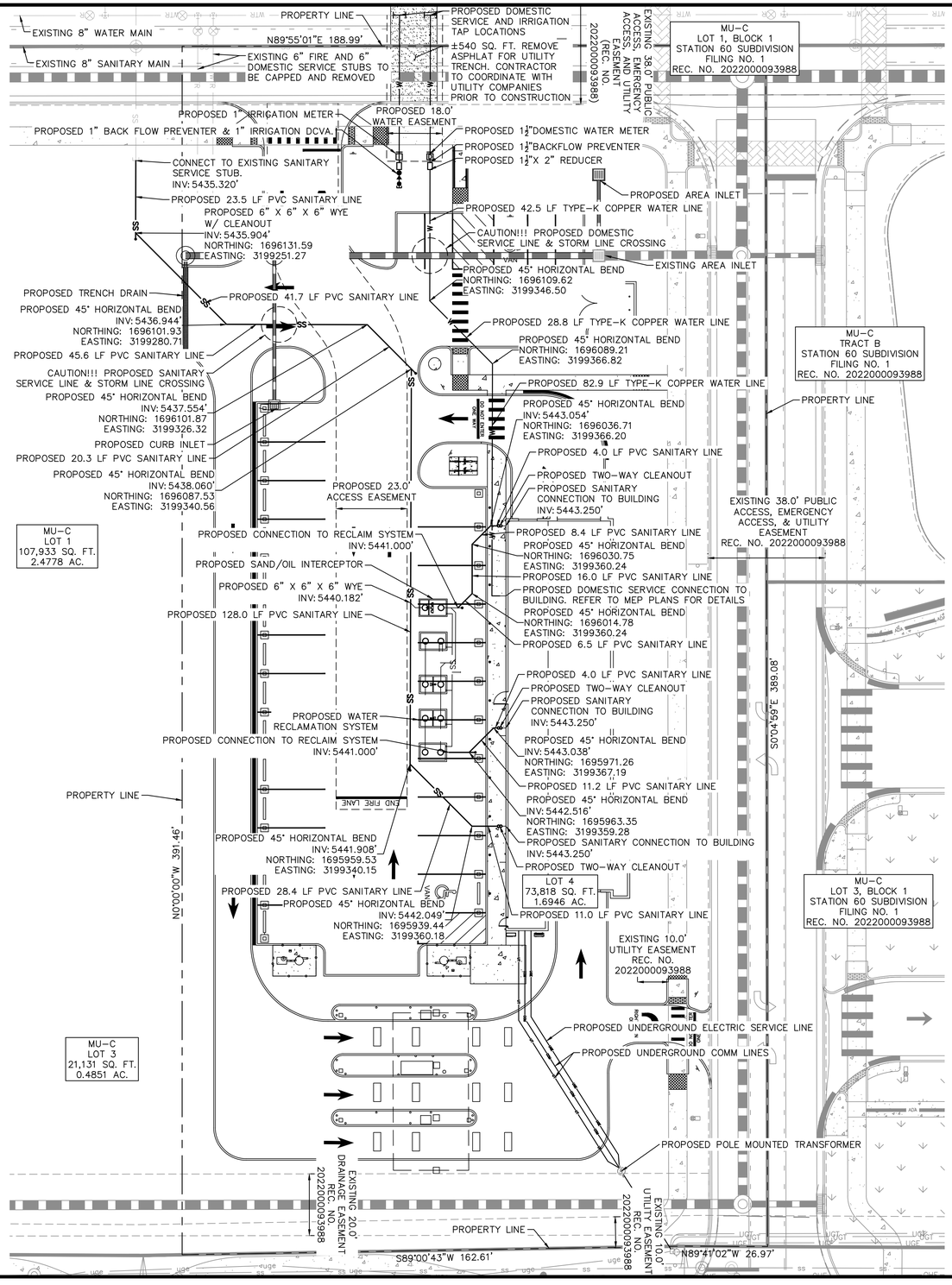
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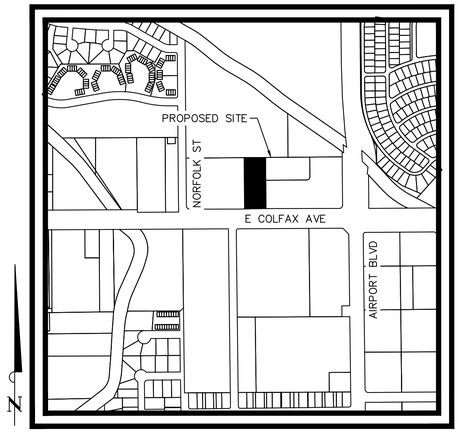
NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- SS — PROPOSED SANITARY LINE
- W — PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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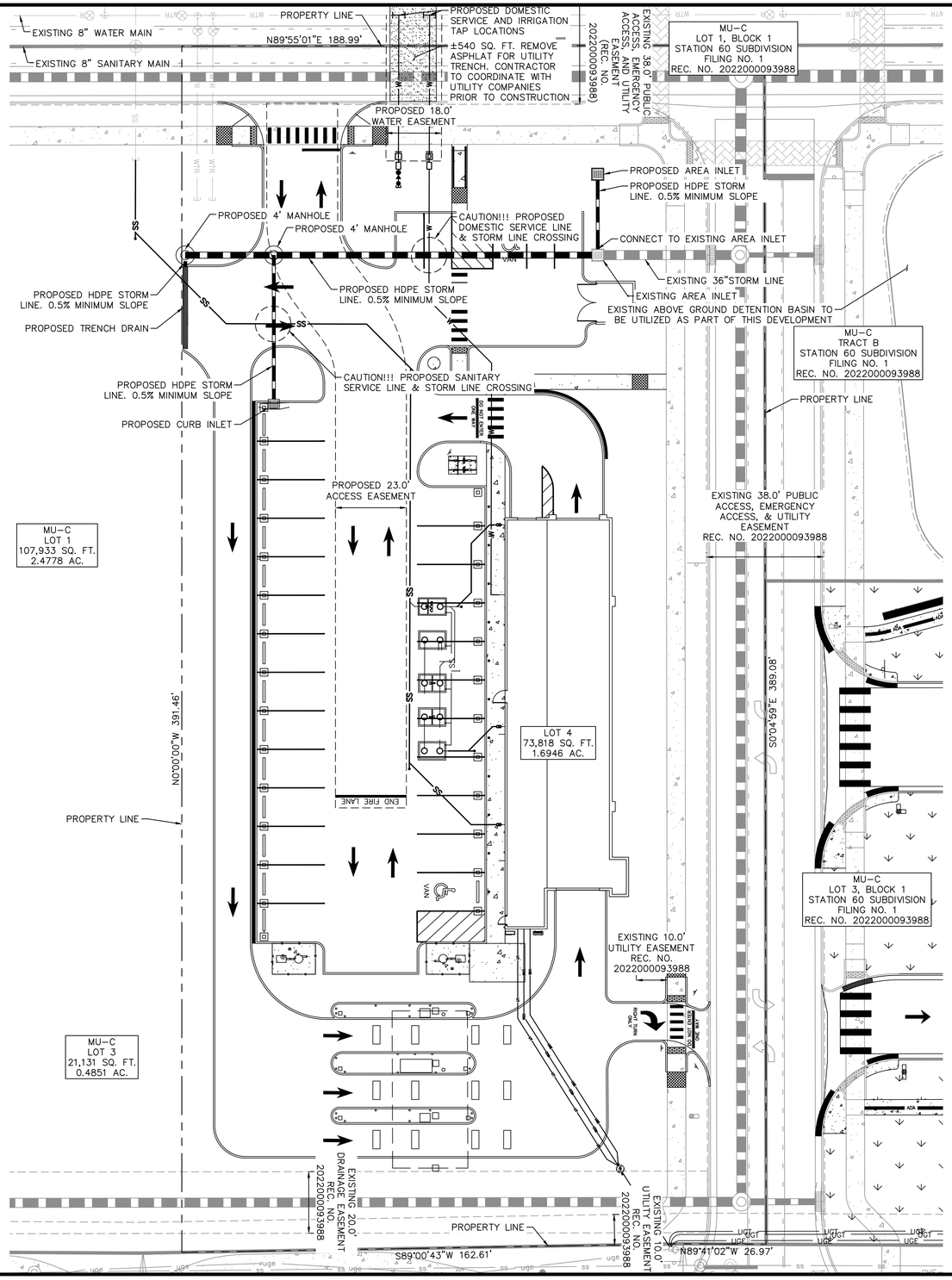
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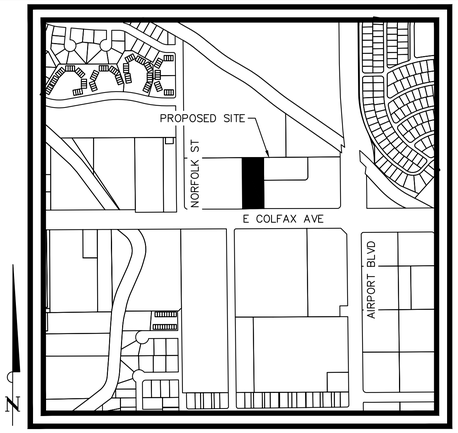
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CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

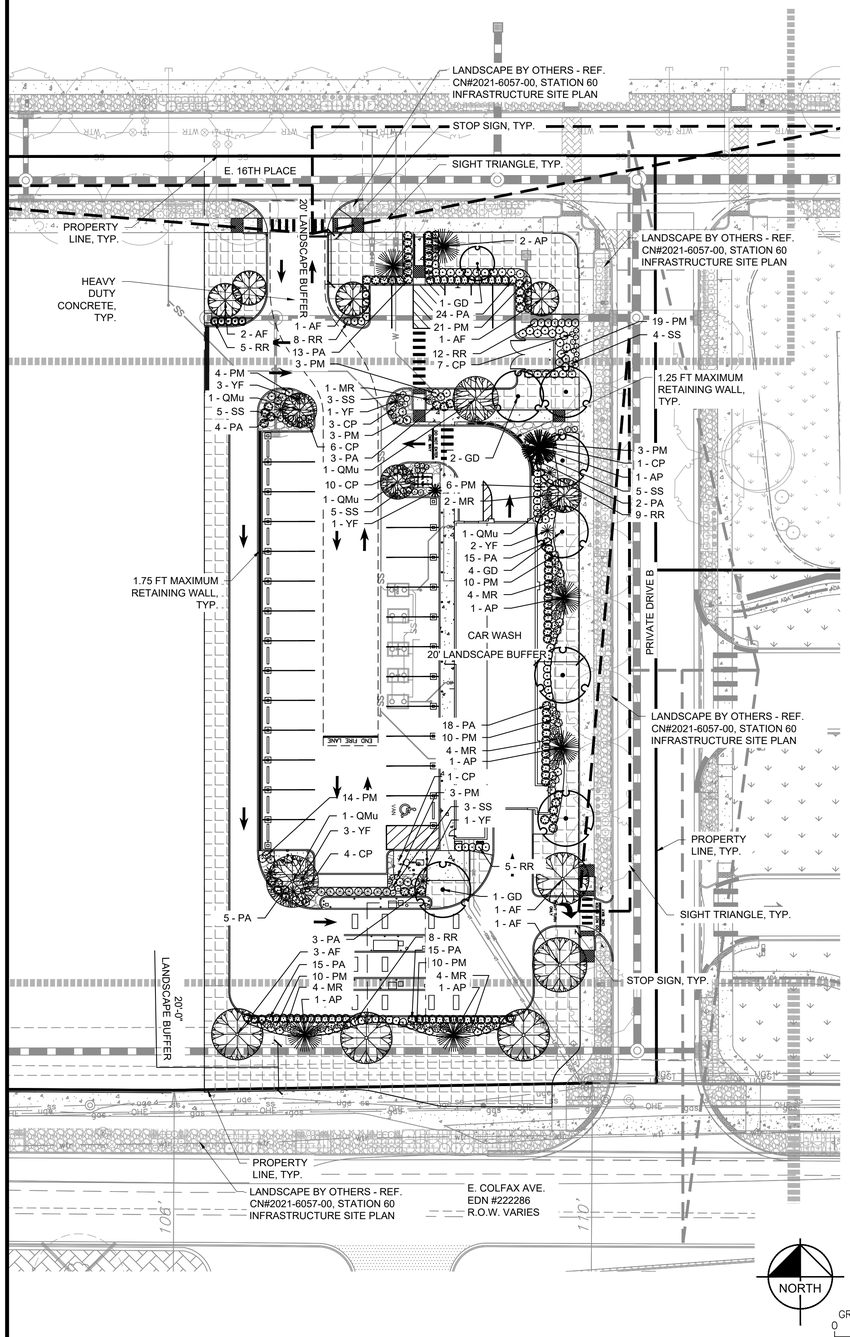
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemonii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"-3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

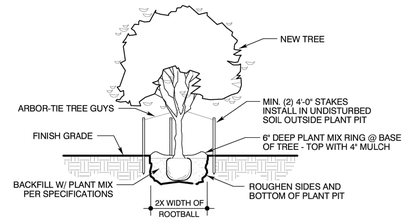
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

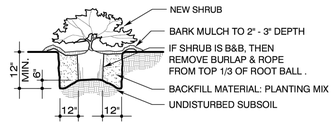
CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"-1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4-8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26-INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.

CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non-residential and Mixed-use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000



TREE PLANTING DETAIL
NEW TREES
1/8" = 1'-0"



SHRUB PLANTING DETAIL
NEW SHRUBS
1/8" = 1'-0"

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

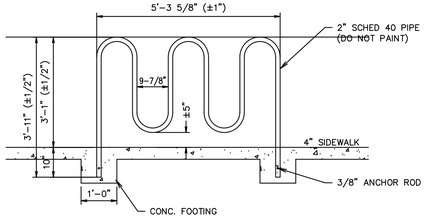
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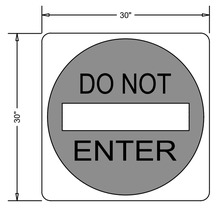
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MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL

NTS | SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA
	< 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

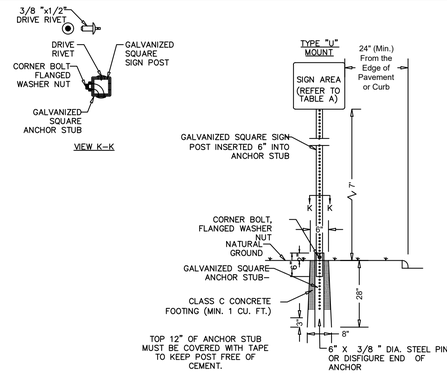
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

8.) ALL DETAILS ARE NOT TO SCALE.

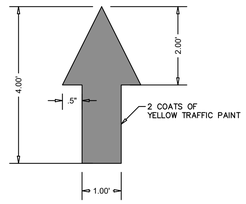
9.) ALL DIMENSIONS ARE IN INCHES.

10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



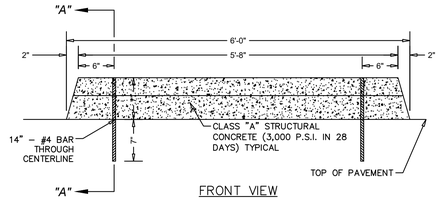
DO NOT ENTER SIGN DETAILS

NTS | SN:



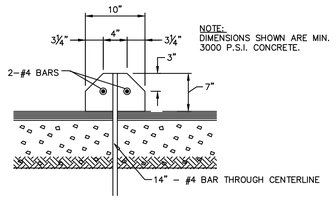
TRAFFIC MARKING DETAIL

NTS | SN:



FRONT VIEW

PRECAST WHEELSTOP 6' (MINIMUM) LONG HELD IN PLACE BY 2-3/4"ø x 18" PIN PROVIDE ONE WHEELSTOP EACH STALL OR AS SHOWN ON PLANS.



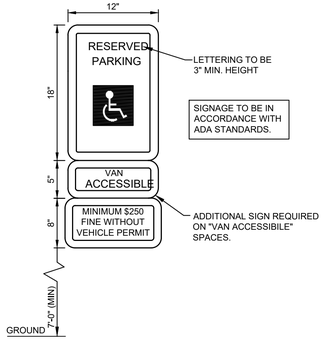
NOTE:
DIMENSIONS SHOWN ARE MIN.
3000 P.S.I. CONCRETE.

SECTION "A-A"

NOT-TO-SCALE

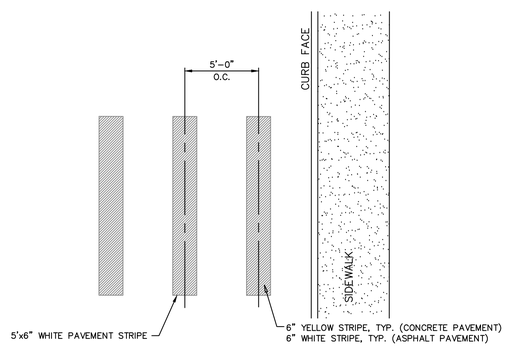
WHEELSTOP DETAIL

NTS | SN:



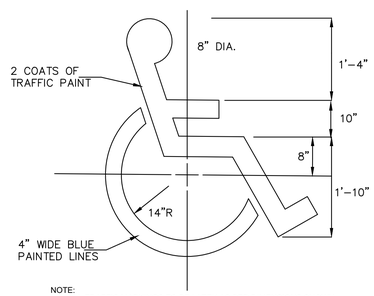
ADA SIGNAGE DETAIL

NOT TO SCALE



CROSSWALK DETAIL

NTS | SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

Kimley»Horn

NO.	REVISION	DATE	BY

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

PRELIMINARY
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NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

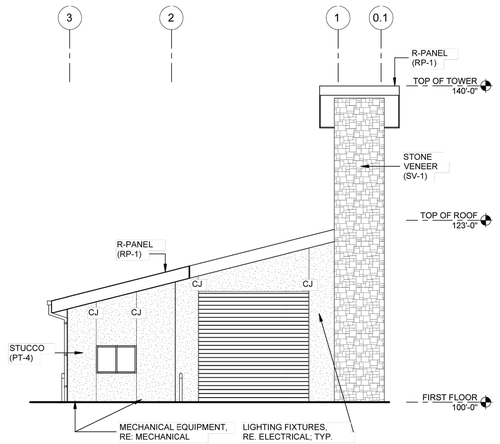
PROJECT NO.
096888060

SHEET
07

K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_DT.dwg Lundberg, Andrew 8/29/2025 11:44 AM

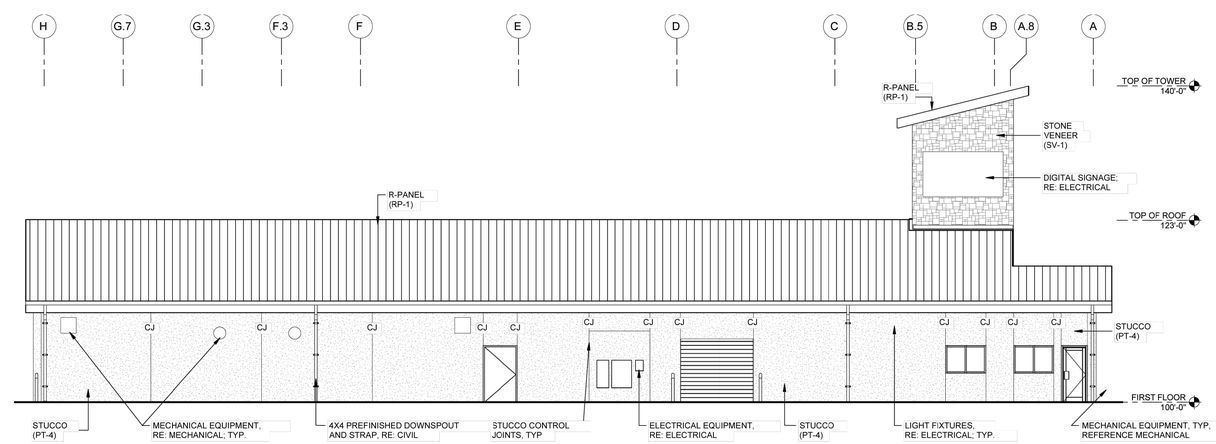
MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO



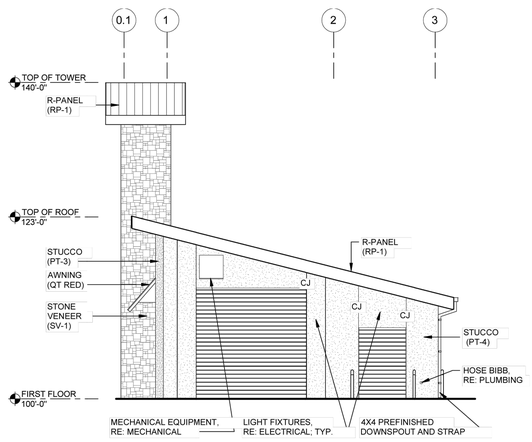
ENTRANCE ELEVATION

1/8" = 1'-0"



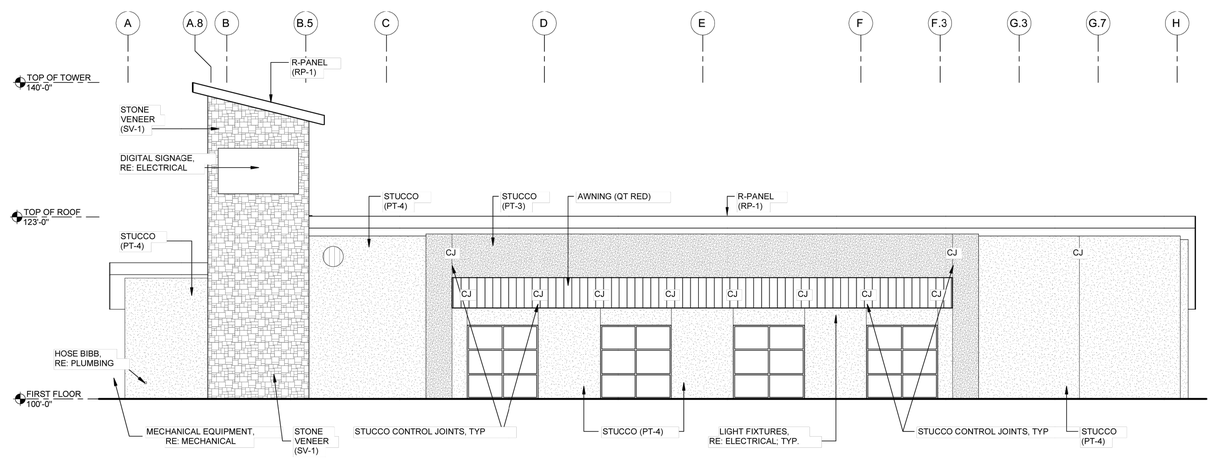
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

NO.	REVISION	DATE	BY

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CHECKED BY: EJG
DATE: 06/02/2025

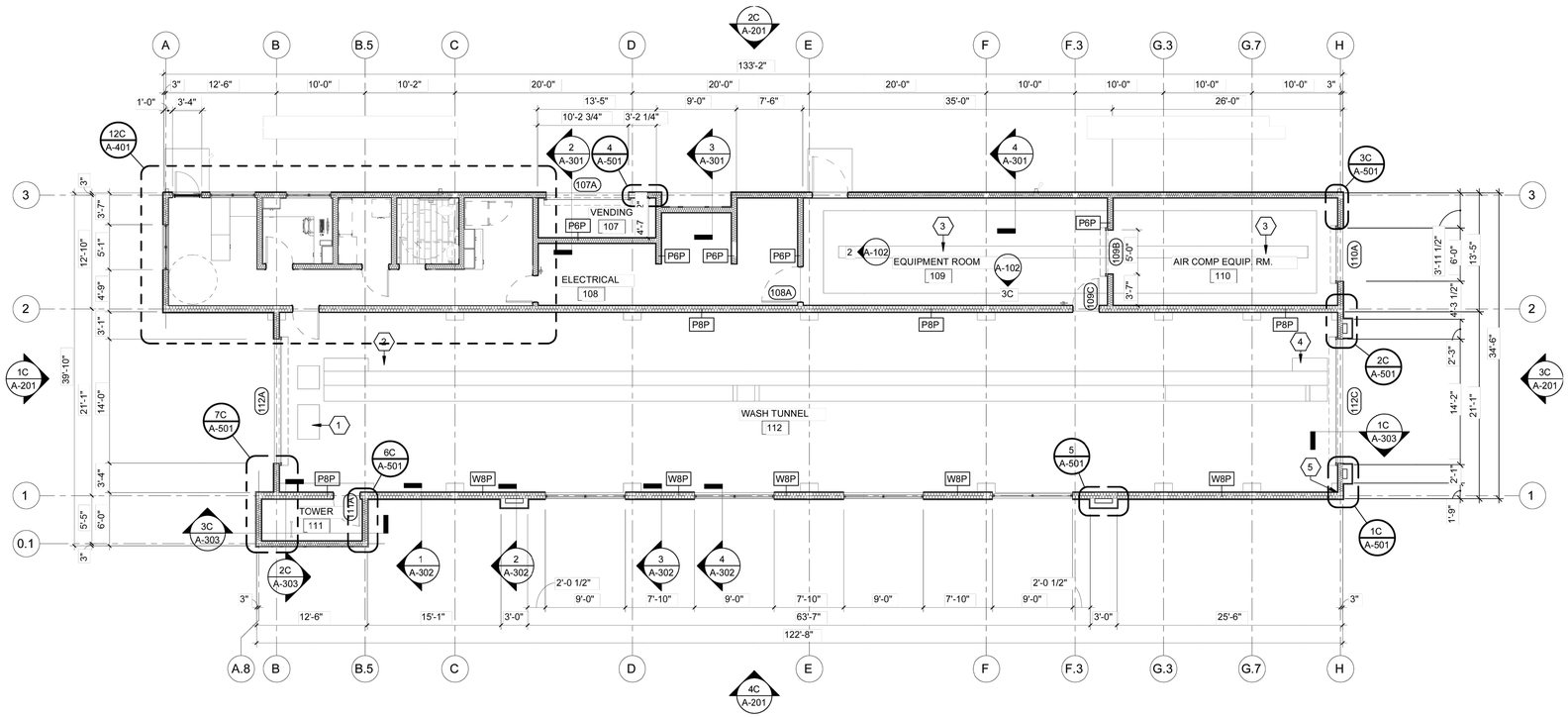
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

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096888060

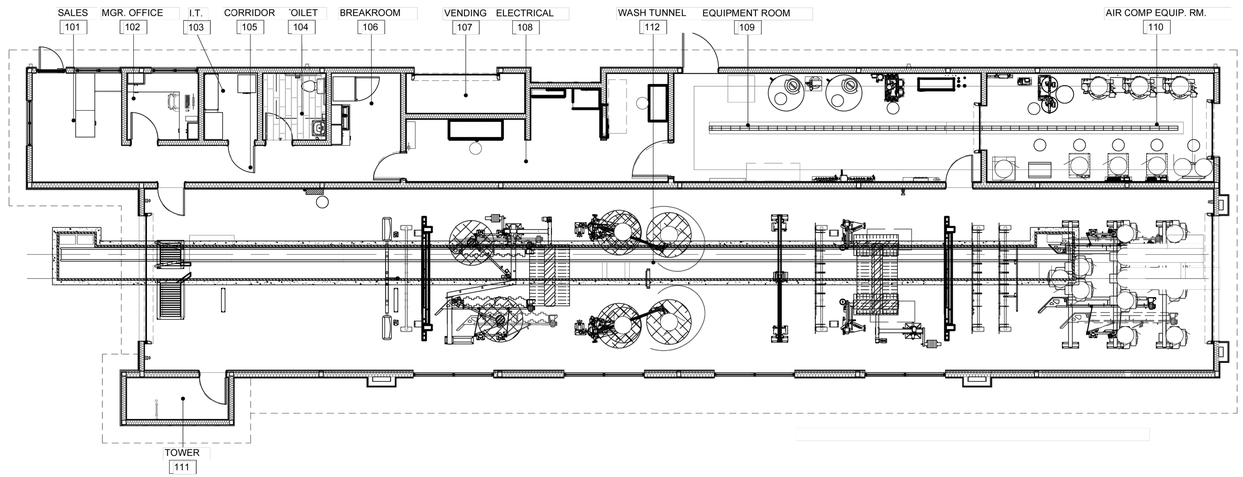
SHEET
08

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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 686, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME / 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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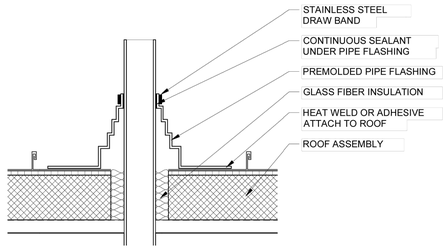
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
FLOOR PLAN

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PROJECT NO.
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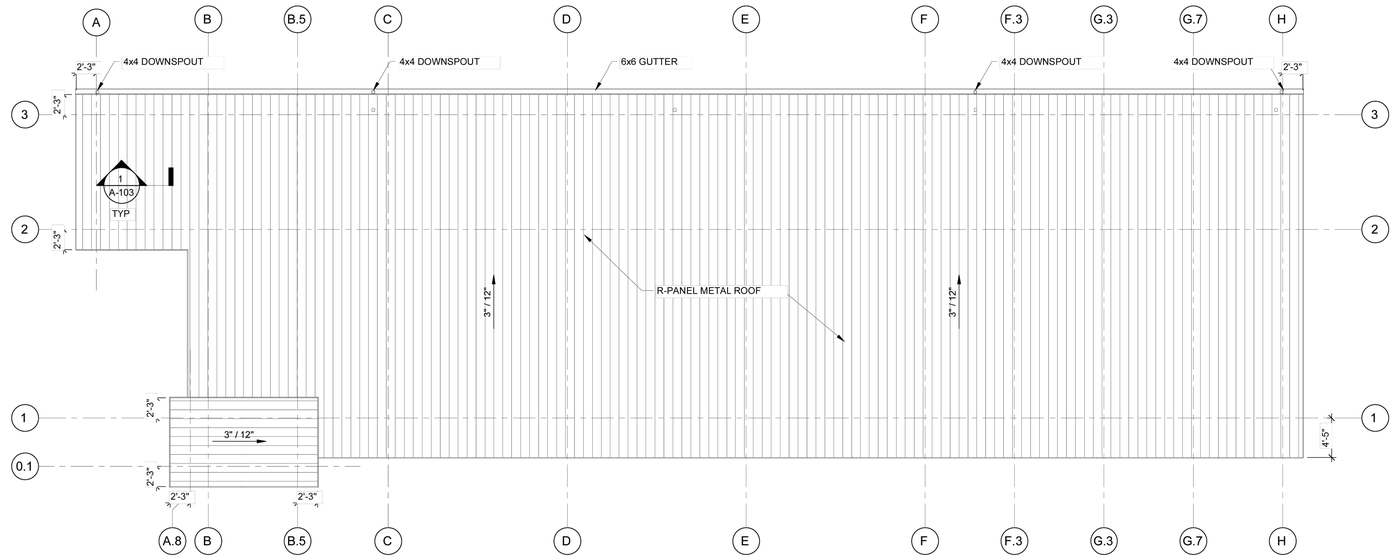
SHEET
09

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1 TYPICAL PENETRATION DETAIL

1 1/2" = 1'-0"



ROOF PLAN

1/8" = 1'-0"

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CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
ROOF PLAN

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PROJECT NO.
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SHEET
10

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NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
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CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

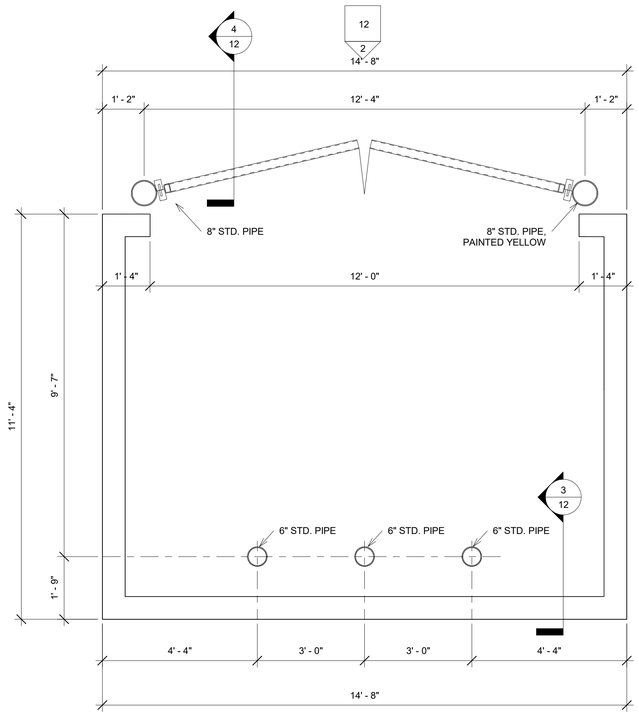
PRELIMINARY
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Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

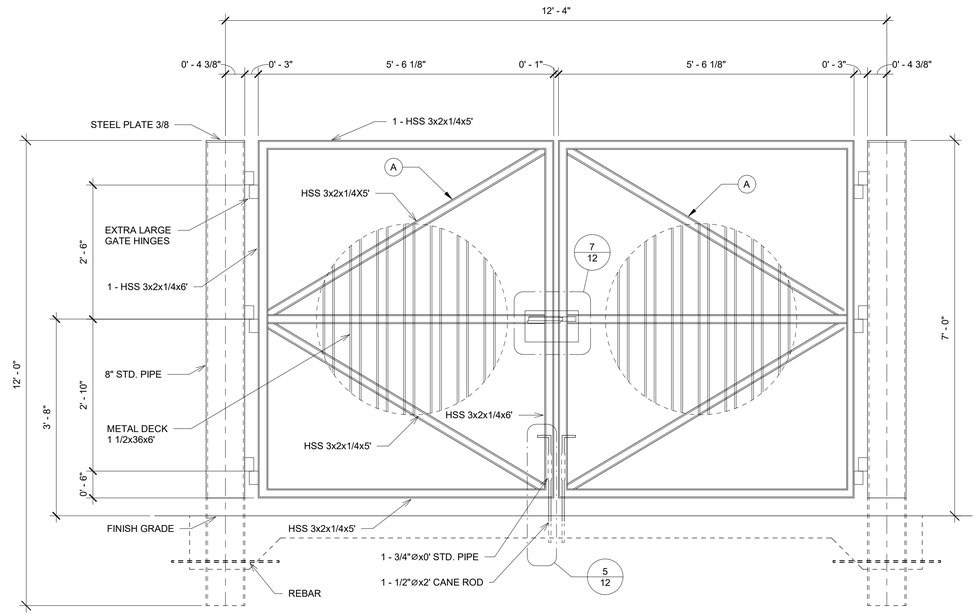
SHEET
11

K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_EL.dwg Lundberg, Andrew 8/29/2025 11:45 AM

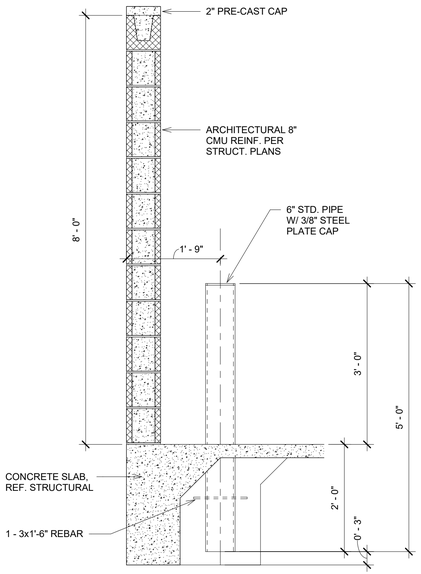
EXHIBIT C



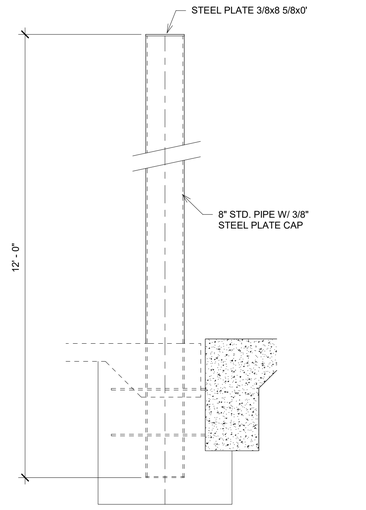
1 TRASH PLAN
1/2" = 1'-0"



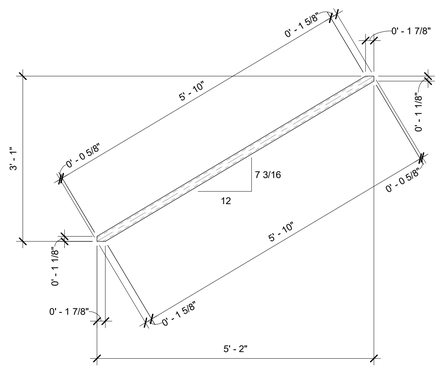
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



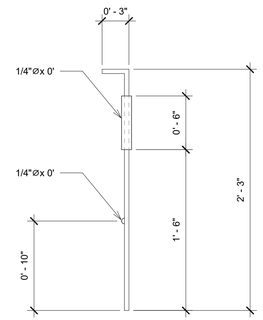
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



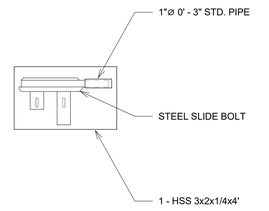
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

BUBBLE BATH

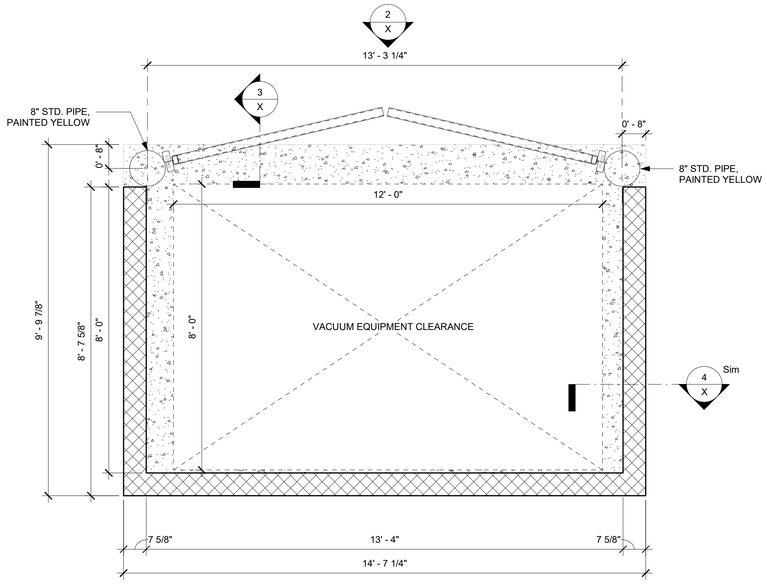
STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

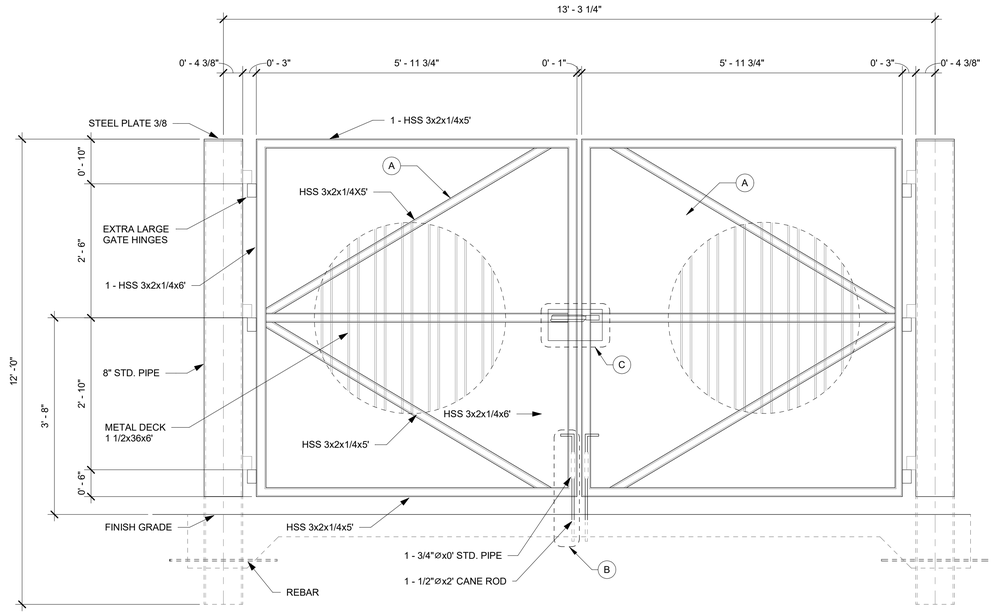
TRASH ENCLOSURE

12

EXHIBIT C



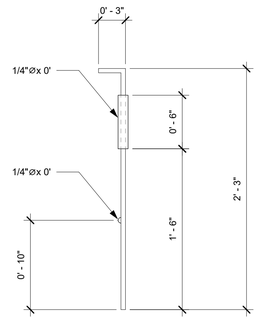
1 VACUUM ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"



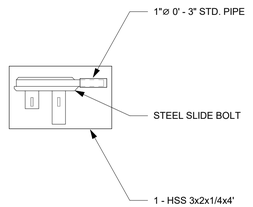
2 FRONT VIEW
SCALE: 3/4" = 1'-0"

3 VACUUM ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"

4 VACUUM ENCLOSURE SECTION 2
SCALE: 3/4" = 1'-0"



5 DETAIL B
SCALE: 1 1/2" = 1'-0"



6 DETAIL C
SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

BUBBLE BATH

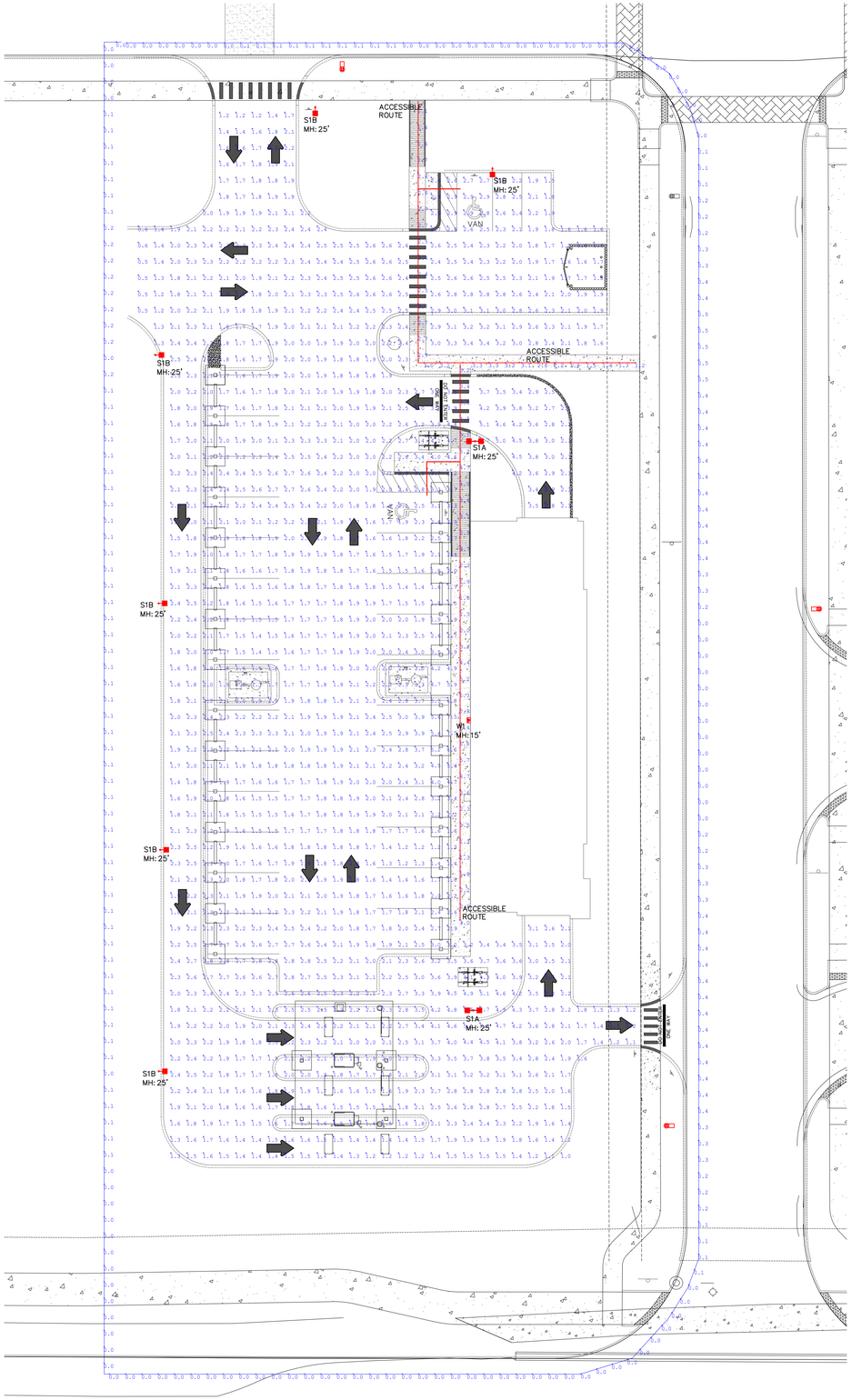
STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

VACUUM ENCLOSURE PLAN & DETAILS

13

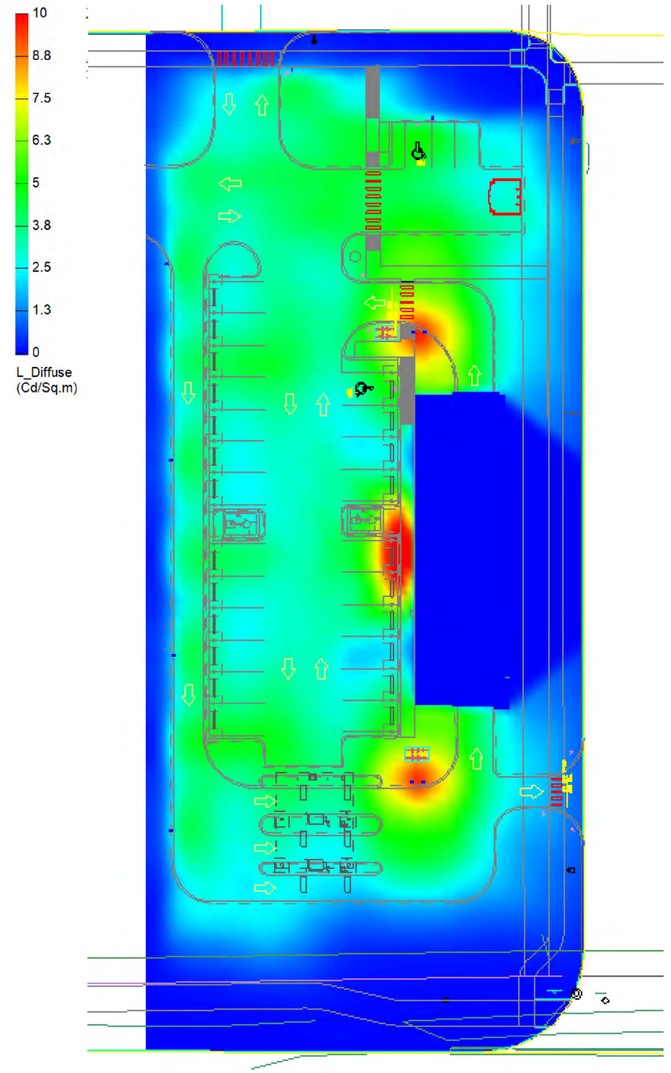
EXHIBIT C



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



CLI Design
Los Angeles , Miami & New York
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INC. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.

Job No.

Sheet No.
14

From: Emilie Baratta
To: Gubrud, Stephen
Subject: Re: Questions about Aurora Center for Health, Wealth, etc. :)
Date: Monday, October 13, 2025 4:25:53 PM
Attachments: image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image001.png
image002.png

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Hi Stephen,

How about this – it's so long, but this is so complex. People always think car washing is easy, but it's really not.

Dear Mayor/City Councilperson/To Whom It May Concern:

I'm writing to you as a constituent, but also as one of Aurora's small business owners. My business is in Ward I, but I am writing to all of Council on a matter of great importance to me, but also one of significant importance to Aurora vis a vis water use, land use, jobs and sales taxes.

For the last nine years I have owned and run a nifty little car wash in Denver, Gleam Car Wash, and two years ago I opened my second location in Aurora on E. Colfax between Chambers and Airport. I'm writing today as I am deeply concerned about a proposed conditional use approval for a national chain and direct competitor less than half a mile from my Aurora location; if "Bubble Bath" carwash is approved, it will possibly kill my nascent Aurora business and because of that bankrupt both of my locations. More importantly, it would be adding yet another poorly-operated national chain car wash that will use huge amounts of potable water, not create any jobs worth mentioning, and not pay sales taxes. **Of note: there would then be at least six car washes along a 2-mile stretch of E. Colfax. This is not a good use of 1.3-acres of land or water.**

First, a little bit about me, then about car washing, and then about this proposed – and unwise – new wash.

***A bit about me*:** I founded and developed Gleam Car Wash in Denver almost exactly nine years

ago. I am a small business owner; I raised the debt and the equity. The business is partially financed via an SBA 504. I developed Gleam as the greenest car wash in the country; additionally, 15-20% of our 40-person strong work force is neurodiverse. And, importantly, after a rough start, we've been a very successful little business, regularly giving back to the community and striving to do our part. In other words, I'm a strong operator with a community conscience.

Two years ago, I opened my second location along E. Colfax. I knew it would be hard, but honestly, I had no idea how difficult it would wind up being. Among other challenges, since I built it in the immediate aftermath of Covid, pricing was haywire. In a moment of perfect serendipity, I had to sell the rest of the land in order to keep the project going; because of all the outreach I had done during the development (see below), I knew a lot of folks at the City and they knew me. They had a chunk of change that they needed to spend or lose, and we closed the deal in record time. Now that land around Gleam is slated for 100+ units of affordable housing, spearheaded by Mercy Housing, and I wrote a letter to CHFA in support of the project.

However, Gleam-Aurora is struggling and not quite breaking even, even two years in. It's worth mentioning here again that I am a very strong operator, with a great track record, and I think my struggles speak to the reality that another tunnel wash at this location is not a needed or wanted by the market. Still, the business has had a positive impact in the neighborhood: we have created ten new jobs, all held by local residents, and in conversations with Aurora Water, it's my understanding that we use exponentially less potable water per vehicle than any other tunnel car wash. This is not because we don't use water; it's because we maintain our extensive water reclaim system. We are essentially a mini-water treatment plant. And after so much work, we are FINALLY getting close to succeeding!

So you can imagine I was quite distressed to discover, just this Thursday, and quite by accident – that a very muscular very well-capitalized firm, Quick Trip, has proposed a large, 1.3-acre tunnel car wash less than ½ mile from my new, existing, locally-owned 1.3-acre car wash. I don't mind admitting that I am panicked. I had thought, because it was a struggle to get through the conditional use approval process and because Aurora is very rightfully water-conscious, that it would be unlikely the City would approve more tunnel car washes in close proximity to each other. It's simply a poor use of land and water.

A bit about car washing: as an industry, it's changed dramatically. The transition from cash to credit attracted the attention of private equity firms, and the industry has exploded. I believe that in the last five years there have been approximately 50 new tunnel washes built in the greater Denver-Aurora metro, many of them built or acquired by PE firms. It has made it hard to compete, to say the least, but of course, that is a part of business.

Nonetheless, as a City, certain uses are conditional for a reason, and I believe it's in the City's best interest – if for no other reason that the fact that potable water is a scarce resource – to

judiciously limit approvals of new tunnel washes. I will repeat: if this wash is approved, that will make at least SIX washes along a 2-mile stretch of E. Colfax. And to my knowledge, NONE of the existing washes except mine have a well-maintained water reclaim system or maybe any system at all.

***A bit about this proposed chain car wash*:** the chains will argue that they also have water reclaim systems; however, they often put in small systems and then fail to maintain them. The maintenance is expensive, dirty work. The chains may also argue that they create quality jobs. I can tell you, given that I have had several of their former employees on staff, that of course this is not true. Working at a car wash is not glamorous, but it can be a means to a better future and not a dead end job.

I cannot emphasize enough that putting a 1.3-acre brand-new tunnel wash less than ½-mile from another 1.3-acre brand-new tunnel wash will
a) critically endanger an existing local business and
b) is utterly unnecessary and unwise from a water and land-use perspective.

We all know we need housing; we do not need another big, ugly car wash that will consume 50-100 gallons of potable water per vehicle (no matter what they say), create 2-3 unpleasant and poorly-paid jobs, and not add any sales tax.

Water math and housing: Aurora, as mentioned earlier, is rightfully water-conscious. Big chain car washes, no matter the verbiage, do not install or maintain significant water reclaim systems unless mandated by law, and there is no such mandate in Colorado. I have been in car washing ten years. I have heard it all. This means that – for the sake of argument – if "Bubble Bath" washes 150 cars a day (which is where we are, and this is not great) that's at a minimum 50 gallons of potable water per car. That equates to 7500 gallons of potable water per day, 52,500 gallons per week. That is more than three swimming pools. **Not to demonize car washing – properly done, it's more water efficient by far than washing in your driveway and a great way to protect a car and save water – however, improperly done, it's an insane waste of a limited resource.**

1. The goal is to wash >500 cars a day. That's 175,000 gallons of potable water a week.

My friends in affordable housing have reiterated that the tap fees in Aurora are so high that it reduces the viability of many more units. This is because of the cost of water – simple supply and demand, and very defensible. However, wouldn't more well-done housing benefit us all in the short and long term more than yet another chain car wash?

Design: I deliberately designed my car wash to fit into Colfax's awesome commercial history, and my iconic sign was the first (maybe only) to be approved (unanimously) by City Council on the grounds that it had a superior design (v. "hardship" which is the other way signs used to be granted variances). It's my understanding that the entire process is now different, precisely because I was hard headed enough to try to do something better.

If Bubble Time is permitted, my Gleam Car Wash site could become another vacant parcel blighting an already difficult stretch of Colfax. Appraisers routinely point to my Denver wash as the nicest building on 38th Avenue. They say the same about my second wash on E. Colfax.

Thank you for your time.

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

Through some serious ups and downs along E. Colfax my wife and I have successfully operated Academy Roofing on Jasper Street and I am writing today to urge you to vote NO to the proposed conditional use of a new tunnel car wash at the corner of Airport & E. Colfax.

Small businesses are the bedrock of any community; my wife and I have employed hundreds of individuals over the years, nurturing their passage into adulthood, and helping them become contributing citizens here in Aurora or wherever they land. Gleam Car Wash, run by Emilie Baratta, has a similar ethos. It is not easy.

A car wash is not like roofing or car rentals or most of the other businesses in this stretch of the woods. A car wash is a destination, and pulls from the local community, and our local community is struggling and – it's my understanding – barely able to support one tunnel wash. There is not room for two very similar car washes – in fact, by my count, if Bubble Bath goes in that makes four or five car washes (including the self serves) between Airport and I-225, a two-mile stretch. This doesn't make sense and promotes bad business practices that will have a negative impact on our neighborhood.

I don't want a failed business creating another vacant parcel and neither should anyone on Council. Instead, take existing vacant parcels – like the one QuickTrip wants to turn into an unnecessary car wash – and make it contribute to the fabric of our community.

You should all deny this conditional use permit, support local business, and look to better E. Colfax in more productive ways.

Thank you for your time,

Curt Boyd
Academy Roofing

Gubrud, Stephen

From: Jennifer Strotman <[redacted]>
Sent: Monday, October 20, 2025 9:22 AM
To: Sundberg, Steve
Cc: Gubrud, Stephen
Subject: Re: Station 60 Car Wash Project # 1800993

Follow Up Flag: Follow up
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The apartment complex promised a dog park, and promised Norfolk Glen access to it. They built a fenced 30x30 gravel pit and threaten anyone who walks in their "property" with trespassing charges. They don't even like us going to them with issues like dogs being loose or tired up on porches, trash, fireworks, etc. They also promised the access point to the High Line Canal at Norfolk St. Ugh. That's a whole separate matter.

Would the planning commission take into account the other car washes in the area? I highly doubt 3 are needed in less than 1 mile. Do you know when the public notice was posted? I never saw signage and I walk past the parcel daily. If the meeting has not happened yet, I'd like to voice my concern and also hear from the folks proposing this. As you know, that whole area is a disaster, and QuickTrip does literally zero management of their property. The street light at Norfolk & Colfax was hit by a car almost a year ago, still hasn't been replaced and the city & Xcel can't do anything about it because the property (lights included) are still under QuickTrip management. There have been multiple accidents at Norfolk & Colfax due to the lack of light, and poor line of sight due to all the construction. The footpad for the light is exposed, wires included, and again, no one can do anything about it. There's trash, weeds, etc all over that vacant lot.

On a separate note, is there any need for a community rep for the new shelter project? I work a lot with the shelter, and I'd like to volunteer if there's anything I can help with.

Thanks again for chatting with me!

On Oct 20, 2025, at 8:58 AM, Sundberg, Steve <Steve.Sundberg@auroragov.org> wrote:

Hi Jennifer,

Thank you for reaching out and sharing your thoughts. I appreciate your engagement and concern for how our community grows.

You're absolutely right that we will eventually need a fourth police district station, and current planning suggests it will likely be located a bit further northeast to best serve the expanding area. The first key factor, however, is staffing. In 2021—before I joined City Council—the department lost 126 officers, and the losses continued for a couple of years due to temporary and ineffective leadership. Fortunately, under our new permanent Police Chief, who has been on the job for just over a year, we're finally seeing solid gains. If this trend continues, we should reach full authorized staffing (748 officers) by the end of 2026. Ideally, we need around 808 officers to meet the national best-practice ratio of two officers per thousand residents. Currently, we have about 670.

As for the car wash project, I understand your concern. There are indeed a lot of them in certain areas. However, it's important to note that City Council doesn't decide which specific types of businesses locate where—that's largely determined by the free market. Our role is to ensure zoning and development meet code and community standards, but business competition and market demand ultimately drive what gets built.

A good example is Dutch Bros Coffee near Buckley and Iliff. There were already coffee options nearby, yet the market proved strong enough for another—now it's thriving. That's the nature of an open, competitive marketplace.

That said, I'm in communication with the Quick Trip representatives to better understand their plans and whether they truly see this as a viable addition. While it's not the role of Council to deny one business in hopes another type will come along, I do try to keep character and safety of each area in mind when we review proposals.

I do love dog parks and I think they are a great way to bring community together. This, however, is private land and they lively need a return on their investment. The new dog parks we are seeing, are coming from new neighborhoods and private development, such as Painted Prairie, Windler, Horizon Uptown, etc. Perhaps the apartment complex there could have built a small dog park, but maybe thought the eventual Highline Canal access would take care of the recreational component. Dog parks do come with

solid resistance at times from neighbors who think the noise levels might be too disturbing.

As someone who's been a small business owner for decades, I have a real heart for the "little guy" and understand how competition can feel daunting. I'll continue to advocate for thoughtful, balanced growth and open communication as our city continues to expand.

Thank you again for sharing your perspective—it truly helps inform the conversation.

Warm regards,

Steve Sundberg

Aurora City Council – Ward II | Mayor Pro Tem

Office 303.739.7015
Cell 303.525.6659

From: Jennifer Strotman <s[redacted]>
Sent: Sunday, October 19, 2025 9:44:43 AM
To: Sundberg, Steve <Steve.Sundberg@auroragov.org>
Cc: Gubrud, Stephen <sgubrud@auroragov.org>
Subject: Station 60 Car Wash Project # 1800993

Hello Steve,

I was recently looking around on the planning site and came across the proposed project 1800993 for yet another car wash in my immediate community.

There are already two car washes in this area; one at Colfax & Airport, and another at Laredo & Colfax. This proposed car wash would be the third in 1 mile, which is a bit ridiculous. Neither of the two car washes are ever busy, and a third would be a drain on those two businesses, and the water demand would also increase.

Ideally, I'd LOVE to see a Police Station, dog park, or even a coffee shop in this location. The last thing our community needs is another car wash. I have talked with a few other neighbors and they feel the same way, and they all would love a Police Station, as we don't have one near us and we are in desperate need of some police presence in our growing area.

Let me know what we can do to get something useful in our community at this location.

Best,
Jennifer Strotman
[redacted]

Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

I am writing this letter of support on behalf of my constituent Emilie Barrata, a local small business owner of Gleam Car Wash. Gleam Car Wash is an innovative and first in the nation sustainable car wash. Ms. Burrata owns two car wash locations in Denver and Aurora, employing 40 individuals. With a state of the art water reclaim system, Ms. Burrata's car washes are able to use less than 15 gallons of water per car wash, and reclaim 100% of the water utilized. Her commitment to sustainability and local job creation makes Gleam Car Wash a valuable asset to our community and a model for environmentally responsible business practices.

I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

Friday, October 31, 2025

Via Electronic Mail: jbatchel@auroragov.org

City Manager, Jason Batchelor

15151 E Alameda Parkway, Aurora CO 80012

CITY OF AURORA – APPEAL OF CONDITIONAL USE APPROVAL

Project No. 1800993 – "Bubble Bath Car Wash / Station 60"

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

Dear Mr. Batchelor:

This letter constitutes an appeal of the Commission's acceptance of the Application for Project No. 1800993, QuikTrip's Conditional Use for its "Bubble Bath" conveyor car wash and is timely pursuant to section 146-5.3.13 of the Aurora Unified development Ordinance (the "Code").

In contrast to the Planning Commission's finding, you will see that the applicant did not, in fact, meet all applicable review criteria and therefore the Commission erred in accepting the Application. The following narrative discusses the violation of multiple Code sections and details significant inconsistencies with the City of Aurora's Comprehensive Plan. In short, we respectfully request that the City Council reconsider and reject the Application.

1. Introduction and Standing

Pursuant to Aurora Municipal Code (AMC) §146-5.3.11, this memorandum constitutes a formal appeal of the Planning and Zoning Commission's approval of the Conditional Use application for the proposed "Bubble Bath Car Wash / Station 60," Project No. 1800993. As the owner and operator of Gleam Car Wash, an adjacent small business, I am an affected party with standing to appeal this decision. The proposed use will have significant adverse impacts on the surrounding neighborhood and the long-term economic, design, and environmental integrity of East Colfax.

See SUPPLEMENTAL ARGUMENTS (BELOW, starting page 3) REGARDING STANDING TO APPEAL

2. Grounds for Appeal

A. Procedural Error – UDO 146-5.3.1 (First Review Neighborhood Meeting)

The Planning Director erred in determining that a First Review Neighborhood Meeting was not required. The proposed change in use from standard retail/fuel to a conveyor car wash introduces new and unanticipated impacts—traffic intensity, noise, and substantial water demand—requiring neighborhood input under UDO 146-5.3.1(A) and (C)(3). In fact, neighbors who walk past the parcel every day stated in letters to City Council that they were unaware and not notified of the posting.

B. Potential Violation – UDO Section 146-5.3.9 (C)(D)

The Applicant has multiple violations of several sections of the abovementioned code, including failure to maintain public improvements for which it is contractually responsible (such as a streetlight on Norfolk) which together constitute an ongoing failure to comply with relevant ordinances and obligations. Additionally, the Applicant is *not* in compliance with multiple representations made at multiple public hearings and meetings relevant to the Station 60 Redevelopment.

C. Non-Compliance with Conditional Use Standards – UDO 146-5.4.3(B)(2)(C)

The use does not satisfy the mandatory finding that a conditional use must be 'compatible with the surrounding neighborhood and consistent with the Comprehensive Plan.' Six car washes already exist on Colfax, 3 within walking distance (under ½ mile). The proposed facility adds redundancy, conflicts with Aurora Places' intent to diversify land uses along Colfax, and fails to meet design and performance expectations.

D. Design Non-Conformance – Lack of Four-Sided Architecture - Chapter 146 Design Standards

Chapter 146 Design Standards require 'four-sided architecture' and articulation of facades visible from side roads and other developments. The tunnel exit (north) elevation facing new residential units is unarticulated, it is a flat stucco wall with no material change, and has control joints as design. The west elevation (Rear) is flat and unbalanced with the east elevation, lacks windows, articulation and any design. The drive aisle and queue lane visible from Colfax is not properly screened and the reference that landscaping will acceptably screen this area is insufficient and misapplied. This orientation was not allowed when I planned my development; consequently all four sides of my car wash had to conform to these standards. Why would this same standard not be applied to Bubble Bath QuikTrip? The 40-foot tower element is disproportionate and inconsistent with the surrounding area, the tower's massing is unbalanced and unattractive, 10' base, 13' roof (mid), 17' of tower, both the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. The tunnel exit points cars directly at the newly-constructed multifamily development just north of the site and will create large amounts of noise directed at residents.

E. The Use is Inconsistent with the Comprehensive Plan ("Aurora Places")

The proposed QuikTrip Bubble Bath Car Wash conflicts with multiple policies and core principles of the Aurora Places Comprehensive Plan. Specifically, it undermines the Plan's vision for "A Strong Economy," "A Thriving Environment," and "Complete Neighborhoods," each of which establishes that future development along major corridors—particularly East Colfax—should promote economic diversity, urban design quality, and long-term environmental stewardship.

1. Conflict with Economic and Land Use Policy

Aurora Places calls for redevelopment that creates "a greater variety of neighborhood experiences to attract employers and support new, higher-paid jobs." (Ch. 2, p. 6). The proposed car wash does the opposite: it adds a redundant, low-wage, and low-tax-generating use to an already saturated corridor, displacing opportunities for small-scale commercial or mixed-use developments that could generate sustained sales tax revenue and employment diversity.

The Plan explicitly cautions that Aurora's long-term fiscal health depends on supporting land uses that strengthen the City's tax base. Car washes are service uses that do not contribute sales tax revenue, yet they consume significant infrastructure resources—including water, wastewater, and road capacity. The result is fiscally inefficient land use, directly contrary to Aurora Places fiscal health principles (Ch. 2, p. 14).

2. Conflict with Environmental Stewardship Goals

Aurora Places emphasizes careful stewardship of natural resources, calling for "integration of water and land use planning" to conserve resources and enhance the reliability of water infrastructure (Ch. 2, p. 13). The Bubble Bath facility's reverse osmosis (RO) system rejects approximately 400 gallons of water for every 200 gallons of product water, discharging thousands of gallons of potable water daily into the sanitary system. This wasteful process fails to meet the intent of Aurora's water conservation policies and the Plan's directive for sustainability-oriented development.

3. Incompatibility with Community Design and Neighborhood Vitality

The Comprehensive Plan promotes "complete neighborhoods"—defined as places that are walkable, visually appealing, and contextually integrated. The proposed car wash reinforces an auto-oriented, transient "travel center" character rather than contributing to a vibrant, mixed-use corridor. Its design—blank walls, oversized tower, exposed vacuum producers, and large illuminated signage—conflicts with Aurora Places' call for "distinctive, high-quality design that enhances the character of corridors and centers." (Ch. 5, p. 30).

4. Conclusion

In sum, the QuikTrip Bubble Bath car wash is inconsistent with the Comprehensive Plan's economic, environmental, and design goals. It represents a short-term, low-value development pattern that perpetuates the very conditions Aurora Places seeks to change along Colfax. Approving this use undermines both the City's fiscal resilience and its commitment to sustainable growth, and therefore the conditional use must be denied as inconsistent with the Comprehensive Plan under UDO §146-5.4.3(B)(2)(C).

3. Findings of Fact and Supporting Evidence

A. Oversaturation and Market Impact

The International Carwash Association recommends spacing new conveyor washes 2–3 miles apart. The proposed site sits less than ½ mile from an existing conveyor wash and within a corridor already containing six car washes. Allowing another identical use undermines small, locally owned operators and contradicts the intent of the 'conditional' review process—to evaluate whether a use is appropriate in a specific location at this time.

B. Water Efficiency and Reclaim Misrepresentation

Aurora Water requires that car washes reclaim at least 75% of their tunnel water. The issue is not whether reclaim equipment exists, but how water is actually deployed. The Bubble Bath design includes a reclaim system with no sand filtration. While the tunnel recirculation technically meets the 75% figure, the facility's 500-gallon reverse osmosis (RO) system generates significant reject water—approximately 400 gallons of waste for every 200 gallons of spot-free product water given Aurora's incoming hardness of 11–14 grains. This reject stream is discharged to the sanitary system and not reused, substantially reducing actual site-wide water efficiency below the 75% reclaim threshold and contradicting the intent of Aurora's conservation goals.

C. Economic and Community Impacts

National chains like QuikTrip and Cobblestone employ pricing strategies that local operators cannot match, offering months of free washes followed by months of discounted memberships to capture market share. Such practices amount to predatory pricing, erode neighborhood economic diversity, and risk creating future vacancies and blight if local small businesses close. Predatory pricing contradicts the Comprehensive Plan's emphasis on promoting entrepreneurship; yet during its testimony in the Planning Commission hearing QuikTrip mentioned that they routinely engage in predatory pricing relative to their car washing services.

One generic example of predatory pricing: if I owned a sports bar and a new sports bar opens up ½ mile away, that is ok. But if this new sports bar gave away drinks and food for free for 3 months, then offered $1 shots, $.50 beers and half off food for another six months my sports bar would fail.

QuikTrip's institutionalized example of predatory pricing: "qtrewards" whereby they reward customers of their core services (convenience store and fueling station) with discounted car washing services.

4. Conclusion and Requested Action

For the reasons stated above—procedural errors, noncompliance with conditional use standards, design deficiencies, and failure to achieve true water efficiency—the Planning Commission's approval of Project 1800993 should be reversed under UDO 146-5.3.11 (B) In the alternative, the City Council should remand the matter to the Planning and Zoning Commission for further review, requiring:

- A properly noticed First Review Neighborhood Meeting,
- A full water-use analysis including RO reject volume, and
- Revised site elevations compliant with Aurora's four-sided architectural standards.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner, ebaratta@gleamcarwash.com, 720-346-4113

SUPPLEMENTAL ARGUMENT – INTERPRETATION OF "ADJACENT"

Filed in support of: Appeal of Conditional Use Approval – Project No. 1800993 ("Bubble Bath Car Wash / Station 60")

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

1. Introduction

The term "adjacent" as used in Aurora's Municipal Code and in planning practice should not be narrowly interpreted to require that two properties share a common boundary line. In land use and statutory interpretation, "adjacent" commonly means nearby, neighboring, or in close proximity—not necessarily contiguous. This interpretation is consistent with both dictionary definitions and legal precedent across Colorado.

2. Common Dictionary Definitions

- Merriam-Webster defines "adjacent" as "not distant: nearby."
- Black's Law Dictionary (11th ed.) defines "adjacent" as "lying near or close to; neighboring but not necessarily touching."
- The Oxford English Dictionary defines "adjacent" as "next to or very near; adjoining or contiguous."

Each of these authorities recognizes proximity—not physical contact—as the operative principle.

3. Colorado and Planning Usage

In Colorado, both courts and local governments interpret "adjacent" broadly when it appears in land use, zoning, and notice provisions. Similar municipal provisions require notice to "owners of property adjacent to or within a certain distance of the property affected." This distinction demonstrates that the term "adjacent" refers to nearby properties that could be affected, not just those with common boundaries.

The Colorado Court of Appeals has likewise found that proximity and the potential for impact—rather than shared property lines—determine whether a property owner has standing to appeal a land use decision.

Moreover, the City of Aurora's own notification practices support this interpretation: public hearing notices regularly include property owners within 1,000 feet of a proposed development as "adjacent" or "affected." Since the site at issue is a greenfield site, it's reasonable to extend the 1,000 feet to include impacted residents and businesses, all of which are located further away from the site than they would be in a mature, fully developed neighborhood or shopping district.

4. Policy Considerations

A narrow interpretation of "adjacent" as requiring physical contact would contradict the purpose of Aurora's public notice and appeal provisions, which ensure that individuals and businesses directly affected by a proposed use have an opportunity to be heard. Gleam Car Wash is located within the immediate vicinity of the proposed Bubble Bath Car Wash and is directly impacted by its operations—sharing the same traffic corridor, customer base, and water and wastewater infrastructure.

Even without a common property line, Gleam Car Wash is functionally adjacent under any reasonable interpretation of the term.

5. Impossible Condition

In addition to the four previous arguments, this unique fact pattern also supports the Impossible Condition argument, the premise of which is to provide legal direction when present circumstances are not anticipated by existing law or code. Because this property is a greenfield, and the only property owner who shares a property line is the Applicant, QuikTrip, and that applicant is not going to appeal the Planning Commission's vote, the City must be forced to keep to the spirit of the law and allow concerned and impacted nearby property owners to appeal the Commission's procedurally flawed action.

6. Conclusion

The term "adjacent" should be interpreted to include properties that are nearby, within the area of direct influence, or subject to the impacts of a proposed conditional use. To hold otherwise would defeat the purpose of public notice, limit legitimate participation, and conflict with both plain-language and planning-based interpretations recognized in Colorado and in the Aurora Municipal Code.

Accordingly, for purposes of standing and participation in this appeal, Gleam Car Wash qualifies as an adjacent business within the meaning and intent of Aurora Municipal Code §146-5.3.11.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner

ebaratta@gleamcarwash.com

720-346-4113

October 27, 2025

Aurora City Council
Aurora Water Engineering Division
City of Aurora, Colorado

Subject: Water Use and Reclamation Efficiency at the Proposed Bubble Bath Car Wash

Dear Council Members and Aurora Water Staff,

I am writing to provide additional technical perspective regarding the proposed "Bubble Bath" car wash associated with the QuikTrip Station 60 development. While Aurora Water appropriately requires that conveyor car washes reclaim at least 75% of their water use, this standard is frequently misunderstood in practice. The issue is not whether reclaim systems exist, but how effectively reclaimed water is deployed and how total site water efficiency is measured.

All modern conveyor car washes—including Bubble Bath—capture nearly 100% of tunnel runoff through reclaim pits. The question is how much of that water is truly reused in the wash process, and how efficiently it is managed relative to fresh water inputs and reverse osmosis (RO) waste.

The proposed Bubble Bath car wash design includes a relatively small reclaim system rated at approximately 100–120 gallons per minute (GPM) and notably lacks sand filtration. The system uses two to three high-pressure pumps, each capable of pumping up to 35 GPM, which means it will operate at or near maximum hydraulic capacity. Although reclaim water can be reused for brush lubrication and certain low-pressure wash functions, overall performance depends on operator settings, water chemistry, and equipment calibration.

When car washes report using "14–17 gallons per car," that figure generally reflects freshwater use only, measured during "gate time" — the active period that chemical and rinse applications are applied to each vehicle. In modern systems, chemical distribution panels control this flow. Each panel typically serves multiple applicators, using between 5–10 GPM per board, with most new tunnels using two such panels. Similarly, rinse bars range from single-hole configurations (2–4 GPM) to double-hole versions (4–7 GPM), further affecting total water use.

Even when a reclaim system performs optimally, the "75% reuse" calculation is often limited to tunnel recirculation. For example, a wash may use approximately:
- 14 gallons of fresh water for chemical dilution,
- 6 gallons of fresh water for rinsing, and

- 105 gallons of recycled reclaim water.

On paper, that equates to roughly 80% reclaimed use, satisfying code requirements. However, this figure does not account for one of the most water-intensive components of the operation — the reverse osmosis (RO) system used for spot-free rinse.

The Bubble Bath car wash design includes a 500-gallon RO unit intended to produce low-mineral "spot-free" water. Given Aurora's incoming water hardness of 11–14 grains, this system will generate approximately 400 gallons of reject (waste) water for every 200 gallons of usable RO product water. This reject stream, containing all the dissolved solids removed from the feed, is not reclaimed or reused, but discharged to the sanitary system.

When RO reject is included in the total site water balance, the effective recovery rate drops well below 75%. The result is a facility that appears compliant by design but in practice consumes substantially more potable water than its reported efficiency suggests.

As Aurora continues to strengthen its water conservation policies, it is important that new developments—particularly high-volume water users like car washes—be evaluated based on true total-site water efficiency, not just theoretical reclaim performance. In this instance, the design and configuration of the proposed Bubble Bath Car Wash raise serious concerns regarding actual water use, operational sustainability, and long-term compliance with the spirit of Aurora's water management goals.

Thank you for your attention to this matter and for your ongoing commitment to responsible water stewardship. I would welcome the opportunity to discuss these findings further with Aurora Water staff or any interested Council member.

Respectfully submitted,

Elijah Williams

Monday, November 17, 2025 at 9:51:24 AM Mountain Standard Time

Subject: RE: Formal Appeal with Standing Re Project No. 1800993, QuikTrip's Bubble Bath Car Wash
Date: Tuesday, November 4, 2025 at 4:28:42 PM Mountain Standard Time
From: Batchelor, Jason
To: Emilie Baratta
CC: Schulte, Peter, Wade, Natasha, McClelland, Lena, Bajorek, Jack, Rustad, Jeannine, Gubrud, Stephen
Attachments: image004.png, image005.png, image006.png, image007.png, image008.png, image009.png

Dear Ms. Baratta,

Thank you for submitting your appeal on Site Plan and Condition Use, DA-2274-07. Per UDO Section 146-5.3.13.A.1 a direct appeal may only be entertained if the appellant is either:

a.) An affected applicant/agent of the subject Development Application; or
b.) The owner of a property that is adjacent to the property that was the subject of the application.

UDO Section 146-6.2.A defines an adjacent property as: "Adjacent. Lots, parcels, or rights-of-way are adjacent to each other when that share all or part of a common lot line or are separated from each other only by a public street, water body, or public land."

As shown on the map below, your property does not qualify as "adjacent" under the code, and therefore your appeal is not valid.



Regarding your question on City Council call-up, pursuant to UDO 146-5.3.1 any member of City Council can call up the CUP for consideration via a motion. If the motion passes, the application shall be brought before the City Council as soon as possible. It can only be called up prior to the effective date of the decision. For this decision, the deadline for call up is November 17.

We thank you for your interest in this matter. Please feel free to reach out to our Planning Director, Jeannine Rustad (jrustad@auroragov.org, 303.739.7260) with any questions.

Respectfully,

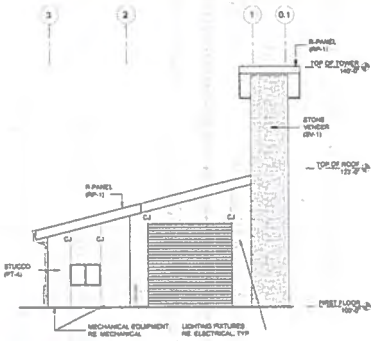
Jason Batchelor
City Manager | City of Aurora
office 303.739.7010

THE CORE 4! Integrity · Customer Service Respect · Professionalism

From: Emilie Baratta <ebaratta@gleamcarwash.com>
Sent: Monday, November 3, 2025 3:43 PM
To: Batchelor, Jason <jbatchel@auroragov.org>
Cc: Schulte, Peter <pschulte@auroragov.org>; Wade, Natasha <nwade@auroragov.org>; McClelland, Lena <LMcClell@auroragov.org>; Bajorek, Jack <jbajorek@auroragov.org>; Rustad, Jeannine <jrustad@auroragov.org>; Gubrud, Stephen <sgubrud@auroragov.org>

Design non-conformance since 2nd submission

MATERIAL LEGEND



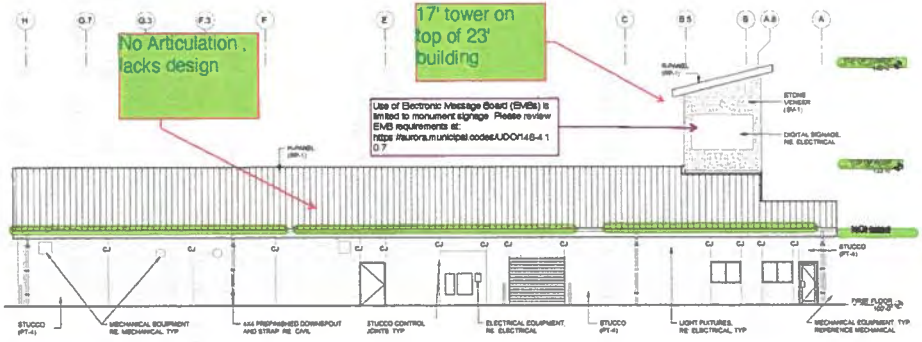
ENTRANCE ELEVATION

South - Front

No Articulation , lacks design

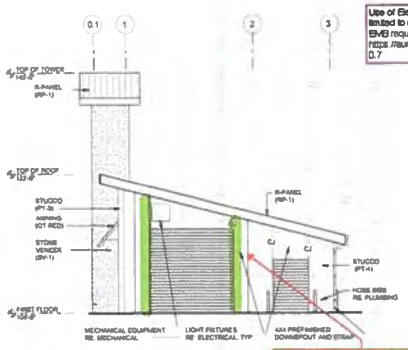
17' tower on top of 23' building

Use of Electronic Message Board (EMBs) is limited to monument signage. Please review EMB requirements at: https://aurora.municipal.codes/UDO/14B-4.1 0.7



REAR ELEVATION

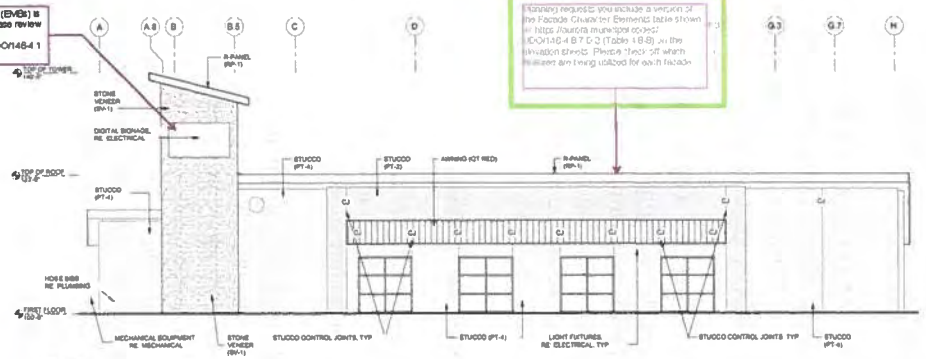
East



EXIT ELEVATION

North Rear

Generic articulation. No change in material or color



FRONT ELEVATION

West

NO.	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJC
DATE: 06/03/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn

PROJECT NO.
096588060

SHEET
08

K:\DDS_Civil\096588060_BubbleBath - Aurora (81405)\C400\PlanSheets\Site Plan\096588060_SP_EL.dwg Lundberg, Andrew 6/25/2025 11:44 AM

Second Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Open Space and Landscaping Requirements.
- Implementation of Horizontal Articulation on Building Elevations.
- Resolution of Sight Triangle Issues.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. One external referral comment was received from Xcel Energy. You can find the comment letter attached following the city review comments.

2. General Planning Comments

Cover Sheet

2A. As a reminder, an operations plan for this location will be required to better understand daily site operations. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

3. Streets and Pedestrian Comments

3A. Applicant has indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify for this unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We will be glad to show you some other recent car wash examples with this space included.

3B. Please include a sidewalk section for Colfax Avenue along the length of the lot frontage.

4. Parking Comments

4A. All previous comments have been addressed, no further comments at this time.

5. Architecture and Urban Design Comments

5A. Repeat comment: UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. Please provide a color/material board (hard copy or electronic) for this development as well.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

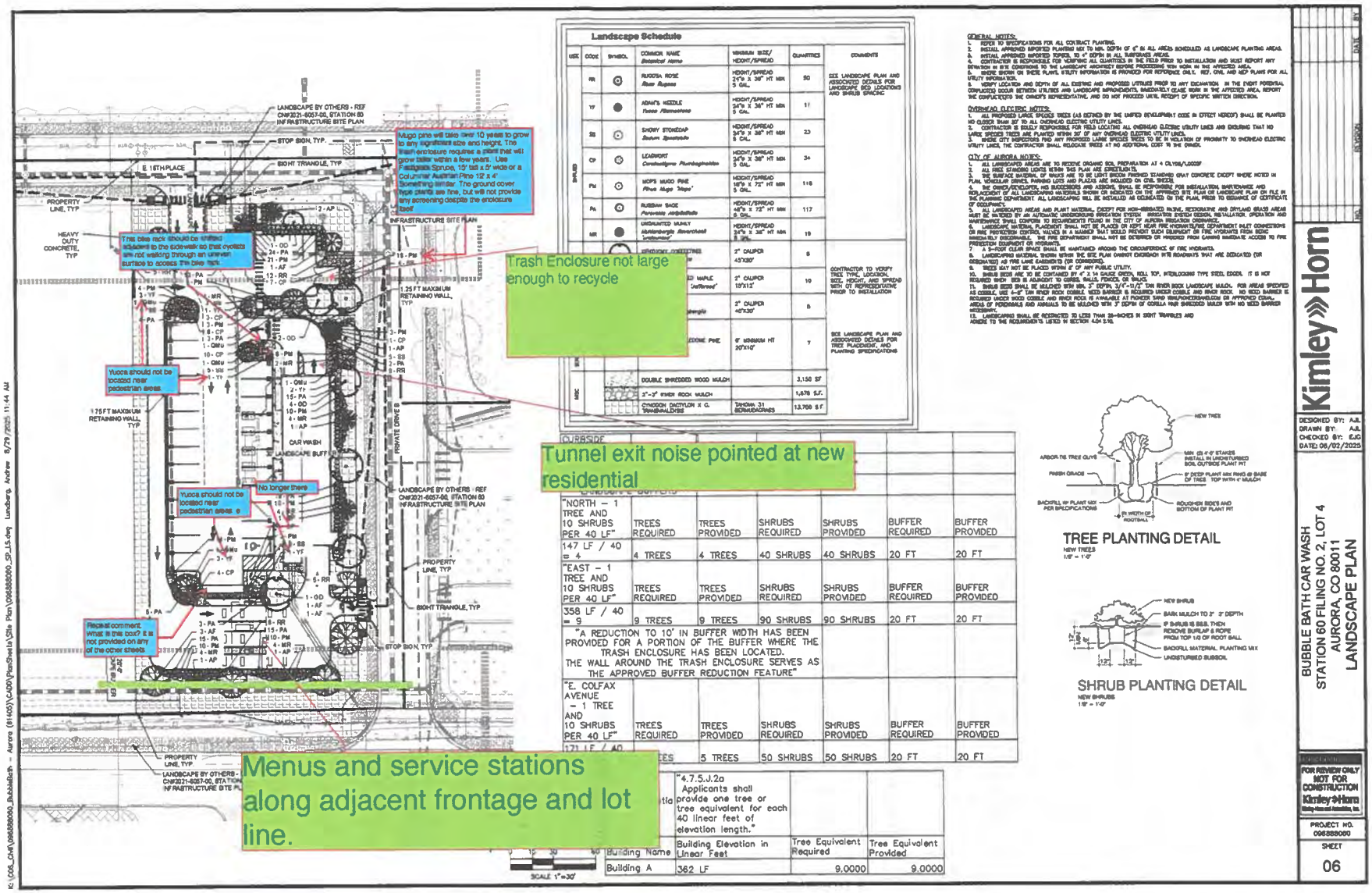
Sheet 7

6A. It looks like a change occurred with the base file. Adjust landscaping accordingly.

6B. Text mask this text.

6C. Provide the correct building perimeter landscape table. The previous submission provided a table that was for a residential use. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative. It appears this requirement is being met, but just needs to be documented.

6D. Add a legend to this sheet that identifies the symbols being used for the plant material i.e. shrub, evergreen



Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / Botanical Name	MINIMUM SIZE / HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR	⊙	RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"H x 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF	●	ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"H x 36" HT MIN 5 GAL.	11	
	SS	⊙	SNOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"H x 36" HT MIN 5 GAL.	23	
	CP	⊙	LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"H x 36" HT MIN 5 GAL.	34	
	PM	⊙	MOP'S MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"H x 72" HT MIN 5 GAL.	118	
	PA	⊙	RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"H x 72" HT MIN 5 GAL.	117	
	MR	●	UNSHUNTED MUHLY *Muhlenbergia Reverchonii 'Lacounsea'*	HEIGHT/SPREAD 24"H x 36" HT MIN 5 GAL.	19	
TREES			[illegible]	2" CALIPER 45"X20"	6	
			[illegible] MAPLE *'JeffRed'*	2" CALIPER 15'X12'	10	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH CITY REPRESENTATIVE PRIOR TO INSTALLATION
			[illegible]	2" CALIPER 40'X30'	5	
			[illegible] CONE PINE	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"-3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS *TIFWAY/BAUTIFUL*	TAHOMA 31 SOD/SEEDS/PLUGS	13,700 S.F	

GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICTS OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CY/1000 S.F.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE DIRECTION-FIX.
3. THE SURFACE MATERIAL OF SWALES ARE TO BE LIGHT SMOOTH FINISHED STAINED GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, DECORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS/FDC DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN OVERHOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 6' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGING. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"-1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4-6" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER ROCK COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND 1844/PIONEERSANDCO.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER UNDERNEATH.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 36-INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.

TREE PLANTING DETAIL
NEW TREES
1/8" = 1'-0"

SHRUB PLANTING DETAIL
NEW SHRUBS
1/8" = 1'-0"

"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 [illegible]	[illegible]	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJC
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn

PROJECT NO. 096888060
SHEET 06

4.6.7. DRIVE-THROUGH STACKING AREAS.

The following standards apply to properties with a drive-through facility:

A. *Number of Required Stacking Spaces.* Vehicle stacking spaces shall be provided in accordance with Table 4.6-7, below. Required stacking distances shall be measured from the flow line to the first parking stall or aisle. The required stacking distance for the site may be distributed between accesses serving the site, when a minimum stacking distance of 20 feet is provided at all access points.

Table 4.6-7
Required Drive-Through Stacking Spaces

Drive-Through Activity	Minimum Required Stacking Spaces (per lane)	Measured from Flow Line To
Bank, Financial Institution, or Automated Teller Machine (ATM)	3	Teller window
Restaurant	7, of which at least 4 must be located before the ordering station	Pick-up window
Motor Vehicle Wash (Full Service)	3	Outside of washing bay
Motor Vehicle Wash (Self Service or Automated)	1	Outside of washing bay
Other	Determined by the Planning Director based on anticipated demand	

B. *Size and Location.*

1. Vehicle stacking spaces shall be a minimum of 8.5 feet in width and 19 feet in length.

2. Required vehicle stacking spaces shall not interfere with access to parking spaces. They may be located anywhere on the site provided that multi-modal traffic impacts on- and off-site are minimized and the location does not create negative impacts on adjacent properties due to noise, light, or other factors.

3. Electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall not be audible beyond the property line with any adjacent Residential district.

4. Customers in vehicles shall only be served through service windows or order stations located on the rear of the building or on a side of the building not adjacent to a street frontage.

5. In the MU-TOD Edge subdistrict and the MU-OA-G subdistrict, no drive-through lane or vehicle stacking area may extend between the front of the building and the front lot line.

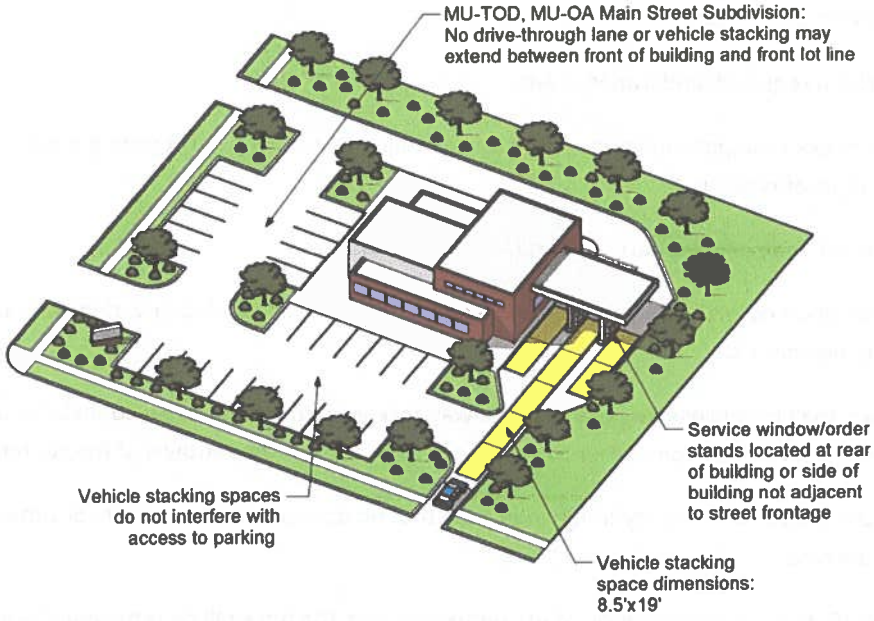


Figure 4.6-5: Drive-Through Stacking Areas

6. Drive-up or drive-through accessory facilities shall be designed to meet all applicable standards in Sections 146-3.3.6.E (Drive-Up or Drive-Through Facility) and 146-4.4 (Neighborhood Protection Standards). (Ord. No. 2019-49 § 1, 08-19-2019)

The Aurora Unified Development Ordinance is current through Ordinance 2025-68, passed August 25, 2025.

Disclaimer: The city clerk's office has the official version of the Aurora Unified Development Ordinance. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.auroragov.org

Hosted by General Code.

d. In a driveway, sidewalk, or other pedestrian circulation area;

e. Within five feet of any fire hydrant;

f. Within any fire lane;

g. Within required landscaped areas;

h. In whole or in part upon any portion of a public-right-of-way or projecting onto or over any part of a public right-of-way; or

i. On an undeveloped parcel of land.

8. Each donation collection bin shall be serviced and emptied as needed or within 24 hours of a request by the property owner or city.

9. Each bin shall be enclosed by use of a one-way receiving door and locked so that the contents of the bin may not be accessed by anyone other than those responsible for the retrieval of the contents.

10. Each bin shall clearly display a sign indicating that no donated items, garbage or other debris is to be left outside of the bin.

11. Within 10 days after completion of the temporary use, the bin shall be removed, the site shall be cleaned, all evidence of its use removed, and left in a condition that minimizes adverse impacts to the site itself and to surrounding properties.

E. *Drive-Up or Drive-Through Facility.*

1. Drive-up or drive-through facilities are limited to the following uses: restaurant, grocery, bank, pharmacy, and coffee and/or bakery shops.

2. No liquor or marijuana sales shall occur through a drive-up or drive-through window.

3. In the MU-TOD zone district:

a. A drive-up or drive-through accessory facility for a grocery store or bank may be a permitted use in the Nine Mile or City Center Station Area only. No other drive-up or drive-through facilities are permitted in the MU-TOD district.

b. The drive-up or drive-through lane may not pass between the front façade of the primary structure and the front lot line.

4. In the MU-OA zone district:

Drive-up or drive-through windows and aisles shall be located on the rear of primary structures, or a side of the structure not adjacent to a public street, to minimize their visibility from public streets and to minimize interference with pedestrian access from sidewalk to the entrances of the primary building.

Figure 3.3-2: Drive-up or Drive-through on Side of Structure

6. *Additional standards.*

a. No drive-up or drive-through accessory facility shall be permitted that is designed or constructed to serve the passenger side of the vehicle.

b. Drive-up and drive-through accessory facilities shall be designed and located to avoid impairing pedestrian mobility or creating risks to pedestrian safety.

c. Drive-up and drive-through accessory facilities shall be designed so that menu boards, order boards, and service windows are not located on any side of the primary structure abutting a Residential zone district or a residential use.

d. Drive-up or drive-through accessory facilities shall be designed to meet all applicable standards in Sections 146-4.4 (Neighborhood Protection Standards) and 146-4.6.7 (Drive-Through Stacking Areas).

F. *Dwelling, Short-term Rental.* The operator of this use shall have a valid Aurora business license.

G. *Dwelling Unit, Detached Accessory.*

1. *Generally.*

a. Accessory dwelling units are permitted only on lots served by an alley.

b. Accessory dwelling units are permitted only on lot containing, and must be accessory to, one single-family dwelling.

c. Only one accessory dwelling unit is permitted per single-family detached dwelling.

d. Each accessory dwelling unit must be detached from the primary dwelling; attached accessory dwelling units are not permitted.

e. Accessory dwelling units are permitted only on lots, or combinations of two or more contiguous lots, with a size greater than 6,000 square feet.

f. [RESERVED]

g. At least 360 square feet of usable private common space must be provided for the accessory dwelling unit, and each dimension of the private common space measuring at least 10 feet.

h. The maximum size of an accessory dwelling unit is 650 square feet.

i. The accessory dwelling shall not exceed the height of the principal dwelling or 24 feet.

j. The building architecture and materials shall be complementary to the principal dwelling and the façade cannot be constructed of metal.

Drive-up or drive-through facilities shall be located to the side or rear of the primary building and not between any façade of a primary building and any street.

City of Aurora
Planning and Zoning Commission Case Report

Project Title: Bubble Bath Car Wash at Station 60 – Conditional Use and Site Plan
Date: October 22, 2025
Development Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01
Case Manager: Stephen Gubrud
Applicant: Evergreen Devco, Inc.
General Location: Northeast corner of E. Colfax Avenue and Norfolk Street
Ward: II

Project Summary:

The applicant's agent Kimley-Horn and Associates, Inc., on behalf of the applicant Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru car wash facility on an approximately 1.69-acre parcel of land situated east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in PA-3 within the Station 60 Master Plan area and is planned for commercial uses. Existing surrounding development includes a QuikTrip automobile fueling station to the east and an affordable multi-family community to the north. The future site of the Aurora Center for Health Wealth and Well-Being is located to the south across Colfax Avenue. The approximately 3.32-acre remainder of PA-3 to the west will remain vacant and is designated for future commercial pad development. There is currently an active Development Application proposal for another site in the area for a hotel.

The proposed project will consist of an approximately 4,302-square-foot, standalone car wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, largely fronting onto a private drive which provides midblock access to the Station 60 development from E. Colfax Avenue. The vacuum motors are located at the south end of the site, away from the residential uses to the north, and are fully enclosed. Public improvements to this site include the development of a detached sidewalk along the site's Colfax Avenue frontage with ADA connections leading to the building entrance.

The Bubble Bath Car Wash's business operations plan indicates that the business plans to be open for 12 hours each day from 8:00 AM-8:00 PM. The business would have 2 shifts per day with 3-5 employees on site per shift.

Applicant's Request:

Approval of Site Plan and Conditional Use

Neighborhood Comments:

Five adjacent property owners and 14 registered neighborhood organizations were notified of the application. Following noticing the property for this Planning and Zoning Commission hearing, three (3) public comment letters were received from the owners of nearby businesses, including Gleam Carwash, expressing their opposition to the proposal. Their comments indicate that there is an oversaturation of competing uses in the area, with approximately three (3) other Motor Vehicle Wash uses within a half mile. The commenter also raised questions about water use implications and if water conservation techniques are being implemented with the proposal. Please find the comment letter attached as Exhibit D.

Major Issues Discussed During Development Review:

- Architecture and Four-Sided Building Design
- Landscaping and Screening of Vehicular Queue
- Building Orientation and Site Amenities

Results of Development Review:

Architecture and Four-Sided Building Design. Early in the development review process for this application, architecture was identified as a critical element for meeting the conditional use criteria, due to its high visibility along E. Colfax Avenue. After discussions and modifications, the proposed building implements methods of horizontal articulation, including changes in materials and roof form, to break up the longer facades and provide a level of visual interest. On the east-facing (primary) façade, architectural elements have been included, such as increased glazing and the use of an awning. Masonry will be visible on all elevations, and the building will feature a tower structure clad entirely in stacked stone.

Landscaping and Screening of Vehicular Queue. The applicant worked with staff to find solutions on how to landscape the site to accommodate this automobile-oriented use adequately. As the subject parcel is surrounded on three sides by ROW, a well-integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of dock doors when not in operation. Special attention was placed on the landscape buffer along the southern edge of the site, which fronts onto E. Colfax Avenue. In this area, a robust planting of shrubs and use of trees such as the Colorado Bristlecone Pine will be used to maintain an appealing and natural on-street ambience.

Building Orientation and Site Amenities. Buildings within the MU-C zone district are required to front onto a public or private street built to City of Aurora Roadway Manual specifications. The proposal achieves this by fronting onto the private road located along the site's eastern edge. This will help to create visual engagement for those exiting the adjacent automobile fueling station located across the private drive. Furthermore, the applicant has worked with staff to include a pedestrian patio area, which will feature amenities such as seating and trash receptacles, allowing employees or customers an area to sit and take a break as necessary. Bicycle parking has also been included as required by City Code.

Summary of Staff Recommendation:

Approval of the Conditional Use and Site Plan with one condition.

Detailed Case Analysis

Public Notification:

Legal Notice appeared in the Aurora Sentinel on October 9, 2025. The applicant has submitted a certificate of mailing and public hearing notices to adjacent property owners and registered neighborhood groups and provided proof of the posting of the public hearing notice sign on the site.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the site: Cottage Grove HOA, Laredo/Highline, Laredo Landing, Norfolk Glen, Sable Altura Chambers Neighborhood, Woodshire East Mobile Home Community, Clean, Chambers Heights Neighborhood Association, Vista Peak Community Garden, Kirkegaard Acres, Private Warehouses at Buckley Condominium Association, Inc., Kirkegaard Acres Neighborhood Association, and 'Fax Aurora, Path2Light Award Ceremony for Aurora Refugee Youth.

Conformance with Code Criteria:

1. **Conditional Use Approval Criteria**

Conditional Use approval criteria are found in Section 146-5.4.3.A.3 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The application is consistent with the Comprehensive Plan;*
3. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed Use are compatible with existing and planned uses in the surrounding area;*
4. *The proposed use will not change the predominant character of the surrounding area;*
5. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
6. *The application demonstrates that the proposed use 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; and*
7. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Conditional Use Criteria for Approval for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods;
- The size, scale, height, density, traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area;
- There is adequate capacity with city infrastructure to serve the proposed development;
- Adverse impacts to the surrounding area have been mitigated.

2. **Site Plan Approval Criteria**

Site Plan approval criteria are found in Section 146-5.4.3.B.2 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewaster, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff finds that the application complies with the Site Plan Approval Criteria as follows:

- The application complies with all applicable standards and criteria in the UDO;
- The site development utilizes and improves existing city infrastructure;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development;
- The landscaping buffers, site circulation and access design mitigates any adverse impacts to the surrounding area to the highest degree practicable; and
- The size, scale, height, density, multi-modal traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area.

Applicant Information:

Applicant: Evergreen Devco, Inc.
Owner: QuikTrip Corporation
Agent: Kimley-Horn and Associates, Inc.

Exhibits:

Exhibit A Vicinity Map
Exhibit B Letter of Introduction
Exhibit C Site Plan
Exhibit D Public Comments

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Vacant	Permitted	Motor Vehicle Wash
Parcel Size	73,818 sf (1.69 Acres)	N/A	No Change
Hard Surface Area	N/A	N/A	46,189 sf
Landscape Area	N/A	N/A	23,327 sf
Building Coverage Area	N/A	N/A	4,302 sf
Parking	N/A	15	30 (25 spaces are for vacuuming)
Total Signs	N/A	5	2
Total Sign Area	N/A	133 sf	120 sf

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Mural Apartments – Multifamily Residential
East	MU-C (Mixed-Use Corridor)	QuikTrip – Motor Vehicle Fueling Station
South	MU-C (Mixed-Use Corridor)	Vacant – Future Site of the Aurora Center for Health, Wealth, and Well-Being
West	MU-C (Mixed-Use Corridor)	Vacant – Future Commercial Development

Staff Recommendations:

Agenda Item 8c: Conditional Use for a Motor Vehicle Wash in MU-C Zone District

Approve the Conditional Use request because the proposal complies with the requirements of Code Section 146-5.4.3.A.3 of the Unified Development Ordinance, for the following reasons:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods;
- The size, scale, height, density, traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area;
- There is adequate capacity with city infrastructure to serve the proposed development;
- Adverse impacts to the surrounding area have been mitigated.

Agenda Item 8d: Site Plan for a Motor Vehicle Wash

Approve, with one condition, the Site Plan for a drive-thru car wash because the proposal complies with the requirements of Code Section 146-5.4.3.B.2.c.i of the Unified Development Ordinance, for the following reasons:

- The application complies with all applicable standards and criteria in the UDO;
- The site development utilizes and improves existing city infrastructure;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development;
- The landscaping buffers, site circulation and access design mitigates any adverse impacts to the surrounding area to the highest degree practicable; and
- The size, scale, height, density, multi-modal traffic impacts and hours of operation are compatible with existing uses in the area and will not change the predominant character of the area.

Approval is to be subject to the following condition:

1. Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.



Planning and Business Development

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

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

City of Aurora, Colorado

Bubble Bath Car Wash
Site Plan and Conditional Use

Miles 0 0.045 0.09

Case Numbers: 2024-6027-00, 2024-6027-01
Development Application: #2274-07

10/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

From: LIQUE Engineers, LLC **Date:** May 8, 2024

To: Lorianne Thennes – Planning Case Manager
15151 E Alameda Pkwy
Aurora, CO 80012

City Case Number: #1783984
Internal Project Number: 176-01-04

Re: Letter of Introduction – Bubble Bath Car Wash – Station 60 Filing No. 2, Lot 4.

Project Description:

The development site is a 1.6946-acre lot legally described as Lot 4 Station 60 Filing No. 2, Block 1, at the southeast quarter of section 32, township 3 south. The site is on the northern side of E. Colfax Ave, between Norfolk St and Airport Blvd. and is currently zoned MU-C (Mixed-Use Corridor) and is part of the Station 60 Master Planned Community. A CUP application is required for the proposed use. All requirements outlined in Section 146-5.4.3.A have been met and are explained in the narrative below.

The development site will have commercial use as an automated car wash. The car wash is anticipated to be 4,302 square feet with a FAR of .0583 ≈ 5.83%. The ITE Code for an automated car wash is 948 and with the square feet needed will produce 62 total PM trips. The property will be entered from either the private driveway or the neighboring property. The entrance to the car wash will be a one lane queue with three separate pay terminals to keep traffic flowing. Before the wash tunnel, there is a bailout lane that leads to the private driveway. After leaving the wash tunnel, cars can either exit left to the vacuum parking area or exit right to leave the property. The proposed automated car wash will be run by 3-4 employees at a time and will typically be open from 8:00AM to 8:00PM. The development site will contain free vacuum enclosures, queuing lanes, multiple entry points for pedestrians, pay terminals, two bicycle rack locations, and a tower with signage.

The proposed commercial development will require a CUP application. The proposed site is in compliance with applicable standards set forth by the City of Aurora's UDO and Station 60 Master Plan. Compliance is met by abiding by and conforming to setback, parking, and access requirements as well as building façade, building placement, materials, and height.

The proposed Bubble Bath Car Wash is being developed by Evergreen Devco, Inc. The consultants for this development will include civil engineering, architectural, mechanical engineering, electrical engineering, plumbing and landscape. Contact information for the property owner/developer and project consultants will be provided on the following page.



816 Camaron Street, Suite 110 | San Antonio, Texas 78212
(210) 549-4207 Phone | (210) 545-9302 Fax
https://www.lique.us/

OWNER/DEVELOPER
Evergreen Devco, Inc
2390 E Camelback Rd Suite 410
Phoenix, Arizona 85016

CIVIL ENGINEER
LIQUE Engineers, LLC
816 Camaron St. Ste 110
San Antonio, Texas 78212

ARCHITECT
LIQUE Engineers, LLC
816 Camaron St., Ste 110
San Antonio, Texas 78212

LANDSCAPE ARCHITECT
CDI Landscape Architecture & Planning
4403 Black Hickory Woods
San Antonio, Texas 78249

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:

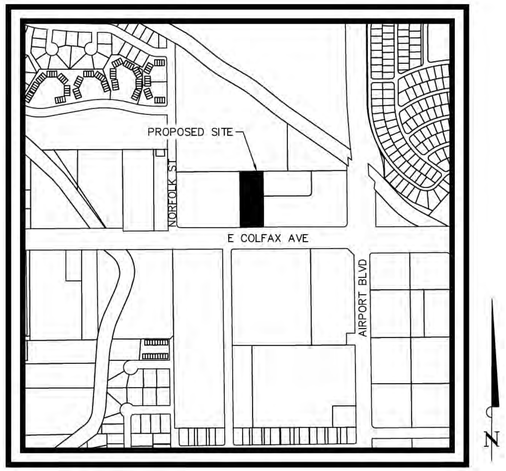
CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ___ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath – Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL; S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

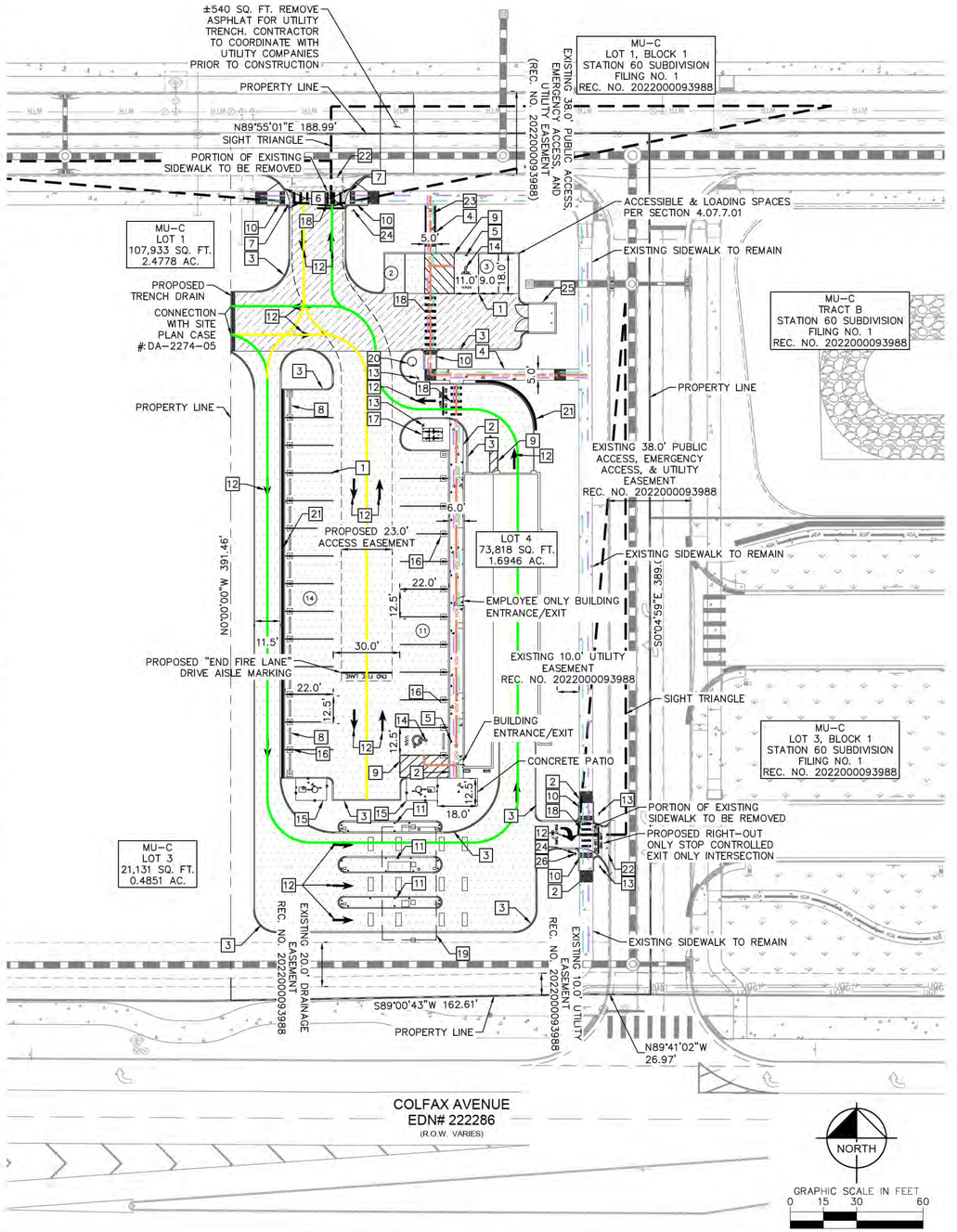
EMERGENCY INGRESS AND EGRESS:

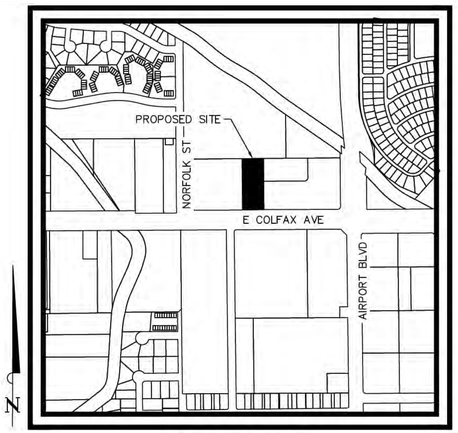
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO ABTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5 OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

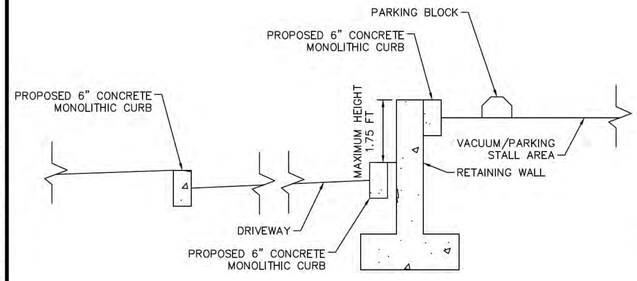
PROJECT NO. 096888060

SHEET 02

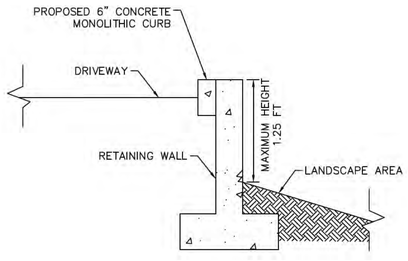
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NOTES:

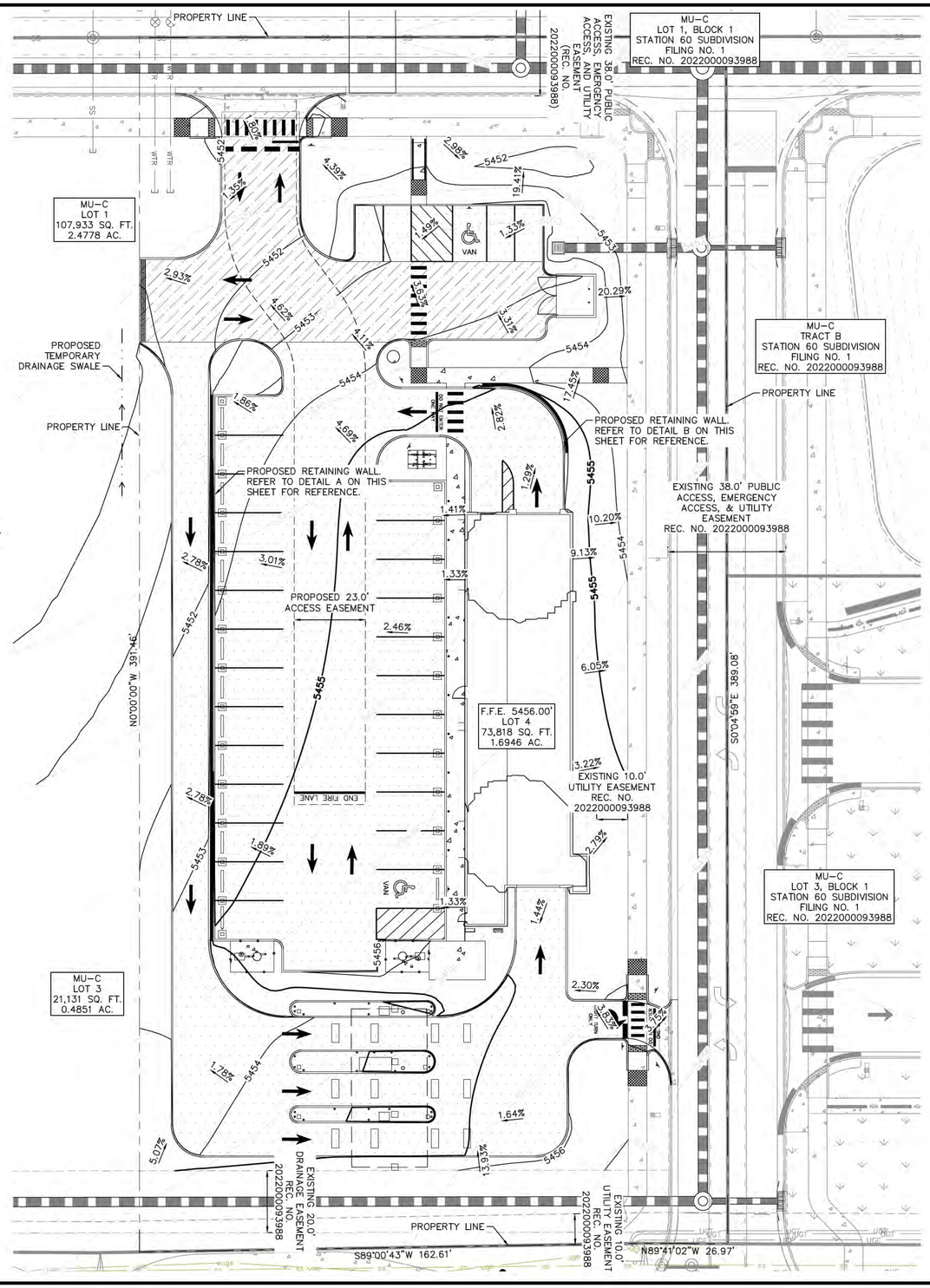
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

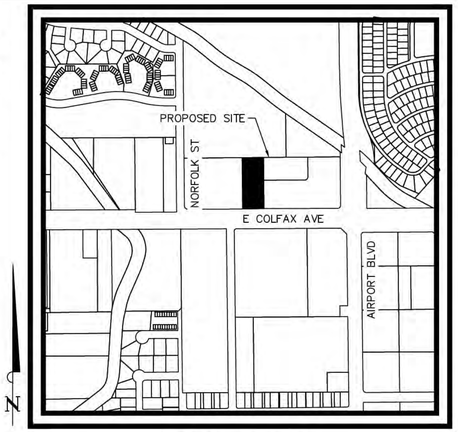


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- XXXX — PROPOSED MAJOR CONTOUR
- XXXX — PROPOSED MINOR CONTOUR
- XXXX — EXISTING MAJOR CONTOUR
- XXXX — EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
03

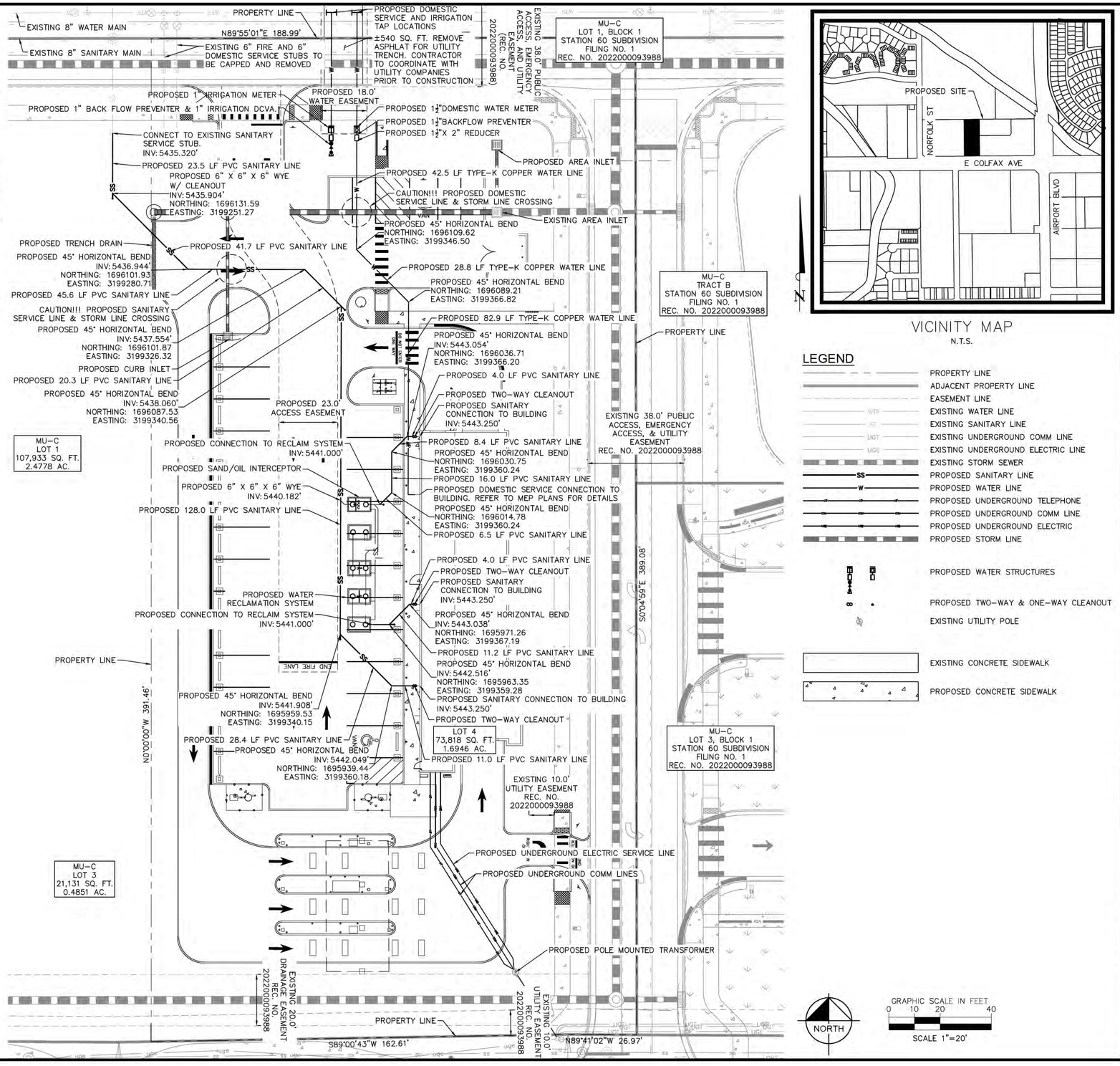
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NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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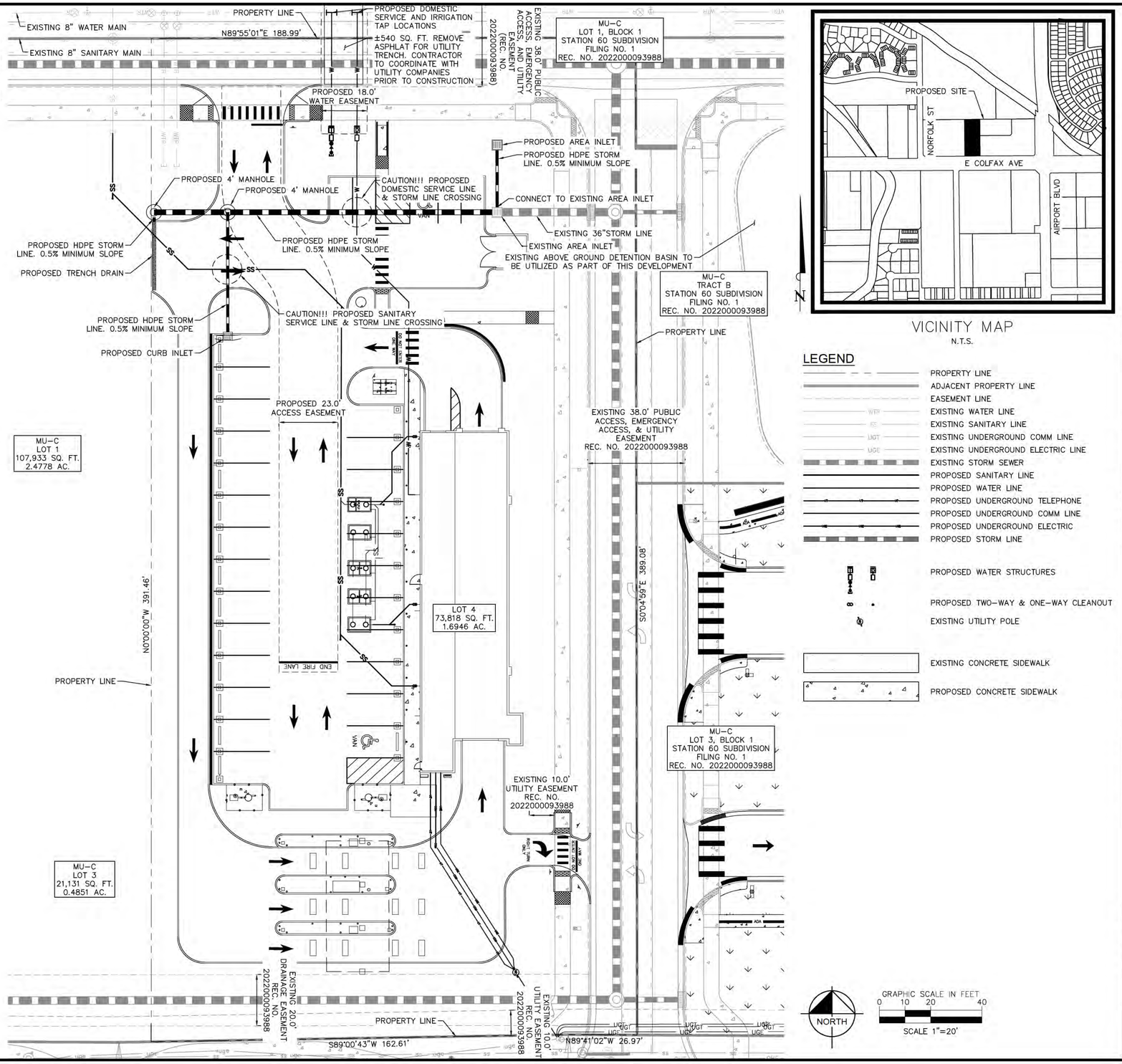
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SHEET 04

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CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING UNDERGROUND COMM LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

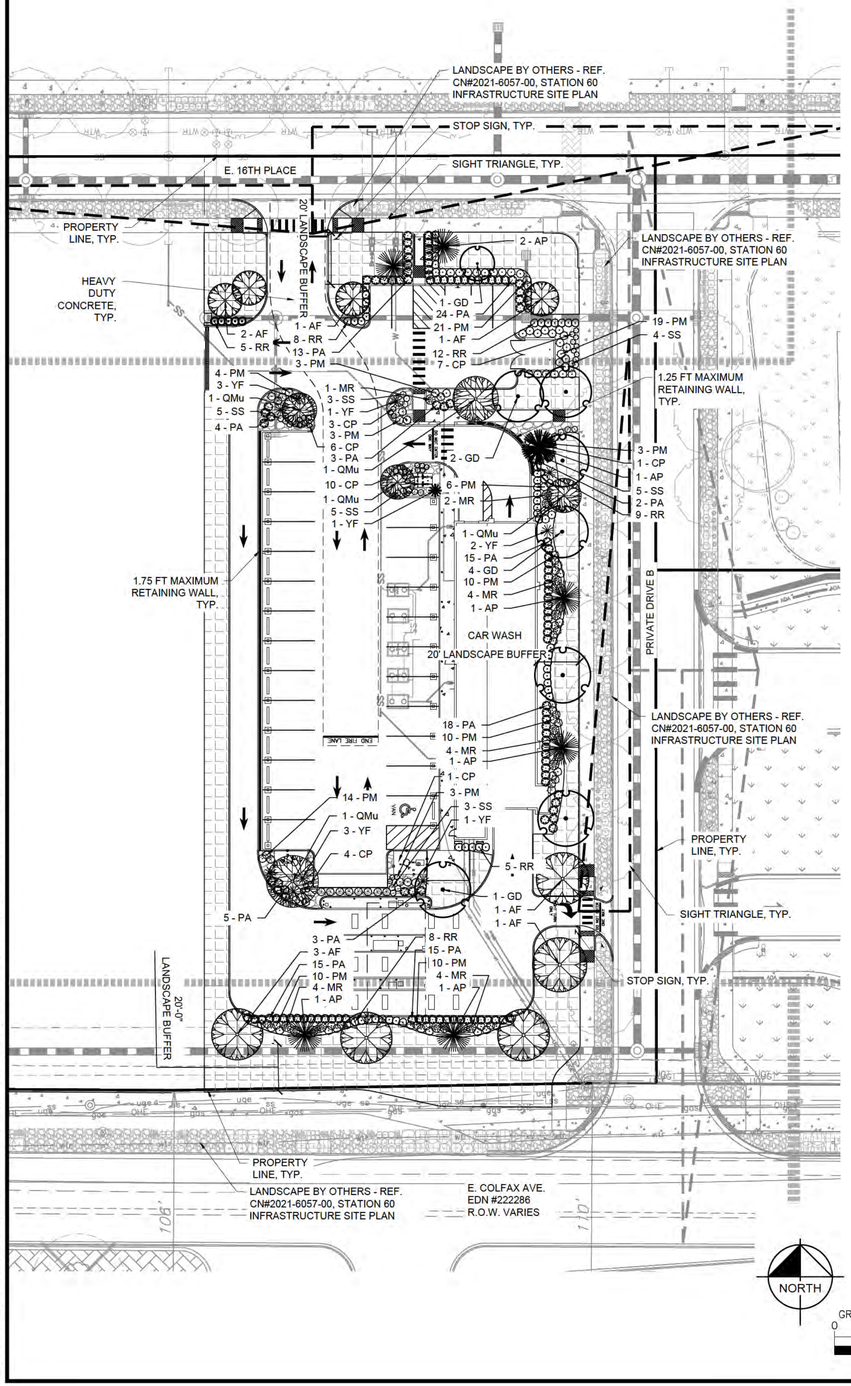
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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PROJECT NO.
096888060

SHEET
05

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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		RUGOSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemanii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"-3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

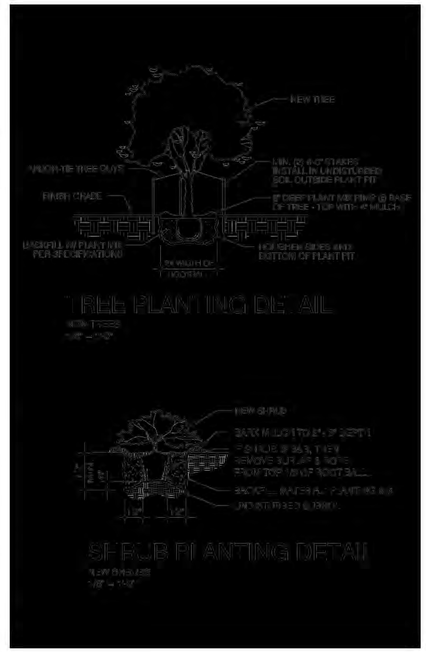
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPEOIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"-1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4-8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26-INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.

CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non-residential and Mixed-use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000



NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

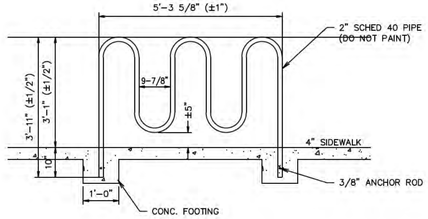
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PROJECT NO. 096888060

SHEET 06

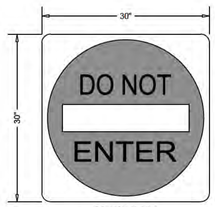
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MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL

NTS | SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA < 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

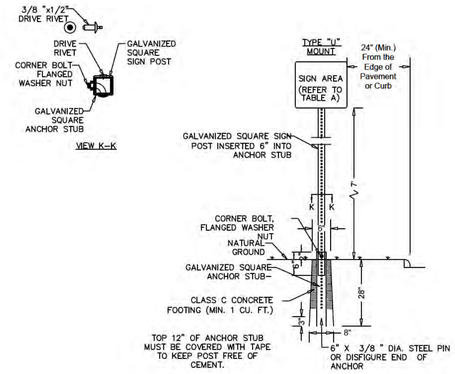
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

8.) ALL DETAILS ARE NOT TO SCALE.

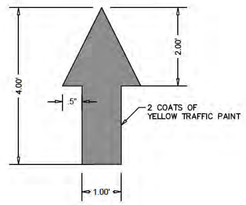
9.) ALL DIMENSIONS ARE IN INCHES.

10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



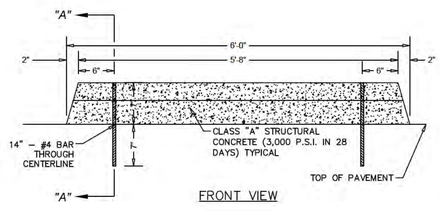
DO NOT ENTER SIGN DETAILS

NTS | SN:

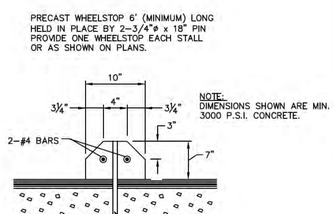


TRAFFIC MARKING DETAIL

NTS | SN:



FRONT VIEW

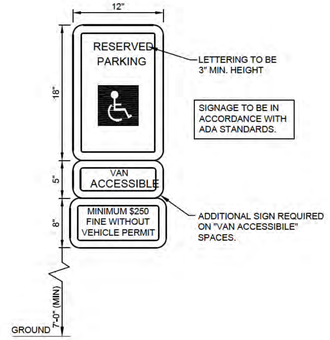


SECTION "A-A"

NOT-TO-SCALE

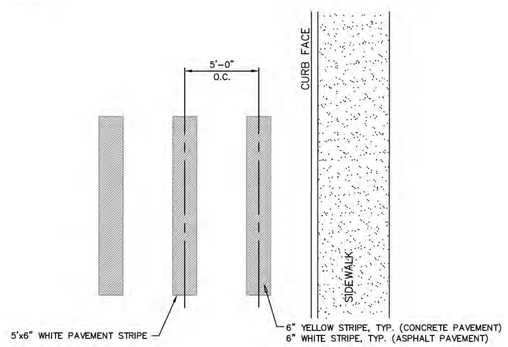
WHEELSTOP DETAIL

NTS | SN:



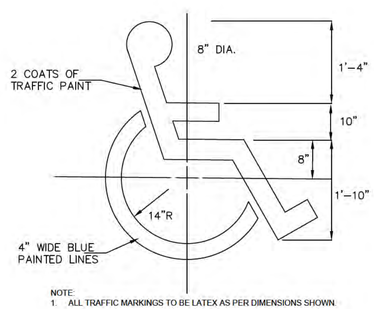
ADA SIGNAGE DETAIL

NOT TO SCALE



CROSSWALK DETAIL

NTS | SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

L1	TRAFFIC MARKING DETAIL	A1	WHEELSTOP DETAIL
NTS	SN:	NTS	SN:
F1	CROSSWALK DETAIL		
NTS	SN:		

NO. | REVISION | DATE | BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

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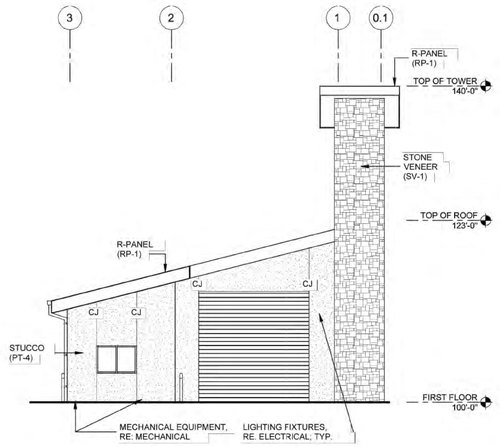
PROJECT NO.
096888060

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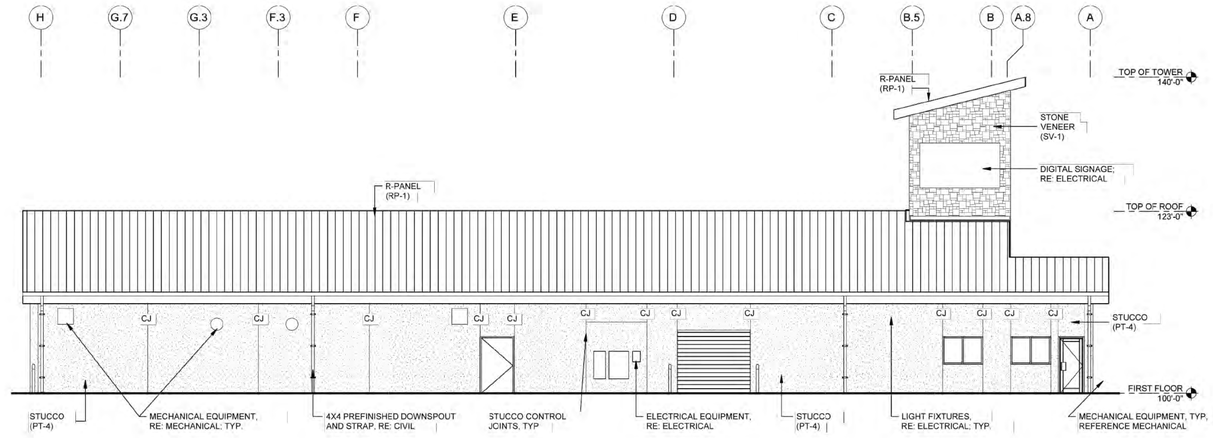
MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO



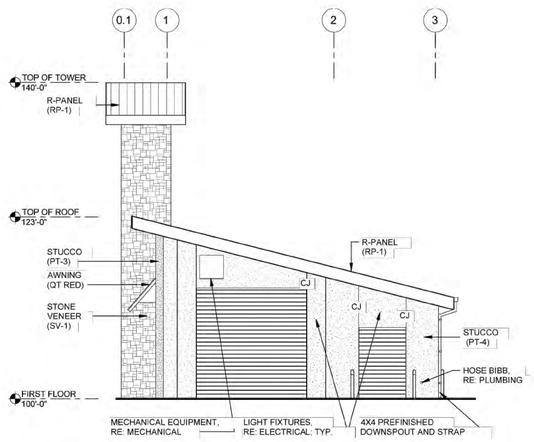
ENTRANCE ELEVATION

1/8" = 1'-0"



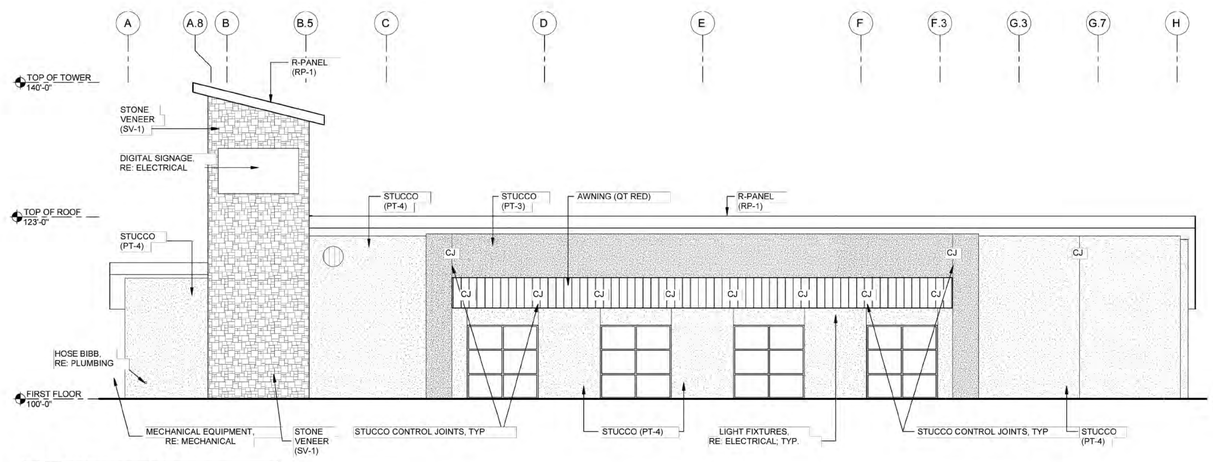
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

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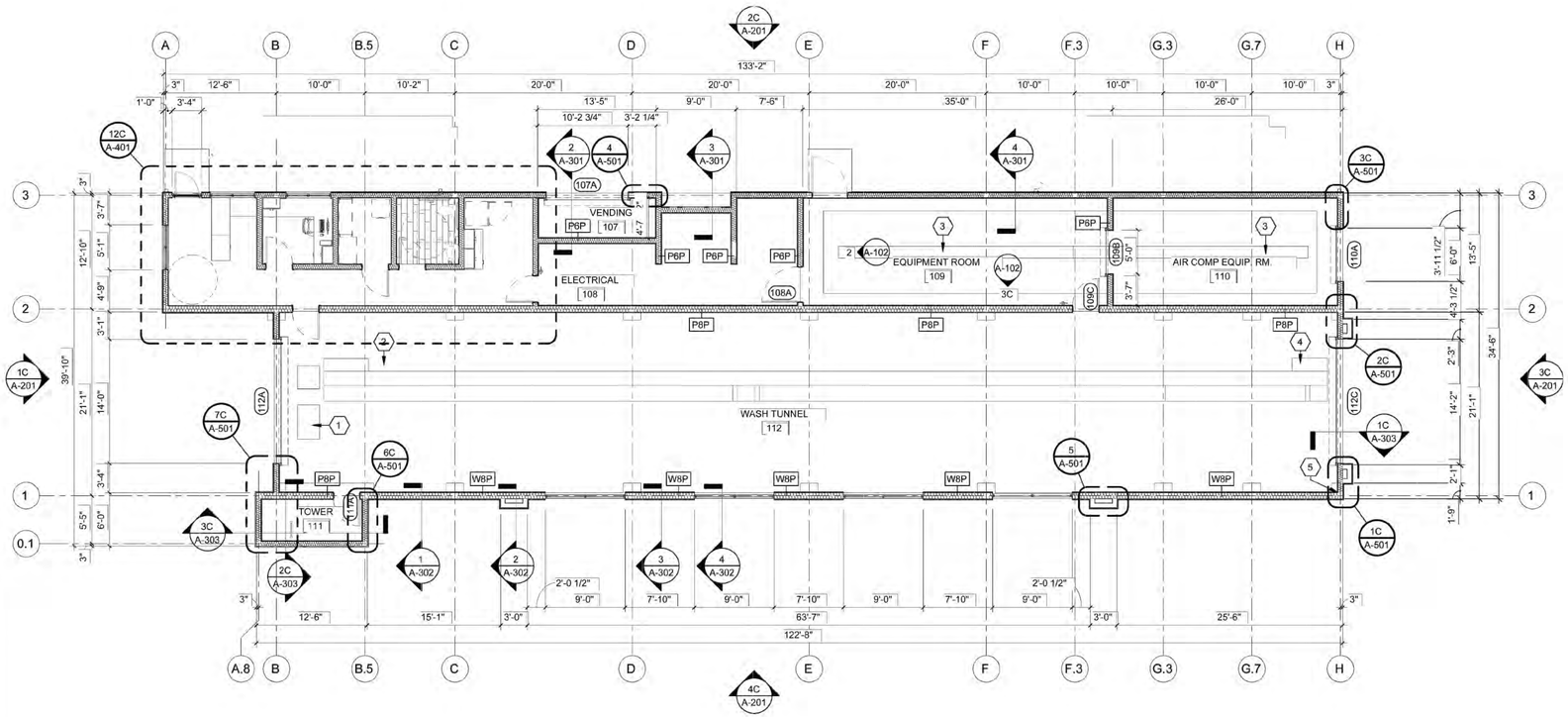
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

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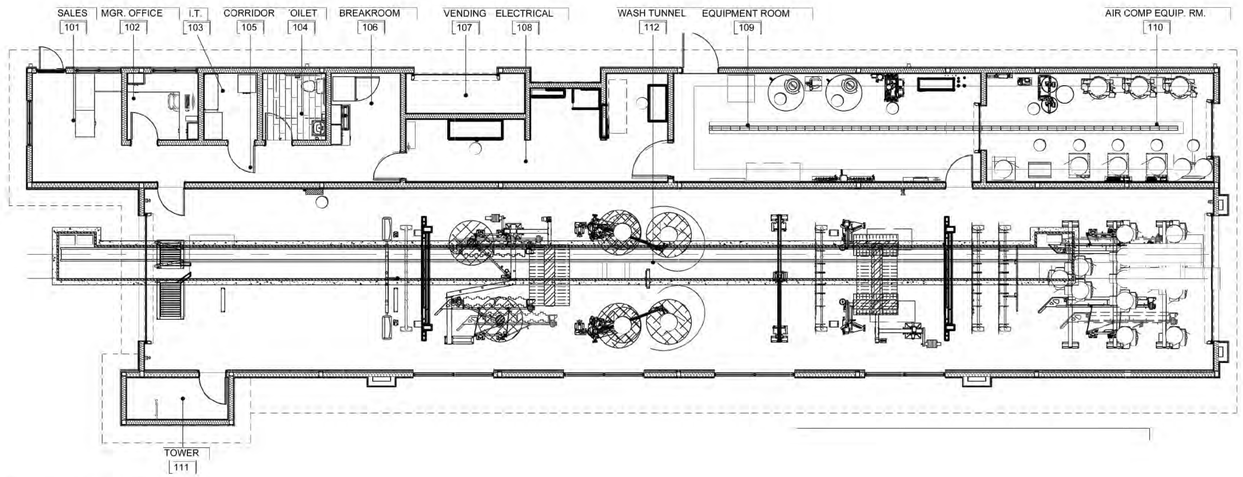
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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 886, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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DATE: 06/02/2025

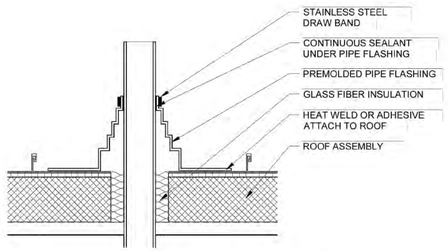
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
FLOOR PLAN

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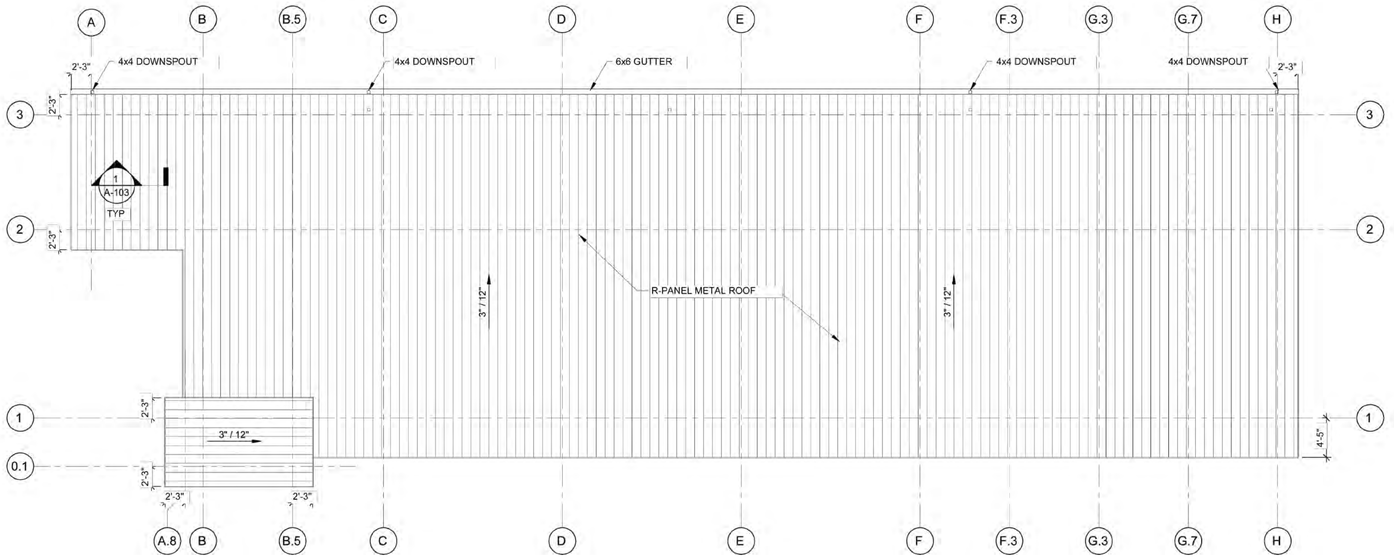
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1 TYPICAL PENETRATION DETAIL
1 1/2" = 1'-0"



ROOF PLAN
1/8" = 1'-0"

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CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
ROOF PLAN

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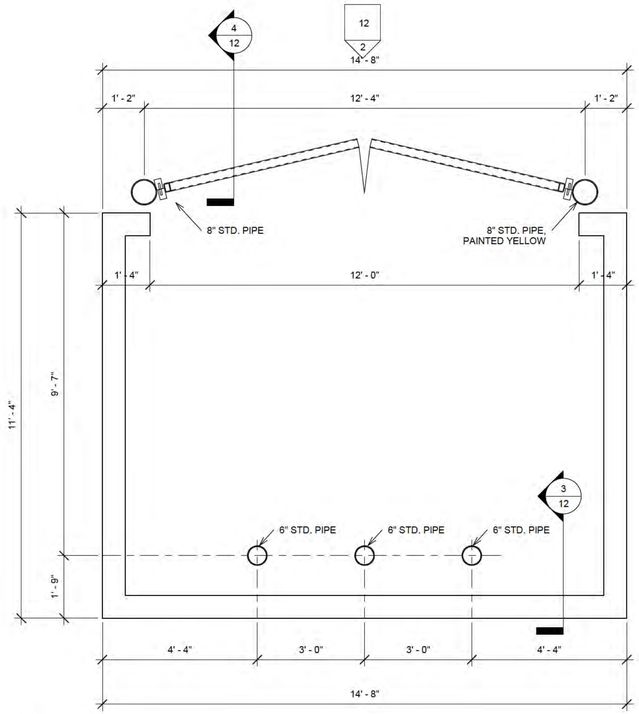
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

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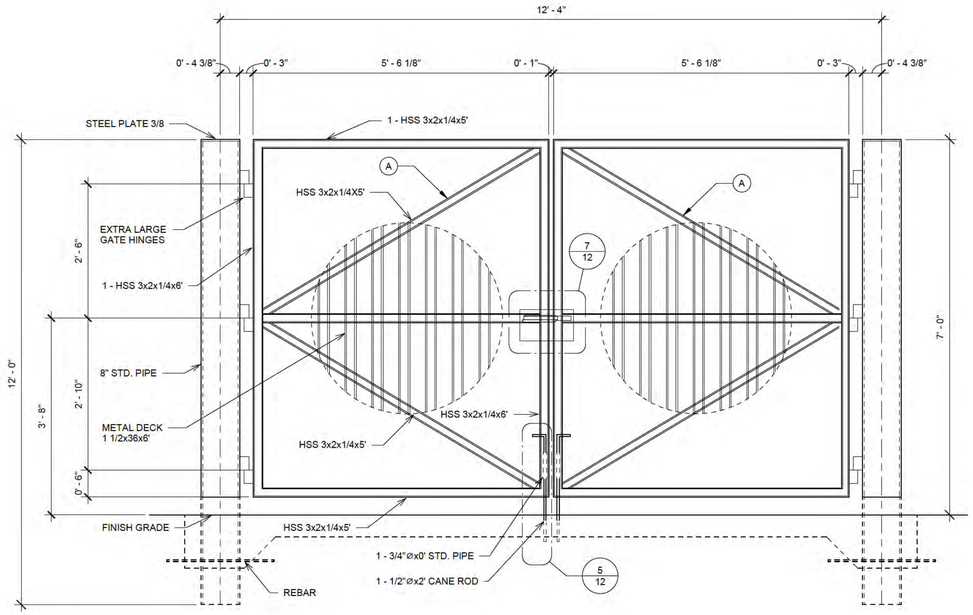
PROJECT NO.
096888060

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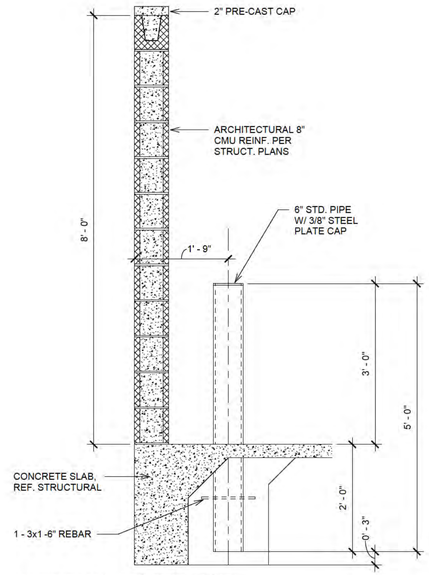
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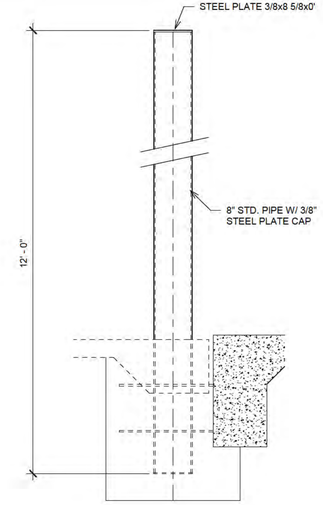
1 TRASH PLAN
1/2" = 1'-0"



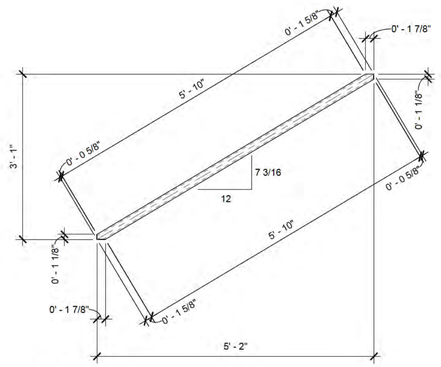
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



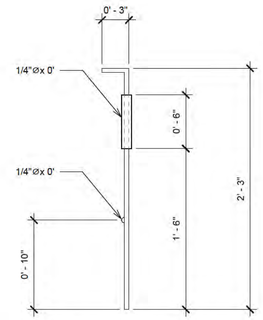
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



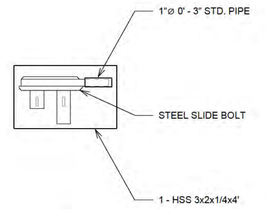
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

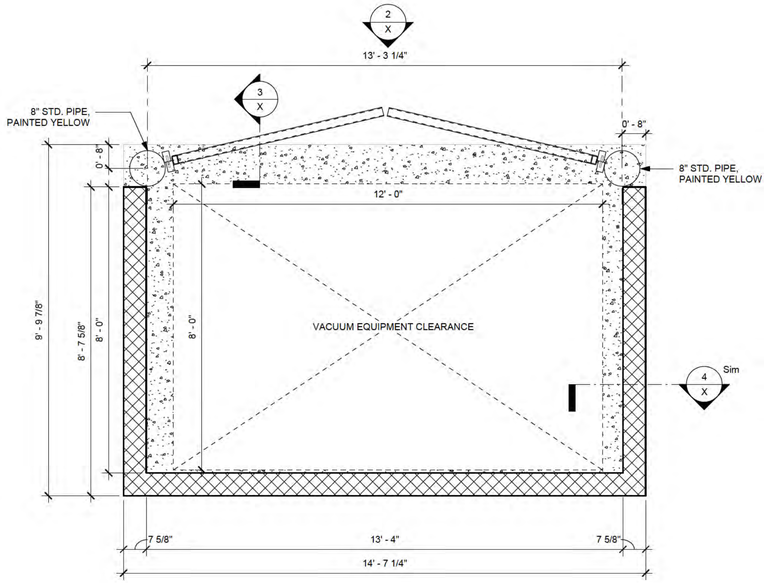
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

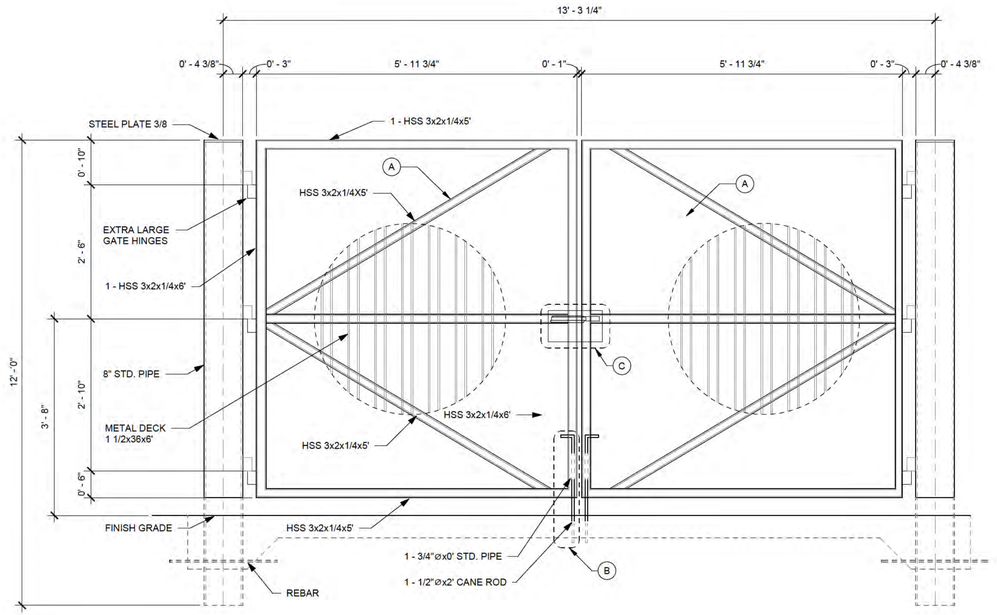
PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

TRASH ENCLOSURE

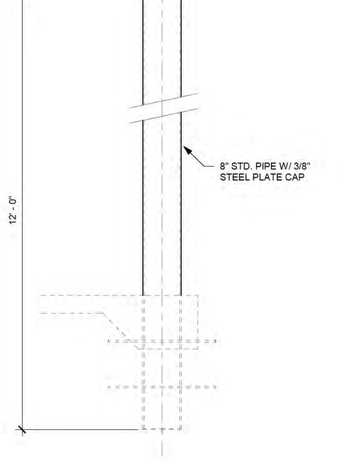
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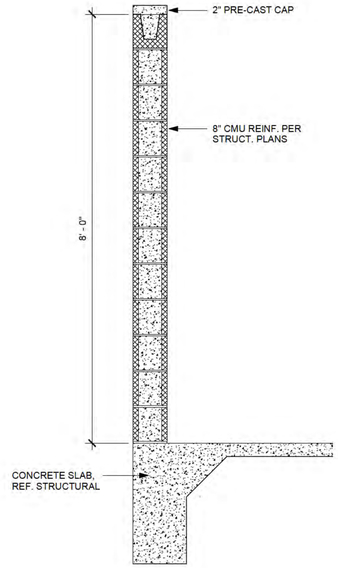
1 VACUUM ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"



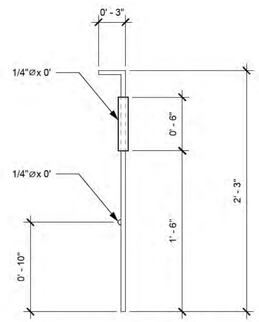
2 FRONT VIEW
SCALE: 3/4" = 1'-0"



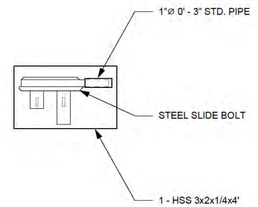
3 VACUUM ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"



4 VACUUM ENCLOSURE SECTION 2
SCALE: 3/4" = 1'-0"



5 DETAIL B
SCALE: 1 1/2" = 1'-0"



6 DETAIL C
SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

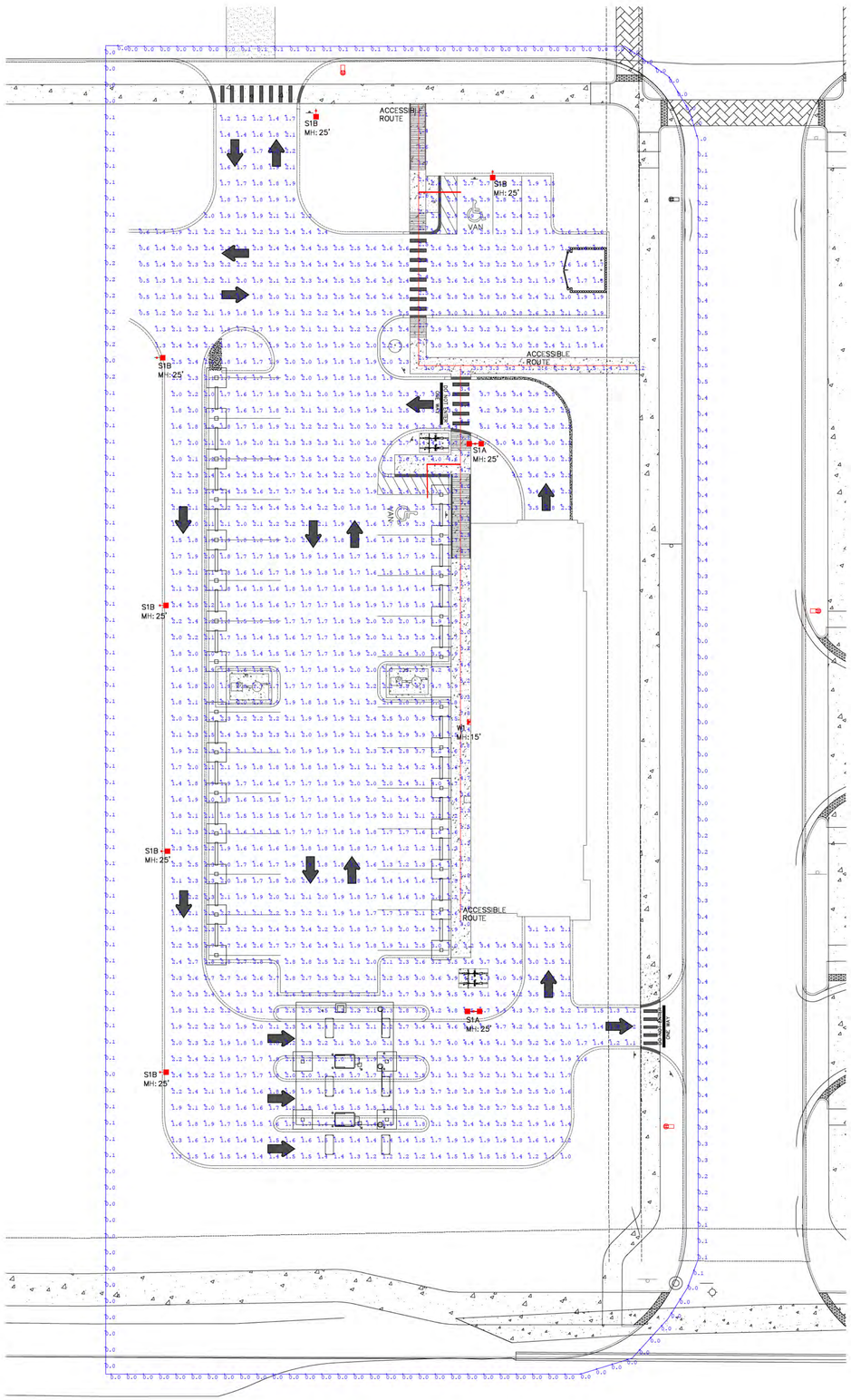
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

VACUUM ENCLOSURE PLAN & DETAILS

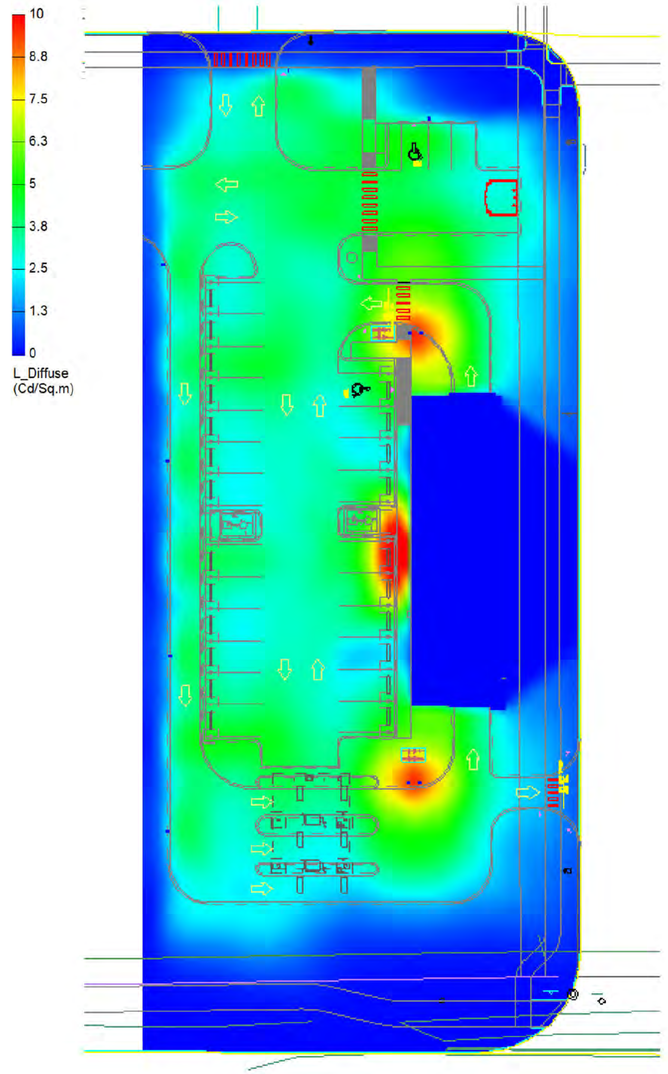
13



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



CLI Design
Los Angeles , Miami & New York
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INC. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.
Job No.	
Sheet No.	14

From: [redacted]
To: Gubrud, Stephen
Subject: Re: Questions about Aurora Center for Health, Wealth, etc. :)
Date: Monday, October 13, 2025 4:25:53 PM
Attachments: image006.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image001.png
image002.png

This Message Is From an External Sender Report Suspicious

This message came from outside your organization.

Hi Stephen,

How about this – it's so long, but this is so complex. People always think car washing is easy, but it's really not.

Dear Mayor/City Councilperson/To Whom It May Concern:

I'm writing to you as a constituent, but also as one of Aurora's small business owners. My business is in Ward I, but I am writing to all of Council on a matter of great importance to me, but also one of significant importance to Aurora vis a vis water use, land use, jobs and sales taxes.

For the last nine years I have owned and run a nifty little car wash in Denver, Gleam Car Wash, and two years ago I opened my second location in Aurora on E. Colfax between Chambers and Airport. I'm writing today as I am deeply concerned about a proposed conditional use approval for a national chain and direct competitor less than half a mile from my Aurora location; if "Bubble Bath" carwash is approved, it will possibly kill my nascent Aurora business and because of that bankrupt both of my locations. More importantly, it would be adding yet another poorly-operated national chain car wash that will use huge amounts of potable water, not create any jobs worth mentioning, and not pay sales taxes. **Of note: there would then be at least six car washes along a 2-mile stretch of E. Colfax. This is not a good use of 1.3-acres of land or water.**

First, a little bit about me, then about car washing, and then about this proposed – and unwise – new wash.

***A bit about me*:** I founded and developed Gleam Car Wash in Denver almost exactly nine years

ago. I am a small business owner; I raised the debt and the equity. The business is partially financed via an SBA 504. I developed Gleam as the greenest car wash in the country; additionally, 15-20% of our 40-person strong work force is neurodiverse. And, importantly, after a rough start, we've been a very successful little business, regularly giving back to the community and striving to do our part. In other words, I'm a strong operator with a community conscience.

Two years ago, I opened my second location along E. Colfax. I knew it would be hard, but honestly, I had no idea how difficult it would wind up being. Among other challenges, since I built it in the immediate aftermath of Covid, pricing was haywire. In a moment of perfect serendipity, I had to sell the rest of the land in order to keep the project going; because of all the outreach I had done during the development (see below), I knew a lot of folks at the City and they knew me. They had a chunk of change that they needed to spend or lose, and we closed the deal in record time. Now that land around Gleam is slated for 100+ units of affordable housing, spearheaded by Mercy Housing, and I wrote a letter to CHFA in support of the project.

However, Gleam-Aurora is struggling and not quite breaking even, even two years in. It's worth mentioning here again that I am a very strong operator, with a great track record, and I think my struggles speak to the reality that another tunnel wash at this location is not a needed or wanted by the market. Still, the business has had a positive impact in the neighborhood: we have created ten new jobs, all held by local residents, and in conversations with Aurora Water, it's my understanding that we use exponentially less potable water per vehicle than any other tunnel car wash. This is not because we don't use water; it's because we maintain our extensive water reclaim system. We are essentially a mini-water treatment plant. And after so much work, we are FINALLY getting close to succeeding!

So you can imagine I was quite distressed to discover, just this Thursday, and quite by accident – that a very muscular very well-capitalized firm, Quick Trip, has proposed a large, 1.3-acre tunnel car wash less than ½ mile from my new, existing, locally-owned 1.3-acre car wash. I don't mind admitting that I am panicked. I had thought, because it was a struggle to get through the conditional use approval process and because Aurora is very rightfully water-conscious, that it would be unlikely the City would approve more tunnel car washes in close proximity to each other. It's simply a poor use of land and water.

A bit about car washing: as an industry, it's changed dramatically. The transition from cash to credit attracted the attention of private equity firms, and the industry has exploded. I believe that in the last five years there have been approximately 50 new tunnel washes built in the greater Denver-Aurora metro, many of them built or acquired by PE firms. It has made it hard to compete, to say the least, but of course, that is a part of business.

Nonetheless, as a City, certain uses are conditional for a reason, and I believe it's in the City's best interest – if for no other reason that the fact that potable water is a scarce resource – to

judiciously limit approvals of new tunnel washes. I will repeat: if this wash is approved, that will make at least SIX washes along a 2-mile stretch of E. Colfax. And to my knowledge, NONE of the existing washes except mine have a well-maintained water reclaim system or maybe any system at all.

***A bit about this proposed chain car wash*:** the chains will argue that they also have water reclaim systems; however, they often put in small systems and then fail to maintain them. The maintenance is expensive, dirty work. The chains may also argue that they create quality jobs. I can tell you, given that I have had several of their former employees on staff, that of course this is not true. Working at a car wash is not glamorous, but it can be a means to a better future and not a dead end job.

I cannot emphasize enough that putting a 1.3-acre brand-new tunnel wash less than ½-mile from another 1.3-acre brand-new tunnel wash will
a) critically endanger an existing local business and
b) is utterly unnecessary and unwise from a water and land-use perspective.

We all know we need housing; we do not need another big, ugly car wash that will consume 50-100 gallons of potable water per vehicle (no matter what they say), create 2-3 unpleasant and poorly-paid jobs, and not add any sales tax.

Water math and housing: Aurora, as mentioned earlier, is rightfully water-conscious. Big chain car washes, no matter the verbiage, do not install or maintain significant water reclaim systems unless mandated by law, and there is no such mandate in Colorado. I have been in car washing ten years. I have heard it all. This means that – for the sake of argument – if "Bubble Bath" washes 150 cars a day (which is where we are, and this is not great) that's at a minimum 50 gallons of potable water per car. That equates to 7500 gallons of potable water per day, 52,500 gallons per week. That is more than three swimming pools. **Not to demonize car washing – properly done, it's more water efficient by far than washing in your driveway and a great way to protect a car and save water – however, improperly done, it's an insane waste of a limited resource.**

1. The goal is to wash >500 cars a day. That's 175,000 gallons of potable water a week.

My friends in affordable housing have reiterated that the tap fees in Aurora are so high that it reduces the viability of many more units. This is because of the cost of water – simple supply and demand, and very defensible. However, wouldn't more well-done housing benefit us all in the short and long term more than yet another chain car wash?

Design: I deliberately designed my car wash to fit into Colfax's awesome commercial history, and my iconic sign was the first (maybe only) to be approved (unanimously) by City Council on the grounds that it had a superior design (v. "hardship" which is the other way signs used to be granted variances). It's my understanding that the entire process is now different, precisely because I was hard headed enough to try to do something better.

If Bubble Time is permitted, my Gleam Car Wash site could become another vacant parcel blighting an already difficult stretch of Colfax. Appraisers routinely point to my Denver wash as the nicest building on 38th Avenue. They say the same about my second wash on E. Colfax.

Thank you for your time.

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

Through some serious ups and downs along E. Colfax my wife and I have successfully operated Academy Roofing on Jasper Street and I am writing today to urge you to vote NO to the proposed conditional use of a new tunnel car wash at the corner of Airport & E. Colfax.

Small businesses are the bedrock of any community; my wife and I have employed hundreds of individuals over the years, nurturing their passage into adulthood, and helping them become contributing citizens here in Aurora or wherever they land. Gleam Car Wash, run by Emilie Baratta, has a similar ethos. It is not easy.

A car wash is not like roofing or car rentals or most of the other businesses in this stretch of the woods. A car wash is a destination, and pulls from the local community, and our local community is struggling and – it's my understanding – barely able to support one tunnel wash. There is not room for two very similar car washes – in fact, by my count, if Bubble Bath goes in that makes four or five car washes (including the self serves) between Airport and I-225, a two-mile stretch. This doesn't make sense and promotes bad business practices that will have a negative impact on our neighborhood.

I don't want a failed business creating another vacant parcel and neither should anyone on Council. Instead, take existing vacant parcels – like the one QuickTrip wants to turn into an unnecessary car wash – and make it contribute to the fabric of our community.

You should all deny this conditional use permit, support local business, and look to better E. Colfax in more productive ways.

Thank you for your time,

Curt Boyd
Academy Roofing

8b. BUBBLE BATH CAR WASH AT STATION 60 – CONDITIONAL USE AND SITE PLAN

The applicant's agent Kimley-Horn and Associates, Inc., on behalf of the applicant Evergreen Devco, Inc., proposes a Site Plan with Conditional Use to construct a new drive-thru car wash facility on an approximately 1.69-acre parcel of land situated east of the northeast corner of E. Colfax Avenue and Norfolk Street. The site is zoned Mixed-Use Corridor (MU-C) zoning district and is located in City Subarea A. The subject site is also located in PA-3 within the Station 60 Master Plan area and is planned for commercial uses. Existing surrounding development includes a QuikTrip automobile fueling station to the east and an affordable multi-family community to the north. The future site of the Aurora Center for Health Wealth and Well-Being is located to the south across Colfax Avenue. The approximately 3.32-acre remainder of PA-3 to the west will remain vacant and is designated for future commercial pad development. There is currently an active Development Application proposal for another site in the area for a hotel.

The proposed project will consist of an approximately 4,302-square-foot, standalone car wash with 30 surface parking spaces, including 25 vacuum service stalls. The proposed building will be oriented along the eastern edge of the site, largely fronting onto a private drive which provides midblock access to the Station 60 development from E. Colfax Avenue. The vacuum motors are located at the south end of the site, away from the residential uses to the north, and are fully enclosed. Public improvements to this site include the development of a detached sidewalk along the site's Colfax Avenue frontage with ADA connections leading to the building entrance.

The Bubble Bath Car Wash's business operations plan indicates that the business plans to be open for 12 hours each day from 8:00 AM-8:00 PM. The business would have 2 shifts per day with 3-5 employees on site per shift.

Five adjacent property owners and 14 registered neighborhood organizations were notified of the application. Following noticing the property for this Planning and Zoning Commission hearing, three (3) public comment letters were received from the owners of nearby businesses, including Gleam Carwash, expressing their opposition to the proposal. Their comments indicate that there is an oversaturation of competing uses in the area, with approximately three (3) other Motor Vehicle Wash uses within a half mile. The commenter also raised questions about water use implications and if water conservation techniques are being implemented with the proposal.

Testimony Given at the Hearing:

Commissioners Banka, Bush, Gaiser, Jetchick, Riley, and Chair Walls visited the site.

Stephen Gubrud, Case Manager, gave a presentation of the item, including the staff recommendations.

Commissioner Riely asked about water usage in light of the city seeing a reduction in available water.

Sarah Young, Assistant General Manager, Aurora Water, explained that the car washes are required to recycle at least 75% of the water they use.

Chair Walls asked how staff respond to public comments. S Gubrud responded that there were no public comments during the review period; as a result, a neighborhood meeting was not held. Comments were not received until after the property was posted for the public hearing. S Gubrud also explained that the comments that were recently received were responded to on a personal, case-by-case basis. From a planning perspective, the application was reviewed to ensure that the criteria for approval in the Unified Development Ordinance (UDO) were met. Staff tried to be as

communicative as possible with the public and relayed to them those sections of the codes that are applicable, and invite them to review them and come speak at the public meeting if they feel so inclined

Jessica Glavas, QuikTrip Corporation, agent representing the applicant, gave a presentation of the item. J Glavas explained that QuikTrip acquired Bubble Bath because they shared the same values of customer service and operations. These businesses are all family-owned and have no franchises, and are responsible community partners. As a result of the acquisition, the car wash will be called WT Bubble Bath. QuikTrip does have plans to expand QT Bubble Bath in the future.

David Foster, Foster Graham Milstein & Calisher, LLP, agent representing the applicant, gave a presentation of the item, reviewing approval criteria that were not mentioned in the staff presentation and confirming the proposed use is consistent with the comprehensive plan. D Foster also noted that all of the Aurora water standards are being met with this proposal.

Andrew Lundberg, Kimley-Horn, agent representing the applicant, gave a presentation of the item, stating that a lot of time was spent addressing façade materials due to the proximity to the roadway. This car wash will be utilizing the best-in-class, highest efficiency water reclamation systems to maintain high quality standards and use the least amount of water possible.

Emilie Baratta, local business owner of Gleam Car Wash, spoke in opposition to the item, stating that between the two car washes owned, 50 jobs have been generated, 15% of which are held by neurodiverse individuals. E. Baratta also noted that the car wash in Aurora was built on an underdeveloped, blighted corridor along Colfax Avenue. E Baratta requested the Planning Commission to deny approval of the proposed car wash because of the car washes already in the area and oversaturation, as well as failure to meet the approval criteria, and voiced concerns that if the proposal is allowed, Gleam Car Wash will be put out of business.

Elijah Williams, resident, spoke in opposition to the item, stating the car wash is both unnecessary and poorly located in what is already a saturated car wash market. E Williams noted car wash locations in Aurora that have seen negative impacts due to oversaturation in the car wash market and further stated that this is not a free market, fair competition, but predatory pricing.

Doug McMurrain, resident, spoke in opposition to the item, stating concerns of oversaturation of car washes in the area and the potential of Gleam Car Wash having to close its doors because of it.

D Foster in a rebuttal to public comments, stated that QuikTrip hires employees at the local level. D Foster also noted that City Council has recently had conversations regarding distance requirements between gas stations and car washes in relation to a QuikTrip proposal that was appealed to the council. The city is not regulating how many gas stations or car washes can exist within an area, like other jurisdictions are doing. Adverse impacts on the surrounding area have been mitigated through orientation and landscaping and required water reclamation standards are being adhered to.

J Glavas added that most QuikTrip employees live in the communities they work, with the exception being the corporate office in Tulsa, OK. They also participate in community giving and aim to be good business partners within their communities. J. Glavas noted that there are four car washes east of I-225 that offer a variety of services, ranging from full-service detail, self-serve, and a small one attached to a small Exxon gas station. Bubble Bath is offering a service different from the others, and there should be plenty of room for this proposed car wash.

Commissioner Hogan asked E Baratta how notice was received regarding this proposal. E Baratta responded that Gleam Car Wash was made aware of the development one day before the site was posted with a public hearing sign. Commissioner Hogan asked if given more time, a resolution could be arrived at between Gleam and Bubble Bath. E Baratta responded that arriving at a resolution or compromise is unlikely.

Lena McClelland, Assistant City Attorney, reminded the commission that the approval criteria is what is to be used when making a decision, and that the commission is obligated to create a clear and concise record as to why the application does or does not meet the criteria.

Jeff Planck, Kimley-Horn, agent representing the applicant, was available for questions.

Amelia Stefan, Foster Graham Milstein & Calisher, LLP , agent representing the applicant, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – CONDITIONAL USE FOR A MOTOR VEHICLE WASH IN MU-C ZONEDISTRICT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BUSH.

APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH ALL APPLICABLE STANDARDS AND CRITERIA IN THE UNIFIED DEVELOPMENT ORDINANCE;
2. THE APPLICATION IS CONSISTENT WITH THE COMPREHENSIVE PLAN CITY CORRIDOR PLACETYPE AND WILL HELP FURTHER CITY GOALS OF SUPPORTING NEW COMMERCIAL USES WITHIN THIS PLACETYPE THAT CAN SERVE THE SURROUNDING NEIGHBORHOODS;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. THERE IS ADEQUATE CAPACITY WITH CITY INFRASTRUCTURE TO SERVE THE PROPOSED DEVELOPMENT;
5. ADVERSE IMPACTS TO THE SURROUNDING AREA HAVE BEEN MITIGATED.

FURTHER DISCUSSION:
Commissioner Gaiser reiterated that the criteria need to be considered when making any decisions and not personal feelings, and indicated support for the motion.

Chair Walls expressed appreciation for the community members and business owners who spoke at the hearing and further noted that this is not the venue for dealing with density issues, the Planning Commission has a very narrow scope, and just look at the prescribed sections of the city code.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 8d – SITE PLAN FOR A MOTOR VEHICLE WASH

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BANKA.

APPROVE, WITH ONE CONDITION, THE SITE PLAN FOR A DRIVE-THRU CAR WASH BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.B.2.C.I OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH ALL APPLICABLE STANDARDS AND CRITERIA IN THE UDO;
2. THE SITE DEVELOPMENT UTILIZES AND IMPROVES EXISTING CITY INFRASTRUCTURE;
3. THE APPLICATION WILL IMPROVE AND EXPAND UPON MULTI-MODAL CONNECTIONS WITH ADJACENT SITES AND SURROUNDING DEVELOPMENT;
4. THE LANDSCAPING BUFFERS, SITE CIRCULATION AND ACCESS DESIGN MITIGATES ANY ADVERSE IMPACTS TO THE SURROUNDING AREA TO THE HIGHEST DEGREE PRACTICABLE; AND
5. THE SIZE, SCALE, HEIGHT, DENSITY, MULTI-MODAL TRAFFIC IMPACTS AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF ALL OUTSTANDING TECHNICAL ISSUES PRIOR TO RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

FURTHER DISCUSSION:
Commissioners indicated that the discussion included in Agenda Item 8c also stands for this agenda item.

MOTION PASSED UNANIMOUSLY.

This document is presented in its full unedited state. Due to virtual note taking method there may be some inaccuracies. A verbatim record may be obtained by reviewing the PC meeting video recording for the 10-22-2025 meeting date.

Planning and Zoning Commission (Study Session 500 p.m. Regular Meeting 610 p.m.)-20251022_181030-Meeting Recording

October 22, 2025, 12:10AM

2h 0m 47s



Chapel, Susan 0:03

Just one second.

Yes, the recordings been started.



Cammarata, Brandon 0:11

Chairman, over to you.

Hopefully everybody has reassembled. Thank you.



Walls, Garrett 0:15

Great. Thank you, Brandon.

Good evening everyone.

It is Wednesday, October the 22nd. I now call this regularly scheduled virtual meeting of the Aurora Planning and Zoning Commission.

To order, I'll now call the Roll of Commissioners, Commissioner Jaccic, Commissioner Bush.

GJ **Gayle Jetchick** 0:29

Present.

MB **Melvin Bush** 0:32

President.



Walls, Garrett 0:33

Commissioner geiser.

BG **Bob Gaiser** 0:34

Present.

Walls, Garrett 0:35
Commissioner Riley.

Colonel Mike Riley 0:37
President.

Walls, Garrett 0:38
Commissioner, Banco.

Donald and Sunny Banka 0:40
Present.

Walls, Garrett 0:41
Commissioner Hogan.

Hogan, Becky 0:43
Present.

Walls, Garrett 0:44
And Commissioner Walls is also present. We have established a voting quorum with seven members present. The Pledge of Allegiance will not be said tonight, as tonight's meeting is virtual.
We'll move on to the approval of the Minutes from September 24th, 2025. Everyone received a draft of those minutes in their packet.
Did you all have an opportunity to read and review them?
Are there any amendments, corrections to the Minutes?
Xing Nan, the chair, moves to approve the minutes as presented without objection.
Do I have a second?
Thank you, Commissioner Banka.

Gayle Jetchick 1:14
Commissioner jetchik seconds.

Walls, Garrett 1:15

Oh, it's been moved and seconded to approve the minutes from the 24th of September without objection.
Is there any discussion on the motion?
Without discussion, is there any objection without objection?
The Minutes from the 24th will stand approved tonight. We've got four items of general business items. 8A3D the chair moves to approve the agenda as presented without objection.
Is there a second?

Colonel Mike Riley 1:39
2nd.

Walls, Garrett 1:40
Thank you, Commissioner Riley.
It's been moved and seconded to approve the agenda, as presented without objection.
Is there any discussion on the motion?
Now discussion. Is there any objection?
Without objection, the agenda will be adopted as presented.
I'll now read a summary of our policies and procedures for this evening's meeting. Please make sure your home or computer microphone is on mute. Unless you're speaking the planning and zoning Commission meeting is a quasi judicial hearing. There's no swearing in of those who will give testimony, but it is presumed that all parties are telling the truth when addressing the Commission as an applicant or their representative.
Please state your first and last name as well as the organization that you're representing.
You may additionally state if you are an Aurora resident. If you are addressing the Commission as a member of the general public for public testimony, please state your first and last name and if you are an Aurora.
Resident for each agenda item there will be an initial presentation by city staff. Afterward, Commissioners may ask questions of staff discussion of agenda items by Commissioners will be conducted only following a motion and a second following the staff presentation, the applicant or their representative may choose to make a presentation or answer questions.

The applicant will have 10 minutes for their presentation.
Commissioners may ask questions of the applicant.
Members of the public that have signed up to speak will each have 3 minutes to speak on the agenda item during the public comment period.
It is not that only new information be presented. The same arguments should not be repeated.
Commissioners may ask questions of the public following their comments after public comments, the applicant will have 5 minutes to address any public comments.
Commissioners may ask questions of the applicant.
The chair will ensure all Commissioners have no further questions of the applicant or staff. The chair will then call for the question after a motion has been made and seconded. The Commissioners will then discuss the case amongst themselves.
After the discussion, the chair will call the question.
Commissioners are finders of fact and will vote based on their evaluation of the evidence presented as compared to code Section 146. Our rulings by the planning and Zoning Commission are normally final.
Exceptions are zoning, map amendments, zoning code amendments and comprehensive plan amendments that need City Council approval decisions by the Commission can be appealed to City Council by presenting a written appeal to the city manager within 10 calendar days of the public hearing.
City Council also has the discretion to call up any case, whether an appeal has been made or not. Notices for this virtual meeting were published posted to the city website, and the development projects were posted with signs on the properties.
Notices were also mailed to adjacent land owners per city requirements. We don't have a consent agenda this evening, so this evening's first case is agenda item 8.
A and this is the 13th Ave. station urban renewal plan located in Ward one.
Proviso for any members of the public joining us, this agenda item is not a public hearing.
We'll be acting outside of a public hearing for this particular agenda item case manager this evening is Jennifer Orosco.
The applicant is the city of Aurora and 1st we will record for the Minutes any Commissioner site visits to the 13th Ave. station.
Commissioner Bank Commissioner Bush.
I can't see the rest of you.
Scrolling through.

Colonel Mike Riley 4:54
Kisha Riley went.

Walls, Garrett 4:54
But you.
Thank you, Commissioner Riley.

Colonel Mike Riley 4:57
Yep.

Hogan, Becky 4:58
Logan visited.

Walls, Garrett 4:59
Thank you, Commissioner Hogan, and thank you, Commissioner Geiser.
I think I've got everyone noted that visited. OK, Jennifer, the floor is yours.

Orozco, Jennifer 5:08
Thank you.
Good evening.
I'm Jennifer wroosco.
I work in urban renewal for the city and I really appreciate your time. Tonight I'd like to share about the 13th Ave. station Urban renewal area. This is a proposed area and unlike some of the other development cases that you'll be hearing tonight, this is not a public.
Hearing we are here because of state Statute, which has a very specific process that must must be undertaken before we can form a new urban renewal area.
And part of that process is appearing before you.
You to explain the plan and to seek your input. The state Statute says that the Planning Commission should review the plan and decide whether or not it conforms with the general plan of the municipality.
So tonight you're going to consider whether or not this proposed urban renewal plan conforms with our city comprehensive plan for our places.

Hanagami, Kendra 6:01
Me like that, no.
You guys probably like something.

Orozco, Jennifer 6:08
OK so.

Hanagami, Kendra 6:10
I think.

Orozco, Jennifer 6:10
A quick overview of our urban renewal process.
The first step in creating an urban renewal area is doing a a site survey and going out to see if there's sufficient factors of blight in the area that we're considering.
So this condition survey took place last year in the fall.
Then those findings went before council in the spring.
And they did. Did deem that those were sufficient in order to declare this area blighted and appropriate for urban renewal.
So that has happened since then, we have offered an urban renewal plan, a draft plan and we prepared an impact report which looks at the financial side of the urban renewal area and the project that we're trying to accomplish. And we prepared both of those documents and we.
Took them to our taxing partners in the area, so Aurora public schools and Mile High Club District, and we spent the summer explaining to them our plans and negotiating with them. And I'm proud to say that now here in the fall, we do have an agreement from all.
Three parties to cooperate on this project.
So we have draft cooperation agreements that we will be bringing.
They've been signed by the other parties.
We'll bring them forward to council for Council approval on the award side of things.
So everything's lining up very well and we're in good shape to move forward to to council later this year and then in the spring time have a public hearing.

Brock, Benjamin 7:21
I will.

Orozco, Jennifer 7:30
Here this is just a graphic to remind you those of you might not remember.
We have 21 urban renewal areas throughout the city.
And this would be our 22nd.
We're getting a little bit of feedback. Is everyone on here?
That helped. OK, so Council has the 13 express goals for urban renewal.
I've bolded the ones in this graphic to show the ones that are most relevant to the plan you're considering tonight.
Those concern things like Tod, housing choices, having public gathering spaces and great places, and then finally having affordable housing within the city.
Those are the most relevant goals for the plan that you're considering tonight.
So why?
Why are? Why are we doing this plan?
What is the purpose?
Well, the problem that we are trying to solve in this area is an access problem. We have two really attractive development sites near the 13th Ave. station, but they're both.
Difficult to get to.
There's one way in and out for both sites.
There's the RTD site that's on the northern part of the graphic here in blue. You can access that from 13th Ave. and then South of Tollgate Creek. There's the Bach.
We refer to it as the Bach home.
Site it is a privately, privately held land holding that is similarly handicapped by having only one point of access, and that's from Dillon Way and so.
Without having secondary access, neither one of these sites can fully ever develop to the level of density that the city has always envisioned in our comprehensive plan and in our stationary plan and in other documents for the city.
Here's a little glimpse of the current condition.
I was happy that some of you went out to visit the site.
That's great.
This photo is looking S from the parking lot. The RTD parking lot looking South.

There's a 4.5 acre land area where we could do development that's showing that here in this photo, there's 242 parking spots that are rarely used.
There's a few other photos from around the area.
You can see the Creek corridor.
You can see the current terminus of Dillon Way.
The largely empty parking lot. Current conditions.
Here's a graphic that shows the concept for the bridge connection.
It starts in the South, at the terminus of Dillon Way.
It moves N across the Tollgate Creek and then continues N along the edge of the RTD property up to 13th Ave. and the cost estimate that we've been working from is an $8 million cost estimate, but that's a few years old.
So we're crossing our fingers right now.
Engineering is underway, and so we're crossing our fingers, our toes, everything possible, really praying that the final number comes very close to 8 million. We'll see.
Even that's goodbyes.
Why here?
Why now?
And that's a great question because there's some development surrounding the site that dates to the 1960s.
So why hasn't this developed yet, and why is now the good time for it to happen?
The timing is good because if there's a lot of developments that are kind of coalescing right now, RTD is very open to redeveloping parking.
You know, initially when the line opened, they were very protective of communal parking, but they've really changed their position on that.
We have an acute housing shortage in the city and the crisis just seems to build each year.
We've recently completed the trail along the Creek Bach homes to the South, the site to the South.
They're ready to move forward and then more. The final thing is that there is a lot of grant money available right now for Tod.
So all of those together mean this is a great time to move forward.
And what would? What would be our impact?
It would be tremendous if we can get this bridge built, we can add over 950 homes to the city in a great central location and so on.
The RTD site on the north part of this graphic, there's been concept plans that have

showed that you could get about 430 units Max.
On that property and then looking at the southern property, the back homes property, their current concept shows about 526 unit.
Excuse me.
So that's that's a huge impact for this public improvement.
It's a zoomed in view of the back homes concept. This is not the the concept that you would see in the final site plan.
They're they're still working on their ideas, but it's meant to show that there is a a group of apartment buildings, four or five story buildings, a series of buildings, as well as.
As in this plan, they're looking at some rental town hall with attached garages.
So that's that's what they're looking at. And this shows you what could what could potentially fit on that site.
This is looking at the RTD property, another concept drawing and this concept drawing illustrates the fact that this property can accommodate several individual projects on on this single property, and it shows a variety of densities. It starts along the Creek with less dense product and then moves as.
It moves N to the station.
It becomes more dense.
In this particular design, goes up to 430 units.
That's kind of the maximum that would fit under this type of development.
Scenario.
So the dollars behind what we're doing, I mentioned the $8 million for the bridge.
So we've got 9 million to work with right now.
We have $4 million in grant funding from Dola.
It comes through two different grants that we received and then we have $5,000,000 that was loaned to us from Aura and the idea is that if we're successful establishing the urban renewal area, then we would use tax increment revenue from this area.
To repay that $5,000,000 loan over the next 25 years.
So a little bit more on the timeline. I mentioned the blight study and I mentioned the cooperation agreements that we have with the taxing entities. But I did want to mention that concurrently with this process, Daniel Krasinowski was working to update the stationary plan. And so all of.
Last year we worked together to do joint public outreach.
We did a couple of public meetings.

We had an online survey.
Yeah, we sent letters to property owners. We did postcards.
We really interacted with the public jointly to explain the vision and the implementation side of things, which is through this urban renewal plan.
So that's, that's those two things have been working in concert and so far it's worked.
Very neatly, Dan got the plan.
Final approval through council last month for the stationary plan, and then we're following right behind because we do refer to his plan in our documents. So we follow right behind.
And we will be starting to appear before Council in December, targeting the early spring for final final public hearing and adoption.
So looking at the details of the plan, which was your job with with the packet that you received before before the meeting, I've highlighted a couple of the plan, a few of the plan provisions from Section 7 that I think would probably have been most interesting to you.
That section really deals with the physical side of development in this area.
It talks about development principles, zoning, the preliminary concepts that I showed you, all those physical items are in this Section 7.
And then.
Excuse me, following that in Section 8, we have a narrative that describes how this proposed urban renewal plan relates to other plans of the city, such as the comp plan, the multi, the 13th Ave. Multimodal Corridor study, the housing strategy, all these other city documents we tried to.
Explain their relationship to the shared renewal plan in this Section 8.
Little glimpse visual glam zoning in the surrounding properties.
The two development sites that I mentioned are shown here. They're both mutode.
They're surrounded by a variety of other zoning categories, a lot of as I mentioned, a lot of this development dates to the 60s and 70s that that surrounds us.
And then sort of wrapping up at this table that summarizes what I think are the best connections between.
Our proposed urban renewal plan.
And various goals and recommended practices that are in Aurora places.
And so I think that on these topics, we do go pretty far in helping to implement these ideas from the Aurora places plan. We're trying to provide people an alternative way of living next to transit where they might not need to use a car or

taking advantage of.
Pedestrian and bicycle connections.
We're really trying to introduce some more housing and a variety of price points.
We're looking to get affordable housing at the RTD station. We're finding new partnerships. We're using urban renewal.
We're trying to concentrate development and we really do want to create a high quality new neighborhood that has great design, great parks, active places, that sort of thing.
So that's for the summary table of those connections between the plans and then to kind of summarize and wrap up again the question before you tonight is.
Does this proposed urban renewal plan conform with the city's comprehensive plan? Does it?
Does it implement Aurora places as you think it should?
And so tonight we're asking you to to let us know what you think of the plan.
Discuss it and if you're comfortable, vote on whether or not you agree that it conforms.
I do want to let you know that according to state statute, you do have.
It 30 days to review the plans.
So if you're not comfortable tonight, if there are unanswered questions or there's a lot of debate, wanna take more time? You do have more time.
But excuse me if you if you like what you see and you are comfortable, it'd be great if you could vote tonight.
And then we would take the Minutes.
Once they're final, we'll take the minutes with us when we go to Council.
So that's kind of all I have and I'm happy to answer questions and I thank you for your time.



Walls, Garrett 17:40

Great. Thank you for your presentation, Jennifer, great job.
I'll open the floor for questions from the Commission and we'll start right off the top with Commissioner Geiser.

BG

Bob Gaiser 17:49

Yes, usually a tiff is a rebate of sales tax.
So for residential units, this would be a rebate of property taxes.

Orozco, Jennifer 18:02
Yeah.
Property tax and use tax.

Bob Gaiser 18:07
So is it both use and property tax?

Orozco, Jennifer 18:12
Yes, it is both and it's not exactly a rebate in this situation. The the funds would flow to Aura and then we would use that to repay the loan. The the city would use that to repay the loan.

Bob Gaiser 18:25
So that would reduce the income to the to the Aurora and to all those the public schools and the.
Of the third person.

Orozco, Jennifer 18:38
Mile High flow gistter.
It doesn't reduce.
Well, what it does is it.

Bob Gaiser 18:43
That's what a TIF does.
Is it reduces the income?

Orozco, Jennifer 18:48
Yes, but for our involvement here in creating this bridge, there would be no tax revenue.
So it takes a portion of the new tax revenue and uses that to repay the the $5,000,000 debt that we would have. But because the because we enable all this new development going forward, a portion of it would be available over the 25 years and.
Then, after the 25 years, all of that new revenue will flow to the original.
Taxing entities.

Bob Gaiser 19:17
So as I said, all all three taxi entities would receive less.
Property taxes.

Orozco, Jennifer 19:25
Initially, but they've all agreed to a cooperation agreement with us and we did talk about the numbers with each of them and they're all comfortable with this with helping with this project.

Bob Gaiser 19:35
That's interesting. When the city of Aurora is facing such financial pressure in the next year coming years.

Orozco, Jennifer 19:44
Well, we're not.

Bob Gaiser 19:45
That's all I have to say.

Orozco, Jennifer 19:46
Yeah, we're we're focused.
Not necessarily. On the next year, but the next 2530 fifty years out, we're we're very long term.

Bob Gaiser 19:54
I know, but there are still forecasting the next couple of years will be short and the problem is that the city of Aurora has 75% of its income coming from sales tax. That's gonna go down because people aren't shopping at shopping centers and etcetera.

Orozco, Jennifer 20:15
But we're not touching sales tax 'cause there won't be any in this area, but we will have 900 new homes filled full of people that will be shopping.
So hopefully that'll help.

Bob Gaiser 20:26
I'm still takes away income from the city of Aurora.

Walls, Garrett 20:32
Thank you, Commissioner Geisler.
Just a follow up, Jennifer, you mentioned discussing the numbers. Do you happen to have the delta change or reduction in property tax that will go to those 3 entities by any chance or do you know off the top of your head what the reduction would be?

Orozco, Jennifer 20:44
It's not.
It's not a reduction, it's a share of the increment above the base and the base actually doesn't does increase.

Walls, Garrett 20:53
Sure. Sorry. Let let me rephrase. How much less will those 3 entities be receiving as per their agreement to this particular TIF or project?

Orozco, Jennifer 21:05
I don't have a number of a percentage mile height. Flood District has committed 100% of their revenues for this project.
Arapahoe County has committed 60% of their revenues.
APS has committed 70% and then the city 100%.

Walls, Garrett 21:21
OK.
Thank you.
Further questions from the Commission, Commissioner Riley.

Colonel Mike Riley 21:25
Thank you.
So looking at the grant, how long are they gonna last?
I mean, if you haven't started using yet and then the cost that you estimate with the grant money, I think we're gonna figure eventually that's gonna be more expensive

in the out years.
So I just wanna make sure that the grants don't expire if they're not used right away.

Orozco, Jennifer 21:44
Yeah, we are on a clock with the grants. The first one goes through. We need to spend the money and it's paying for engineering fees right now. And so it it needs to be spent by next October.
And so that's the 1st $2,000,000 and we've we do have engineers actively working on it.
So we are spending that money. The second grant has a longer timeline.
The the second grant will go towards actual construction costs and then then we have the the matching funds through the loan and that doesn't have a timeline on that.

Colonel Mike Riley 22:15
OK. And then looking at our read ahead package, you know on the urban renewal plan and the criteria you have here, I went to the Colfax BRT hearing last night.
I've been involved with connect Aurora and I'm also engaged in the Fitzsimmons Innovation Center.
I didn't hear any of that discussed in tying things in, especially with Colfax BRT.
Is there any consideration for some of these other?
Multimodal transportation, land use, and employment.
Center opportunities to strengthen your proposal.

Orozco, Jennifer 22:52
Well, this proposal is looking at this specific area around the station and people who live in who will live in these areas can hop on the trail or on the train to get up to the campus.
The urban renewal area is larger than those two TIF areas because that was the area of the study for the blight study.
But there is a presumption that if we wanted to support any development in the broader yellow boundary, that's not in any of these TIF areas.
We would go ahead and amend the plan and create a new TIF area for any new development and so if if we were to do something along Colfax, that would be a whole another process that we would, we would amend this plan and have a whole

focused idea.
For what would happen there, and yes, we would definitely want to tie into BRT and link in with the campus.
And so yes, we we kind of just left that we wanted to signal to the world that yes, we're open to doing urban renewal, but when it comes down to a specific project or a specific plan in that area, we will need to do a special amendment to.
This plan and really focus on that particular proposal.

Colonel Mike Riley 24:02
OK.
Thank you very much.

Walls, Garrett 24:05
Further questions for staff.
OK, seeing none.
And since this is not a public hearing, I will entertain a motion on agenda item 8A.

Hogan, Becky 24:28
Commissioner Wallace, item 8, A 13th Ave. station urban renewal plan based upon the presentation and discussion at this evening's public hearing, I move that the planning and zoning Commission find the proposed 13th Ave. station Urban renewal plan conforms with the general Plan for development of the M.
As a whole.

Walls, Garrett 24:56
Great, thank you, Commissioner Hogan, do I have a second on the approval of 8A?
Thank you, Commissioner Riley.
I will open up the floor for discussion as we have a valid motion and 2nd on the approval of ADA. I'd like to start off with this discussion by saying I I think that Aura and urban renewal within the city, how it's been used strategically with TIFF and.
And various grants and multiple sources of funding, I think is the way to do it.
I think this sets the standard for public private partnership development and redeveloping sites specifically that that we've identified as a Community need assistance, need help our blighted areas of the city and this has been a blighted location for quite a while, driving past it every day I think.

Gayle Jetchick 25:39
Yes. Yeah.

Walls, Garrett 25:42
Designating this urban renewal plan is the first of many steps forward, and I'm excited to see future projects of development within this urban.
And renewal plan, so I fully support.
Agenda item 8.
A and designating 13th Ave. station as the urban renewal plan as it's been presented to us.
So thank you.
Further discussion on the approval of 8A.
Seeing none, I'll call the roll Commissioner Jecic.

Gayle Jetchick 26:13
Move.

Walls, Garrett 26:13
Commissioner Bush.

Melvin Bush 26:14
Approve.

Walls, Garrett 26:15
Commissioner geyser.

Bob Gaiser 26:17
Approve.

Walls, Garrett 26:18
Commissioner Riley.

Colonel Mike Riley 26:19
Approved.

Walls, Garrett 26:20
Commissioner, banker.

Donald and Sunny Banka 26:22
Approve.

Walls, Garrett 26:23
Commissioner Hogan.

Hogan, Becky 26:24
Approve.

Walls, Garrett 26:25
And Commissioner Walls also votes to approve agenda. Item 8A will be approved, recommending the City Council. Thank you, Jennifer.
OK. We will move on to agenda item 8B, which is the UDO Amendment text change for the accidental potential zone district that's affecting all of our wards. Our case manager this evening is Jeremiah Fettig.
And City of Aurora is the applicant.
Jeremiah, the floor is yours.

Fettig, Jeremiah 26:53
All right.
Good evening, commissioners.
I'm Jeremiah Fettig and I'll be presenting the proposed UDO text amendments for the accident potential zone District this evening.
So the planning and business Development Department recommends amending the Unified Development Ordinance, or the UDL, to promote additional development opportunities in the accident potential zone or Apz district.
The proposed text amendment is to clarify development standards and requirements while protecting public health, safety and the general welfare of the district.
Through these proposed amendments, no property would be made non conforming and additionally the proposal is to generally add back in a previously permitted use light manufacturing and then some general cleanup items.

The Apz District's purpose is to ensure development around Buckley space for space complies with the regulations of the US Department of Defense development interests for the undeveloped properties within the APD, Apz District began staff's examination of the current APC District standards, where opportunities were identified to.
Update the udl to allow for additional development.
So prior to October of 2019, the Apz district.
Was an overlay zone district with underlying zoning designations.
So this meant that development standards and uses were governed by the underlying zone district, while the apz overlay imposed additional standards and restrictions during the UDO update in 2019, the Apz district was revised to a standalone zone district designation from that previous overlay Zone district.
So this updates off previously residential and non residential zone district designations.
Become solely the Apz district under the previous code manufacturing, processing and fabrication was a permitted use in underlying business and office zone districts, which were B districts and industrial zoning districts which were M districts.
So today's current light manufacturing use and definition aligns with what was previously permitted in the B&M districts prior to that 2019 update.
So on the screen before you is a map showing the Apz district limits based on the prescribed measurements from the Buckley space for space runways.
So the district is comprised of the clear zone, but shown as CZ and then as we get further away from the actual base itself, we see apz one and then APZ 2.
So as I mentioned, the clear zone is the nearest to the base that's located right at the end of the runways, and then Apz 1 next, then APZ 2 as you get further away from the runways.
There are additionally North and South designations or delineations to the Apz district. And then I did want to note that the city owns large areas of budding Buckley and those are zoned parks and open space. But within that parks and open Space Zone District in Section 2 point.
Five of the UDO there's very prescribed restrictions to what the city can cannot do.
So basically it's default apz, but it's owned parks and open space.
So the map on the left is the former zoning, so this was prior to October of 2019.
So you can see individual zone districts such as B districts in Red M districts in Gray residential districts in yellow, and then the map on the right is today's zoning. So

areas directly abutting and adjacent to Buckley that represent the Apz district now are shown in the dark.
Gray so generally this runs northwest to southeast.
With an east West oriented area along 10th Ave.
So you can also see the green parks and open space zoned areas in proximity to Buckley.
So the text Amendment proposal includes changes to three sections of the EDL.
The sections are special purpose districts permitted use table and dimensional standards. So staff proposes revising the dimensional standard applicability from the existing reference for business Tech I-1 Zone District to the existing standards in Section 146 Dash, 4.2 Table 4.2 Dash 4.
Additionally, within that section, we proposed deleting a text reference.
Two site plans to capture a broader range of applicable or application types when we apply evaluation criteria.
It's not all development may require a site plan.
And the permitted use table we propose adding light manufacturing as a permitted use and additionally we propose adding short term rental, home, adult or Child Day Center and home occupation as permitted accessory uses to existing residential properties.
Then the final text revision is adding a 38 foot height maximum for residential uses in table 4.2 dash four of the dimensional standards.
So legal notice was published in the Aurora Sentinel in compliance with EDL and Buckley.
Space Force Base was a referral agency for the development application and did provide comments on the proposal with concerns about additional proposed text amendments they beat as relating to increasing residential density. So due to timing of this item going to public hearing before you all this evening and.
Plan for City Council and then with the government shutdown staff was unable to discuss and explain those additional proposals.
Those revisions, as proposed, would have resulted in no change to residential density than what's in the code.
But we left it as it was and removed those items from the original text ordinance proposal.
So a more comprehensive review and update to the Apz district is likely to occur in the future just based on staff's observations and review of the code.

So Buckley's comments were included as Exhibit C in tonight's packet for agenda item 8.
Be.
So the proposed UDO text amendment for there's the vision and goals of the Aurora places comprehensive plan, specifically the principles a strong economy and a healthy community.
So by providing additional development and employment opportunities, while also maintaining a safe environment.
On the slide before you is the approval criteria for ordinance text amendments to the UDL and staff believes the proposal meets approval criteria C.
So staff recommends approval of the ordinance text amendment to the City Council for the Apz District because it is consistent with the spirit and intent of the comprehensive plan and policies adopted by City Council and is required to promote economic growth and investment that will not create mater.
Risks to the public health, safety and welfare. So with that, that concludes my presentation and I am available for any questions. Thank you.



Walls, Garrett 33:58
Great. Thank you, Jeremiah.
I'll open the floor for questions from the Commission.
I think I just have one and it's from exhibit C that you just mentioned from Buckley. They were concerned about.
The changes being unexpected, which is what it is, but they were concerned about the potential for increasing the residential density in the APZ district, and I'd like you to speak to that concern just a little bit.

FJ

Fettig, Jeremiah 34:24
Mm-hmm.
Yeah. So we had proposed to move the one dwelling unit per acre from the new specific standards and move that into the dimensional standards.
So that table 4.2 dash 4 just because right as staff? Well, we answer the phone, we get a question.
Typically we don't go search for dimensional standards in the use specific standards. Rather, we would look at the, you know, dimensional standards in section 4.2 of the UDO.

Additionally.
We did review the Department of Defense.
And they permit or they're, I guess installation manual does allow up to two dwelling units per acre, and we did not.
You know, ask to increase that. We were just like moving the information from one section of the code to the other.
So yeah, we feel that there would be no result in residential density based on those proposals.



Walls, Garrett 35:20
Did you actually have? Was there some sort of interface with Buckley beyond the letter that they submitted? Were there conversations back and forth or?
I'm I'm curious why the letter doesn't go quite far enough.
It says that they don't support it in its current iteration or its current language, but I don't get a sense of really why Buckley's not supportive of this, and so that leads me to my question of should this maybe wait until the federal government is resumed?
And?
Go through a layer of transparency with with a base and with the federal government before we move forward as a city.

Fettig, Jeremiah 35:55
Yeah. So we removed the items of concern completely from the proposed UDO amendment.
So the rest of the changes were conveyed. You know, majority of those I believe were conveyed and they did not raise concern over what we have before you this evening.
So there were prior conversations before we proposed this text amendment.



Walls, Garrett 36:11
Perfect.

Fettig, Jeremiah 36:16
We do have a contact at the base, one of the planning staff there, so.
The light industrial or light manufacturing use was.
Proposed and agreed to by them, and that's where we then set off to do this proposed amendment.

But they didn't raise concern with any of the other items in the UDO text amendment that that's in the exhibit B.

Walls, Garrett 36:31
Great. Thank you.
OK.
That's an important clarification.
Thank you very much.
Further questions from the Commission.
OK, seeing none. Susan, do we have any members of the public signed up to speak on 8B?

Chapel, Susan 36:53
Chair. We do, and that person is Sal Perdomo.
And they should be able to speak now.

Walls, Garrett 37:03
OK.
You have the ability to unmute yourself.
You'll have 3 minutes to speak. Please state your name for the record and if you are an Aurora resident.

Sal Perdomo 37:12
Yes. Can you hear me OK?

Walls, Garrett 37:13
Yes, go ahead.

Sal Perdomo 37:15
Thank you.
This is Sal Perdomo.
I'm not a resident of Aurora. The firm I work for is Titan Development and.
Yeah. Anything else?

Walls, Garrett 37:26
Nope, that's it. Go ahead.

Sal Perdomo 37:27
Thank you.
Well, good evening. Chair members of the Planning and Zoning Commission.
I appreciate you giving me a few minutes to speak.
Our firm Titan development is the contract purchaser of a 76 acre infill property located in Aurora within the Apz zone.
We are fully in support of this change as it will allow light manufacturing uses within the APC zone and will enhance economic development and employment opportunities within this area of Aurora.
I'd also like to thank planning staff for all their hard work, their hard work to bring forward this proposed.
Text amendment and for adene in conversations with Buckley, who as mentioned was supportive of this proposed change. We look forward to working in the city of Aurora and thank you for your time.

Walls, Garrett 38:09
Great. Thank you for your testimony, Sal. Any questions from the Commission?
OK. Susan, do we have anyone else signed up to speak?

Chapel, Susan 38:19
Chair wells. We do not.

Walls, Garrett 38:21
OK. And I will conclude this portion of the public hearing and entertain a motion on agenda item 8B.
OK. On agenda, item 8B, the chair rises to a motion, the UDO text amendment, based on the staff recommendation, the presentation and discussion at this evening's public hearing. I move to recommend approval to the Aurora City Council of the ordinance text amendment to unified development. Ord.

Donald and Sunny Banka 38:36
OK.

Walls, Garrett 38:50
To allow for text changes for the Apz district because the proposal complies with the requirements of code section 146-541C3B of the UDO, for the reasons stated in the staff report.
The chairs moved to approve the agenda.
Item 8B is there a second?

Melvin Bush 39:07
I still 2nd.

Walls, Garrett 39:07
Thank you, Commissioner bacon.
It's been moved and seconded to approve AB.
I'll open the floor for discussion from the Commission. First of all, I'd like to say it's good to see these kind of text amendment changes to the UDO that clarify the further clarify, especially something like this where there have been an iteration of changes throughout the years as.
A udo is adopted and and second of all it's great to have public testimony present. Actually speaking to some of these text changes.
Or udo changes. We don't often get.
Public testimony and to hear from a developer that's actually developing a decent sized piece of land in an apz district. That's really helpful for the Commission and I fully support moving this forward and recommending the City Council the approval of 8B.
Further discussion on the approval of AB.
Seeing none, I'll call the roll Commissioner Jecic.

Gayle Jetchick 39:59
Approve.



Walls, Garrett 40:00

Commissioner Bush.

MB **Melvin Bush** 40:02

Approve.



Walls, Garrett 40:03

Commissioner geiser.

BG **Bob Gaiser** 40:04

Approve.



Walls, Garrett 40:05

Commissioner Riley.

CR **Colonel Mike Riley** 40:06

Approve.



Walls, Garrett 40:07

Commissioner, banker Commissioner Hogan.

D **Donald and Sunny Banka** 40:09

Approved.

HB **Hogan, Becky** 40:11

Approve.



Walls, Garrett 40:12

And Commissioner Walls also votes to approve that seven votes to approve agenda item 8B is approved.

Thank you, Jeremiah.

FJ **Fettig, Jeremiah** 40:20

Thank you.

Walls, Garrett 40:22
OK, moving on to 8C, which will be a joint presentation for 8C and 8D, although we will handle those motions separately recording for the Minutes site visits to the bubble car wash potential location at Station 60, Commissioner Bank Commissioner Riley, Commissioner Bush, Commissioner Jecic Comm.
Geiser and commissioner walls. OK, HC is the bubble bath car wash at Station 60, which is?

Donald and Sunny Banka 40:42
Yeah.

Walls, Garrett 40:48
The first motion that will entertain after the public hearing is the conditional use.
Second being the site plan.
And located in Ward 2.
Our case manager this evening is Steven Gabru.
The applicant is Evergreen Devco Steven. The floor is yours.

Gubrud, Stephen 41:03
Thank you.
Good evening, chair and members of the Commission. This is Steven Gouvrewd and I will be presenting agenda items 8C and 8D on behalf of planning and business development staff for your consideration this evening.
The applicant's agent, Kimleigh Horne, Associates on behalf of the applicant Evergreen Devco, is requesting approval of the conditional use for an automated motor vehicle wash located within the MUC Zone District.
The applicant is also requesting approval of a site plan for the approximately 4302 square foot car wash tunnel on an approximately 1.69 acre site.
No adjustments have been requested as part of this proposal.
Currently on Screen is a vicinity map showing the subject properties, general location. The proposed site is located directly north of East Colfax Ave. between Norfolk St. and Airport Blvd.
The subject parcel is also located within planning area. Three of the station 60 Master Plan Station 60 is bound by Colfax Ave. to the South Airport Blvd. To the east Norfolk

St. to the West and the Highline Canal Trail corridor on the north.
PA3 is designated as being intended for commercial development.
Here we have a more up-to-date aerial image that is from September of this year.
You can see the quick trip fueling station, now constructed to the east of the subject site and the mural affordable multifamily community is located there to the north of the proposed site.
The subject property is zoned MUC mixed-use corridor zone district.
It is located within City Sub area A and is part of the city corridor. Place type according to the Aurora places comprehensive plan.
All adjacent properties are also located within the MUC Zone District. Other nearby zoning designations include the RMH residential manufactured home district to the West and northeast.
R2 medium density residential district to the northwest.
R1 low density, single family residential district. A little further to the northwest as well.
And we do have some POS parks and open space zoning to the north.
The purpose of the MUC district is to provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods. Those travelling on adjacent collector or arterial corridors, and to allow for higher intensity, general business and service activities.
Development within the MUC district should be located and designed to allow for access by pedestrians, bicycles, and public transportation, in addition to automobiles specific to sub area a, the district is intended to promote sustainable infill.
Redevelopment of older commercial sites while mitigating impacts of this development on Sur.
Areas.
I'll now go through some of the site photos relating to this case. This first slide shows a NE and northwest facing view of the property as viewed from East Colfax Ave.
You can also see the public hearing notice sign for this evening's hearing. In the foreground there.
Here we have an east facing image taken from that same location along Colfax.
You can observe the quick trip motor vehicle fueling station to the east across.
One of the developments, private roadways.
This image is a West facing view of the subject.
Parcel taken from that private roadway, you were just looking at and that is looking

out to the West towards Norfolk St.
And then lastly, we do have a S facing image of the vacant property as seen from the East West aligned Private road located at the subject properties northern boundary.
5 adjacent properties and 14 registered or five adjacent property owners rather, and 14 registered neighborhood organizations were notified about the development application.
No comments were received during the proposals for formal review cycles.
Mailed notices and public hearing and the public hearing notice board were sent and posted a minimum, a minimum of 10 days prior to tonight's meeting, in accordance with the requirements of city code.
Following posting of the public notice sign 5 comments were received regarding.
The proposal, all expressing opposition to the project.
Three of these comments were initially included in your packets as Exhibit D and the other two were included via an addendum.
Main topics of concern raised from the public. Comments include proximity to other car wash uses in the area concerned with water use and conservation practices.
Quality of the building, architecture and overall design, and the general maintenance and operation standards of the station 60 development.
During staff review of the development, application planning worked with the applicant on a variety of design elements for the site.
The most critical of which include architecture and four sided building design. Overall landscaping and screening of vehicle queuing areas and building frontage orientation and provision of typical on site amenities.
Oops.
Another key consideration specific to conditional use applications is fulfillment of the CUP criteria currently listed on screen to briefly expand those criteria require that the application must comply with applicable standards of city code as well as the station 60 master plan.
Be consistent with the comprehensive plan, including the city corridor place type designation.
Be compatible with the size, scale, height, density, traffic impacts and hours of operation of existing opposed uses in the surrounding area, not change the predominant character of the surrounding area.
Utilize or provide adequate, multimodal, multimodal infrastructure to serve the site, not dislocate existing tenants or occupants of the property, and provide mitigation

for any adverse effects to the highest degree practicable.
Udo, Section 146 Dash 4.8 lists the various building design standards applicable to development within Aurora during the four reviews which have occurred for this project.
A number of considerations regarding this code section were addressed in order to improve the aesthetic and practical qualities of the building and site architecture was identified as a particularly critical element for meeting the conditional use criteria due to high visibility along east.
Colfax Ave.
After discussions and modifications to the plans, the proposed building now implements methods of horizontal articulation, including changes in materials and roof form, to break up the longer facades and provide A level of visual interest on the east facing primary facade. Architectural elements have been included, such as Incre.
Glazing and use of an awning that will include pedestrian scale light fixtures.
Masonry will be visible on all elements.
As the building will feature a tower structure that is clad entirely in stacked stone.
You'll see on these plans from the most recent submittal that an electronic message board was proposed for the two locations on this elevation that those were both located on the tower.
The applicant has been informed that Embs are limited to ground mounted monument signs and therefore this feature will be removed from subsequent submittals.
As it pertains to landscaping, the applicant worked with staff to find solutions on how to adequately landscape the site to accommodate this automobile oriented use.
As the subject parcel is surrounded on three sides by right of way, a well integrated, well integrated landscape design was necessary to screen any vehicle queuing areas and reduce the impact of docked doors when not in operation. Special attention was placed on the landscape buffer along the Souther.
Edge of the site, which fronts on to East Colfax Ave.
In this area, a robust planting of shrubs and use of trees such as Colorado Bristlecone pine will be used to maintain an appealing and natural on St. ambience.
When addressing any type of development application that involves the construction of a primary building, St. frontage and overall site configuration are a high priority from a planning perspective.

Buildings within the MUC Zone District are required to front onto a public or private St. built to city of Aurora roadway manual specifications. The proposal achieves this by fronting on to the private road located along the site's eastern edge.
This will help to create visual engagement for those exiting the adjacent automobile fueling station located across that private drive.
Furthermore, the applicant has worked with staff to include a pedestrian patio area which will feature amenities such as seating and trash receptacles, allowing employees or customers an area to sit and take a break as necessary.
The Bubble bath car washes business operations plan indicates that the business intends to be open for 12 hours each day.
That will occur from 8:00.
AM to 8:00 PM, the business would have two shifts per day, with three to five employees on site per shift. Bicycle parking has also been included in the form of U racks as required by city code.
Udo, Section 146 dash 4.5.34.5.4.
.146 dash. 5.4.3.8.3. Excuse me. I'm so sorry.
List the criteria necessary to approve a conditional use application staff finds that the application does meet these criteria because the application complies with all applicable standards and criteria in the Unified Development Ordinance. It's consistent with the comprehensive plan City corridor place type.
And will help further city goals of supporting new commercial uses within this place.
Type that can serve the surrounding neighborhoods. The size, scale, height, density, traffic impacts and hour of operations are compatible with existing uses in the area and will not change the predominant character of the area. There is adequate capacity with existing and proposed infrastructure to serve the proposed develop.
And adverse impacts to the surrounding area have been mitigated.
Udo, Section 146 Dash 5.4, point 3, point B, .2, Point C list. The criteria necessary to approve a site plan. Application staff finds that the application meets these criteria because the application does comply with the standards and criteria within the unified development Ord.
The site development utilizes and provides improvement to existing city infrastructure.
The application would improve upon and expand multimodal connections with adjacent sites and surrounding development.
The landscape buffers, site circulation and access design mitigate any adverse

impacts to the surrounding area to the highest degree practicable and the size, scale, height, density, multimodal traffic impacts and hours of operation are compatible with existing and planned future uses within that area.
Based on these findings, and for the reasons stated in tonight's presentation and within the staff report, staff recommends approval of agenda item 8C conditional use request to allow a motor vehicle wash within the MUC Zone district for the for the aforementioned reasons. Staff also recommends approval of.
Agenda item 8.
D to allow for a site plan for an approximately 4302 square foot car wash facility on an approximately 1.69 acre site.
Approval to be subject to one condition.
Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits, and with that I've concluded my presentation and I'm happy to answer any questions you may have.
The applicant is also present and does have a presentation as well that will follow mine. Thank you.



Walls, Garrett 53:39
Great. Thank you, Steven.
I'll open the floor for questions from the Commission.
Commissioner Riley.



Colonel Mike Riley 53:47
Probably not very germane to the actual recommendations coming up, but I attended an Aurora water presentation the other day and we're hearing that we're gonna start seeing a reduction in available water. And when you do these plans for car washes, are there any considerations that are levied as?
Far as reutilization of water.
As we look at the requirement to have 8000.
Acre foots to substantiate and to keep.
Areas with water.



Gubrud, Stephen 54:25
It looks like Sarah Young, who is our representative from Aurora Water, has activated her camera and I guess I would probably defer that question to her.

Colonel Mike Riley 54:32
Thank you.


Young, Sarah 54:34
Good evening, commissioners. Yes, absolutely.
We consider reuse or considering car washes and well. So across the city we have what's called a large water user guide. That requirement restricts.
Or restricts development, especially industrial and commercial properties, to a certain gallons per day per acre.
So that's how we.
Kind of manage overall water use for different industrial and commercial properties.
As you can imagine though, car washes and laundromats, a specific examples are a very small footprint and relatively a higher water use, so often times they do not fit into that large water user guide but in.
Order to still allow those types of facilities instead, what we require is that car washes recycle at least.
75% of the water that they.
Use and then we also require that laundromats as an example use the highest efficiency appliances.

Colonel Mike Riley 55:40
Thank you very much.


Young, Sarah 55:42
You're welcome.


Walls, Garrett 55:43
And Sarah, just before we let you go, can you give your full name and title and department with the city just for our minutes?


Young, Sarah 55:49
Sure. Yeah, I'm Sarah young.
I'm an assistant general manager in Aurora Water.

I oversee the planning.
Engineering and technology teams for the water department.


Walls, Garrett 56:00
Great. Thank you.


Young, Sarah 56:01
You're welcome.


Walls, Garrett 56:01
Further questions for staff from the Commission.
I.
I guess I just had a question and especially due to some of our appeals that have recently been heard at City Council on on sort of business density, how in your public meetings and in your interface with the public since we have, you know, obviously the blue she?
Submitted and quite a bit of testimony included from the public against this particular conditional use.
What does your interface look like with the public and and what's the staff response to the public as it relates?
To the density.
Issue to the Community kind of speaking against this particular application. How does staff respond to that?


Gubrud, Stephen 56:46
I guess to address the first part of that question, I think what you're getting at is what is kind of the platform for those comments to be submitted?
Am I correct?


Walls, Garrett 56:56
No, I think we've we've got the comments and and we have that in front of us.
I was just curious how staff responds to any of those.
How was responded to in any of the public meetings, if any of the this particular feedback was received by staff, what's the response from city staff to the public?



Gubrud, Stephen 57:14

Well, I guess specifically in this case I will say this to begin with, there hasn't been a public meeting prior to this one that has occurred and that is because no, no comments were received during the actual formal review periods due to the nature and the timing of.

When these comments were received, I was able to respond to those on a case by case basis.

I know some were also addressed to members of City Council and the mayor, and I know.

Some responses happened there as well.

And so yeah, typically we just respond to those on a on a personal basis as as they come in, if that makes sense.



Walls, Garrett 57:53

Sure. And I'm I'm pressing you a little bit.

I'd like to know what your responses were to the public.



Gubrud, Stephen 57:59

Oh, and absolutely, yeah.



Walls, Garrett 57:59

Can you walk us through? Yeah.



Gubrud, Stephen 58:01

Yeah, speaking more towards guy, I think the second part of what you were saying there, you know what we do understand that there are concerns about density and colocations of certain kinds of businesses.

Really, from a planning perspective, we look at given application to meet the criteria within the UDO and the approval criteria for the specific application type.

You know, we I've tried to be as commutative as possible with members of the public.

Relay to them those sections of city codes that are applicable and invite them to review them and come speak at the meeting. If they do feel so inclined.

Walls, Garrett 58:38

Thank you, Steven.

Further questions for staff from the Commission.

OK, seeing none, we'll move on to the applicant's presentation.

You'll have 10 minutes to present.

Please identify your name, company and optionally you can state whether or not you're an Aurora resident.

Glavas, Jessica 58:57

Good evening.

Can you hear me?

Walls, Garrett 58:59

Yes.

Glavas, Jessica 59:00

Great.

Again, good evening.

Thank you all for your time this evening.

Thank you, Steven for your presentation.

I'm Jessica gloves.

You all have seen me before.

And you probably wonder why I'm here, as I am a quick trip employee.

I'll get to that briefly.

So let me intro my team. Next slide please.

I don't think I can change it, so I'm from QuikTrip.

I have on the phone, Ashley Goodrich, our civil project manager Andrew Lundberg with Kimley Horn.

The civil engineer, Jeff Plank, with Kimley Horne, our traffic engineer, David Foster, and Amelia Stefan, our attorney, partners. Next slide, please.

So who is bubble bath?

Bubble Bath was founded in San Antonio, TX in 2005.

They are, or well are family owned and operated.

I'll get to this part. So quick Trip has acquired Bubble Bath because they shared our

values of customer service and operation.
So we are all family owned and operate all of our locations. As we've discussed before, no franchises.
We also like that they were more than a car wash with a goal to be a responsible community partner and therefore primary tenants of business are supporting our neighbors nurturing the next generation, serving those who serve and protecting our planet.
Next slide.
Oh, wait, sorry. Stay here.
I didn't realize that was on the same slide.
My bad.
So our acquisition, as I said because it is a cultural and philanthropic fit, quick trip, decided to acquire Bubble Bath.
We are now calling it QT bubble bath and we love that they fit with Quiktrip's culture.
And goals.
To promote employees from within and be a responsible community partner.
Our future plans with bubble back QT Bubble bath are to expand.
The car wash business combined the car wash service with QT Rewards and then provide more opportunities for employees like myself to grow and succeed.
Next slide.
Now for real this time. So the site location Steven already kind of went over this.
It's between airport and Norfolk on Colfax. Next slide.
This is our master plan for station 60.
This slide really is so I could provide a little bit more history of this site.
Right. We partnered initially with Kentro Group to master Plan this 23 plus acre parcel starting in 2020.
We also worked with the neighbor to the South, Salud, to determine and design the realignment of Norfolk.
So we can have a cohesive development of the whole area corridor. We then worked with Rors to bring the affordable housing development on the north portion of the property.
And now we are working with Evergreen Devcodes.
To bring some commercial development to the remainder of the property so that we have overall cohesive residential and retail community and we think This site is a great fit for us due to zoning surrounding use, compatibility of the traffic that already

exists on Colfax and access.
And let's see.
Next slide now and I will hand it off to David Foster and be here for questions at the end.

David Foster 1:02:34
Good evening, Mr. chair. Members of the Planning Commission, David Foster with Foster Graham, I.
I want to be brief because Steven did a really, really fine job in his presentation and in the staff report walking through criteria.
This is actually a criteria that wasn't mentioned 146335 RR. This is actually a distance requirement.
And we need to be 500 feet from the intersection and we are.
Like 650 feet.
So this is that one objective distance requirement that.
It is appropriate for this conditional use approval. Next slide please.
These are again the same criteria that Stephen went through.
Just highlighted a little bit differently.
Identify a couple of different issues. You know, in this particular instance, as you know, because you saw it back in 2022.
And City Council approved it as well. In 2022, the station 60 master plan.
And that was just three years ago.
Many of you may have been on this Commission at that time reviewing and approving us, and it identified this very.
Site for commercial use of this nature.
It's consistent with the UDO and the master plan. It's consistent with the comprehensive plan of the city. We have have been shown the city corridor place type.
And in fact, we identify on page 44 that this area is an auto oriented area in in fact and and it makes this proposed use entirely consistent with the comprehensive plan.
Next slide please.
The third criteria here size scale, height, density.
You know, this is another criteria, of course that's important.
This also kind of interplays a lot with the site plan.
Plan criteria and you probably saw in the staff report a lot of time has been spent on

proper orientation architecture. The foresighted architecture that Steven spoke about just a moment ago.
And a lot of the landscaping issues, fours compatibility with existing and planned uses in the surrounding area.
Again, I I it's not often that I have a master plan that is so site specific to turn 2.
Like they do in tonight's hearing, like the station 60 plan.
But we have that available, the city's infrastructure.
Commissioner Bailey asked the question about Aurora Water.
We'll meet all of Aurora water standards.
That it.
That's not a debatable issue.
You know, water reclamation is fundamental in these types of uses, and of course water is too precious and frankly in Aurora, water is too expensive.
Not to be doing it the right way.
The next slide please.
That we are not going to be dislocating any tenants or occupants, we know this is vacant property and then seven is the application mitigates adverse impacts that goes back to the landscaping, the architecture of the orientation. We believe that the impacts have been mitigated to the greatest ext.
Possible. I certainly understand and appreciate.
Concerns from others in in the Community in terms of.
Of competition, I don't view that as a criteria in terms of adverse impact that you would otherwise review in this quasi judicial process. Based on these criteria will be available to answer any questions as well. And I think I'm turning it back over to Andrew or to J.
Or to somebody. OK.

GJ **Glavas, Jessica** 1:06:31
Over to Andrew, it's perfect.

LA **Lundberg, Andrew** 1:06:36
Hi, can you guys hear me?

GJ **Glavas, Jessica** 1:06:38
Yes.

Lundberg, Andrew 1:06:38

Great.
Yeah, as mentioned before, my name is Andrew Lundberg. I work with Kimlee Horne.
We are the civil engineers that have been working with QuikTrip on this project.
With the development and the site plan and landscape.
As Steven spoke before, there are several criteria as far as site plan approval. We believe that we meet all of those the application does comply with all standards.
Of the UDO, and we have been addressing any comments the city has had through the several review process process, several review applications that we've had, the city's existing infrastructure and public improvements. There are no anticipated adverse effects.
As mentioned, we'll be reclaiming water.
We're integrating walkability, bike access, several access points to sidewalks, and right of way.
They there is no plans.
To adversely affect natural areas, ridgeline, swales landforms. The site is currently vacant, overlock rated and is not currently affect any of the mentioned areas.
This is also going to expand the multimodal connections, as you'll see in later slides, the access point for the site is on the north side of the site on a private drive, so that's going to help with access points along Colfax Ave. which will help with any type.
Of traffic concerns, there might be and as mentioned.
Several times is highly compatible with with throughout the uses with the area and Jason sites, and we've spent especially a lot of time to address any issues associated with facade materials and appearance of the building due to its proximity to the road. And there are again no no.
Anticipated negative effects on the surrounding area.
Next slide please.
Just gonna walk you through a couple of the couple of the slides we have.



Walls, Garrett 1:08:32

Just cause let you know you have about 30 seconds remaining.

Lundberg, Andrew 1:08:36

OK.
Great. If you can just skip to the last few slides where we discuss kind of the environmental impact just come on address those real quick.
It's really important to recognize, as stated, that water reclamation is a must when it comes to car washes and quick trip and bubble bath are utilizing the best in class, highest efficiency. Water reclamation systems that we can because as mentioned, it's expensive and it's really important for us.
To maintain high quality.
Standards and use the least amount of water as possible.
On average, we're using between 14 and 22 gallons per per car, which is about 1/5 of what you'd have in an at home wash.
So thank you.



Walls, Garrett 1:09:18
Your time has expired.

LA

Lundberg, Andrew 1:09:21
I'd like to thank you guys all for your time. Appreciate it.



Walls, Garrett 1:09:24
Thank you.
I'll open up the floor for questions from the Commission for the applicant.
OK, seeing none. Susan, do we have any members of the public signed up to speak on 8C or 8D?



Chapel, Susan 1:09:40
Do and. Our first speaker is Emily Barada.
Emily, you should be able to speak.



Walls, Garrett 1:09:48
OK. And as a reminder to our public testifying, you'll have 3 minutes to speak.
Please state your name and whether you are an Aurora resident or not. Go ahead, Emily.
You should be able to unmute yourself.
Oh, did we just?

emilie 1:10:14
Is that it did it.

Walls, Garrett 1:10:15
Yep, there we go.

emilie 1:10:15
Did it work OK?

Walls, Garrett 1:10:16
Yes, I can hear you now.

emilie 1:10:17
Sorry for sorry for the delay, OK.
So, Emily Bharata, I own and run gleam car wash and I don't live in Aurora, but I am a small business owner in Aurora.
I thought I had five minutes to speak, so I'll speak fast.
Time to go.
All right. So first of all, thank you for your time and for your voluntary service for the betterment of the City of Aurora.
I know no one here is being paid.
I'm a small business owner in Aurora and Denver.
I have created 50 jobs between MY2 car washes, 15% of which are held by neurodiverse individuals.
Two years ago I made a huge investment in Aurora by opening my second car wash on an underdeveloped, blighted corridor along E Colfax.
Between Chambers and airport, I'm a very good business citizen and one of the strongest car wash operators out there.
I'm a single mom of two eight-year olds.
I pay taxes.
I work hard and I create businesses that do give back in measurable ways.
I'm a business owner that I think you want to thrive in your community.
I'm here today obviously to ask you to use your discretionary power to vote against a conditional use approval for the Kwik trip bubble bath application. To be perfectly

frank, despite the fact that I know how to run a business as is evidenced by my first car wash which.
Just turned nine years old.
The local market at Airport and Colfax cannot support another tunnel car wash.
Gleam is not even breaking even the market is saturated.
There are three locally owned car washes within 500 yards of the proposed location and 10 washes within a 2 mile radius, and the quick trip Wash will put me and possibly the other locally owned washes in the immediate neighborhood, likely out of business. Quick Trip does not.
Need a car wash?
They just want a car wash.
They have over 1000 locations. They got into car washing two years ago.
They have deep pockets and they can and will buy market share.
Through below market pricing, I think they even mentioned.
QT Rewards, which is just what another competitor, Cobblestone, has spent the last five years doing throughout the region.
And now they are raising prices, since they have become so well established in the market, so quick trip uses car washes to enhance their already profitable convenience store and gas business, which creates no good jobs, generates no sales taxes and wastes potable water.
If QuikTrip puts me out of business, then all fifty of my employees across my two locations, including the 15% of my staff who are neurodiverse, will lose their jobs.
I will lose more than that and it is my belief that Aurora will lose more than that as well.
In addition, it is my view that the criteria for approving a conditional use permit under the ordinance have not been met relative to provisions AE and G, with G being the most compelling.
G requires a conditional use to mitigate any adverse impacts to the surrounding area.
If you approve this application, you will create an adverse impact to the surrounding area.
Quick trips Bubble bath will likely cause 'cause three small, locally owned businesses to fail.
This will create new blight along a corridor that was just starting to perk up due in no small part to efforts and investments and risk by individual citizens like myself, blight, unemployment and the shuttering of local business is adverse impact and the exact

opposite of what designating a.
Use as conditional and therefore not.
The use by right is meant to accomplish when a city designates a useless conditional.
It is precisely to enable a city the latitude to evaluate new developments based on need and merit, and the greater good on all three fronts and approval for this conditional use fails.
Please vote no.
And by doing so, protect small businesses, conserve water, and I'm sure we can find
A use for those 1.3 acres. A commercial use that will enhance rather than destroy.
Community at the very least, please delay a vote until the Community has more time to wait in.
On the ramifications of this application. Thank you.



Walls, Garrett 1:14:04
Thank you, Emily.
I'll open the floor for questions from the Commission for Emily.
Seeing none.
Susan, who's up next?



Chapel, Susan 1:14:16
We have Elijah Williams.



Walls, Garrett 1:14:20
OK, Elijah, please state your name for the record and if you are an Aurora resident and you should be able to unmute yourself.

Elijah Williams 1:14:36
OK. Can you hear me?



Walls, Garrett 1:14:37
Yes, go ahead.

Elijah Williams 1:14:39
OK.
Hi I am Elijah Williams.

I am a 40 year resident of Aurora. Over that time I've worked as a commercial general contractor, designer, a small business owner for the last 15 years, a car wash engineer, consultant and installer.
I'm here tonight to ask you to oppose the conditional use for the for the bubble bath Kwik Trip.
Car wash this car wash is both unnecessary and poorly located in what is already a saturated car wash market. The distance from this proposed car wash.
Can be measured in feet, not miles, within just a few 1000 feet, there are already existing facilities.
Dehum detailing the seltzer wash on the radio and the new clean Car wash the optimal spacing for conveyor style car washes is 2 miles apart to allow each to operate successfully.
Additionally, industry data shows that one conveyor car wash for 20,000 residents, Aurora, already Aurora, has 400,000 population and already has 30 conveyor car washes with 12 to 15 of those built in just the past three years. I don't see this as healthy competition. It's over.
Saturation.
I would like to talk about 3 locations in Aurora that have seen this negatively affect the surrounding.
Car washes and businesses Aurora Parkway at Smokey Hill.
The original Mr. Twin Tunnel was there for 15 years.
It was busy on weekends, but you get through in the last five years, Cobblestone and Vibe Car Wash have moved in. All three of these washes are now operating at 30% of their capacity.
The other areas Havana S, where The Four Seasons Car Wash operated since the 90s.
Cobblestone remodeled the auto wash, offered three months of free car washes.
Followed by 6 month membership for $18.
Nine months of essentially free car washes negatively impacting a long standing business.
Then another large car wash waterway was approved to remodel commercial building less than a mile away off of Parker.
It can also be seen on Tower Rd. where the H2L was the standing car Wash, then Ronnie's car wash was built.
I don't even think they opened before. Ronnie's was acquired by Cobblestone and then forced to Chiwaw to also Zelda Carbajo. Then within the last couple years,

another large car wash changed. Superstar has moved in within a mile of those car washes.
I've heard the argument about free market, and while I understand this in a broad economic sense, the situation is not true free market at all.
What's happening here is predatory pricing.
Large national chains are buying their way into the market, giving away months of free car washing and deeply discounting memberships.
This is not undercut to local operators. It isn't.
Fair competition.
Corporations don't contribute locally.
They don't hire locally.
As contractors or installers, they don't source local materials.
They don't reinvest their profits here.
They simply extract value and move on.
We are also seeing this planning duplication.



Walls, Garrett 1:18:01
Your time has expired. Thank you.

EW

Elijah Williams 1:18:01
Yes.



Walls, Garrett 1:18:05
Susan, who do we have up next?



Chapel, Susan 1:18:08
Duck Doug mcmurrin.



Walls, Garrett 1:18:13
Hey Doug, you should have the ability to unmute yourself.

DM

Doug McMurrain 1:18:15
Yep, we're good. Yep.



Walls, Garrett 1:18:16

OK.
Great, go ahead.

Doug McMurrain 1:18:19
Good evening, commissioners.
I've been before many, many commissioners in my life.
I've developed over 4,000,000 square feet of shopping centers, Walmart's Home Depot's target. Sam's club's.
I developed and owned two quick trips in Atlanta, GA.
They're a very good corporation.
I'm not here to, you know, talk bad about them at all.
I am one of the.
Property owners at 15200 E.
Colfax, which is a former Super Kmart.
Fossa Fitness LA Plaza andro mucho.
Rarely would I ever speak against commercial development.
Emily and her family have done a magnificent job.
You have one of the best car washes in in I think in the whole metro area of Denver.
But you know, quick trips lawyer aptly pointed out.
They've met all the conditions, so you're required to approve them.
Speaking personally to the mayor of Saturday, I said mayor, this is wrong.
You know it's.
We're in a down market.
And as commissioners.
I believe that that not promoting blight, preventing blight and and getting rid of blight is is important to you, and I would tell you.
That having that many car washes that close together, Emily's business is gonna go under.
And she shared with me way before this was open.
For this new Kwik trip car wash that she was struggling that her partners were having to reorganize their their finances and have to do capital calls.
I don't know if any of you are small business owners, but if you've ever had to do a capital call of partners, it's extremely painful.
This isn't about staff review of the standards and facades, the landscaping, the setbacks.

The traffic this is about, as the mayor said on Saturday, our the city's ratables are down.
Sales taxes are down and I suspect they're going to go further down.
I would ask you to not approve this.
I can't believe I'm saying that, but it's if you put.
Local businesses under under.
You're creating blight, and I guarantee Emily will appeal this to City Council and then it will become a political issue.
I don't think it has to be. I think if you.
Make the right choice and turn this down.
Maybe one day in the future you could have 10 car washes all next to each other, and it'd be a great thing. I don't think that's the case.

Walls, Garrett 1:21:23
Oh, thank you. Your time has expired.

Doug McMurrain 1:21:26
Thank you very much.

Walls, Garrett 1:21:30
Susan, who do we have up next?

Chapel, Susan 1:21:33
Sarah, I do have one other person that did sign up.
But I don't believe that they are on the call and the person's name is Elena, and that's all I have.

Walls, Garrett 1:21:48
Could you give us the spelling for that? And we'll do a call. And if this person is on the call, please raise your hand. If you're with us on teams.

Chapel, Susan 1:21:58
It is spelled Elena.

Walls, Garrett 1:22:06

Just give it a few seconds here to see if anyone responds 'cause I know that sometimes people sign in under other people's accounts and don't change the name, so I want to give opportunity just in case one final call.
For Elena.
OK, I will now.
The applicant.
The opportunity.
You'll have 5 minutes to respond to any of the public testimony.

David Foster 1:22:42
Jessica, do you want me to speak? You wanna go?

Glavas, Jessica 1:22:45
You can go and then I'll add anything if I have more.

David Foster 1:22:47
Great. Well, first of all, thank you everybody for for participating and of course it's important to have the public hear.
And involved as well. I would first like to begin by saying that having represented QuikTrip and.
Many of the employees.
Over the years they they do hire local.
So I'm I'm I'm unsure why we're having that conversation about this conditional use, but I just wanted to set the record straight. You know, in this particular instance and the reason why I use the slide earlier is because City Council, the city has made a determination in terms.
Of distance requirements, which by the way.
There was a quick trip conversation.
Not too long ago, in front of Planning Commission around how many car wash?
Gas stations is too many in a certain area, and you'll remember in that particular conversation that the city wasn't regulating how many gas stations can exist within a certain area. And unlike other jurisdictions.
As we've seen in in Denver and Lakewood and some other places.
But this is a different instance because this is a circumstance where the city has made a determination around distance and it's an objective standard and so that objective

standards met. And so the issue of mitigating any adverse impacts on the surrounding area is something that we have done.
Through architecture, through orientation through landscaping.
To the extent that.
The city makes a decision or that you make a decision that this particular use and this particular location is unwarranted because of its competitive nature.
It's a very different standard of review.
That's a very different place that you would be going in terms of your land use authority.
And I would suggest that for the many years that I have.
Been a land use attorney.
The mitigation of adverse impacts is about how we function.
It's about how this use in this location functions and that is what we've seen presented tonight.
In terms of the architecture and the design and the orientation, and frankly in this particular instance, because I had seen it in a letter written by.
Emily, I believe is her name.
And then a state senator from Denver about water use, and in this particular instance, again, we are complying with all of the regulations that Aurora would would ask of us as business owners using a precious resource. And so we are.
We are doing that appropriately.
Jessica, I don't know if you have anything else to add.
I think those were kind of the the biggest issues or kind of the only issues I heard.
Raised in in some of the public comment and and certainly appreciated you know.
Running businesses is hard, but that's that's not this criteria for for your review tonight.

GJ **Glavas, Jessica** 1:26:27
I just wanted to add that yes, QT does hire local. Like David said, we do not come in, extract the money and leave.
Most of us live in the community, with the exception of our corporate office in Tulsa.
OK.
We work in the communities we participate in Community giving in our communities and we really do aim to be good business partners in the Community.
We're not here to take money and run.

And then as far as putting a car wash here, I did look and see four washes east of 225 gallium, of course. And they offer full detail services, which we don't offer.
So they set themselves apart that way. There is a full service car wash, which is also very different.
There is a self-service car wash which is very different.
And then there is an Exxon tiny little.
Attached to a gas station car wash.
So we do believe that there's plenty of room for us here.
And.
We're looking forward to your comments and appreciate your time.

Walls, Garrett 1:27:36
Great. Thank you, Jessica.
And 1st I'll open the floor for any questions.
Final opportunity for questions from the Commission for Staff or the applicant.
Go ahead, Commissioner Hogan.

HB **Hogan, Becky** 1:27:54
My question is for Emily.
How much notice were you given that this carwash was had selected a site?
Or did you just drive by and see the sign?

Walls, Garrett 1:28:13
I think, Emily, you still have the ability to unmute yourself.

E **emilie** 1:28:18
Great. OK.
I just did so.

Walls, Garrett 1:28:21
OK.

E **emilie** 1:28:22
I found out one day prior to the sign being posted, which was 10 days prior to this meeting.

So almost no time honestly, to address something of such great concern, not not just to me, but to all the other business owners and the community members who I don't think will be very excited to see something.
New and good potentially go down.
When their stretch of Colfax is just perking up, so I would love to have more time to work on this.



Walls, Garrett 1:29:03
Thank you, Emily.
Commissioner Hogan, does that answer your question?

HB **Hogan, Becky** 1:29:10
Sort of.
I guess my question is, Emily, given more time, do you think you could reach resolution with two car washes? Yours and quick trips colocating.
Or do you think more time would just not result in any kind of compromise or resolution?

E **emilie** 1:29:30
I don't see how a compromise or resolution is.
Going to be achieved.
My I run a very good car wash in Denver and I invested a lot of money in this very desolate stretch of East Colfax, and we're doing better.
But I can tell you I know the market at this point.
It is barely supporting 1 tunnel wash barely.
And we are a very good operator.
We've created 10 jobs.
We have a we have practically five stars online.
This would be a travesty, honestly, to allow another car wash, not another commercial use but and and not another car wash generally in Aurora but another car wash less than half a mile away.
I believe someone else earlier said that.
And this this is this is industry standard like you do not want.
Ideally 2 tunnel car washes any closer than two miles unless you have significantly greater density than what we have in that area.

It's not possible for two direct competitors to survive, especially if one of them is incredibly deep pocketed.
I mean, QuikTrip has over 1000 locations and they just got into car washing and car washing is great, but I can't compete.



Walls, Garrett 1:30:56
OK, Emily, I appreciate the response, but I'm going to cut you off there and I think that the question has been answered and not allowing further extension of time for testimony.

emilie 1:31:02
Sure.
OK.



Walls, Garrett 1:31:07
It wouldn't be fair to the applicant or any of the other public testimony.
Further questions from the Commission.
OK, seeing none before I close this portion of the public hearing.
I would like our city attorney, as the Commission doesn't abide by the advice of external counsel, we're represented by our own Council within the city of Attorney.
To recap any of the code requirements or any advice that our city attorney would like to provide on this, these two particular agenda items, so I will recognize Lena McClellan.



McClelland, Lena 1:31:44
Thank you, chair walls and good evening. Members of the Commission and everyone else present on this meeting.
I thank you for the opportunity to speak as the Commissioners are aware, I've advised before.
The criteria?
Well, it was on the screen.
But as you know the criteria is there for you to apply in your decision regarding this application.
And and the other thing that I just wanna remind the Commission about is the obligation to create a clear and concise record and in your findings, so in in whatever

direction the Commission decides to go in their interpretation of that criteria, just advise the Commission to please be.
Clear and and as to why you find the application does or does not meet that criteria.

Walls, Garrett 1:32:43
Thank you, Lena.
Are there any questions regarding procedure or code?
Questions that wouldn't be privileged that the Commission would have for a city attorney.
OK, seeing none, I will close this portion of the public hearing and entertain a motion first on agenda item 8C, which is the conditional use for the bubble bath car wash at station 60.

Gayle Jetchick 1:33:11
This is Commissioner Jecic.
Excuse me. My nose is running.
Agenda item 8C conditional use for a motor vehicle, car wash and MUC Zone district based on staff recommendation.
The presentations and discussions at this evening's public hearing I move to approve the conditional use request because proposal complies with the requirements of code Section 146, DASH 54383.
Of the Unified Development Ordinance for the reasons stated in the staff report.

Walls, Garrett 1:33:45
Thank you, Commissioner Jacques.
It's been moved to approve agenda item 8C. Is there a second?

Melvin Bush 1:33:49
This is this is Commissioner Bush.
I second Commissioner Jezics motion.

Walls, Garrett 1:33:54
Thank you, Commissioner Bush.
It's been moved and seconded to approve agenda item 8C. I'll open the floor for discussion, Commissioner Geyser.

Bob Gaiser 1:34:03
Yeah.
We need to look at the conditional use criteria and as long as that is met.
We should have proved this regardless of how we feel. We don't set policy. City Council does.
You need to go before City Council and ask them to change the requirements. If you don't agree with them.

Gayle Jetchick 1:34:23
Yeah. Thank you.

Bob Gaiser 1:34:27
But as far as this?
Item tonight.
I will approve it.



Walls, Garrett 1:34:36
Thank you, Commissioner Geiser.
I'd also like to follow that up and say members of the public that that took time out of your schedules, especially the business owners out there to testify. We, I I can't stress enough how much we appreciate your testimony and thank you for being here tonight unfortunately.
This venue may not necessarily be the most appropriate place when dealing with density issues, because we have a very, very narrow scope.
We look at city code as it's written and we have a very narrow application of that code and applications that come before us, especially for conditional use. We are weighing whether or not to grant that conditional use, but not on our personal feelings or how much we might.
Love, neighborhood or area businesses and support them ourselves?
Many of us are business owners or we have owned businesses in the past and we understand the density argument. We understand.
We know what it's like, trust me.
We feel your pain.
We understand that, but we look at prescribed sections of code and unfortunately

public testimony due to expanding those sections of code is inappropriate in front of the Planning Commission. City Council are your policy makers.
They're the ones that have the ability to actually change and draft legislation for the city of Aurora. And again, this is not the first application we've seen this year that deals with density and.

Gayle Jetchick 1:36:01
Thank you.


Walls, Garrett 1:36:03
It's it's time to take this to the legislative body.
Our scope is too narrow to even contemplate those types of issues at this point, so unfortunately I find that this particular application does meet our prescribed sections of code in code Section 146 for this conditional use.

Gayle Jetchick 1:36:07
Yeah.
Yep.


Walls, Garrett 1:36:22
Further discussion on the approval of 8C.
Seeing none, I will call the roll Commissioner Dechick.

Gayle Jetchick 1:36:33
Approve.


Walls, Garrett 1:36:34
Commissioner Bush.

Melvin Bush 1:36:35
Approve.


Walls, Garrett 1:36:36
Commissioner geiser.

Bob Gaiser 1:36:38
Approve.

Walls, Garrett 1:36:39
Commissioner Riley.

Colonel Mike Riley 1:36:40
Approved.

Walls, Garrett 1:36:41
Commissioner, Banco.
I think you were muted there, Commissioner Benko.
Was that a vote to approve?

Donald and Sunny Banka 1:36:51
Yes, approve.

Walls, Garrett 1:36:52
Thank you, Commissioner Hogan.

Donald and Sunny Banka 1:36:52
Thank you.

Hogan, Becky 1:36:54
Approve.

Walls, Garrett 1:36:55
Commissioner walls also votes to approve agenda item 8C is approved with seven votes.
I'll now entertain a motion on the agenda item 8D, which is the site plan for the bubble bath car wash at station 60.

Hogan, Becky 1:37:16
Commissioner walls item 8D site plan for motor vehicle wash based upon the staff

recommendations, the presentation and discussion at this evening's public hearing, I move to approve with one condition, the site plan for a drive through car wash because the proposal complies with the requirements of.
Code section 146 dash 5.4.
.3, point B2, Point C point I.
Of the UDO, for the reasons stated in the staff report, approval is subject to the following condition.



Walls, Garrett 1:37:51
Great.

HB **Hogan, Becky** 1:37:54
Resolve all outstanding technical issues prior to the recordation of the site plan and the issuance of any building permit.



Walls, Garrett 1:38:04
Thank you, Commissioner Hogan.
It's been moved to approve agenda item 8D. Is there a second?

CR **Colonel Mike Riley** 1:38:10
2nd.

MB **Melvin Bush** 1:38:11
2nd.



Walls, Garrett 1:38:12
I think I saw Commissioner banker first, so I will list her as a second on the motion to approve agenda item 8D.
I'll open the floor for discussion on the motion to approve.
And I think without objection, I would assume that most of the Commission would like their comments for 8C to stand for 8D as well.
OK.

GJ **Gayle Jetchick** 1:38:33
Absolutely.

Walls, Garrett 1:38:34

So we would request that those be included on the comments and discussion for 8D in our minutes.

I think give me one second, Commissioners, I apologize.

OK.

Is there any other discussion on 8D?

Without other discussion, I will call the roll Commissioner Jecic.

GJ **Gayle Jetchick** 1:38:59

Approve.

Walls, Garrett 1:39:00

Commissioner Bush.

MB **Melvin Bush** 1:39:01

Approve.

Walls, Garrett 1:39:02

Commissioner geiser.

BG **Bob Gaiser** 1:39:03

Approve.

Walls, Garrett 1:39:05

Commissioner Riley.

CR **Colonel Mike Riley** 1:39:06

Proof.

Walls, Garrett 1:39:07

Commissioner, Banco Commissioner Hogan.

D **Donald and Sunny Banka** 1:39:08

Approved.

Hogan, Becky 1:39:10
Approved.

Walls, Garrett 1:39:11
And Commissioner Walls also votes to approve agenda item 8D is approved.
OK. Susan, do we have any members of the public signed up to speak on non agenda items?

Chapel, Susan 1:39:24
Chair, we do not.

Walls, Garrett 1:39:27
OK. We will move on to our miscellaneous items of business. Item 10 and 10A on our agenda, which is the adoption of our 2026 planning and Zoning Commission meeting dates.
Were there any areas of concern?
Does anyone have any suggestions?
Comments on the proposed dates for our planning and zoning Commission meetings.
Next year.
No sign on.
I move that we adopt the proposed 2026 planning and Zoning Commission meeting dates as presented to the Commission.
Is there a second?
Thank you, Commissioner bank.
It's been moved and seconded.
Any discussion on the motion to approve?
That discussion I will call the roll Commissioner Jecic.

Gayle Jetchick 1:40:13
Approve.

Walls, Garrett 1:40:13
Commissioner Bush.

Melvin Bush 1:40:17
Approve.

Walls, Garrett 1:40:18
Commissioner geiser.

Bob Gaiser 1:40:20
Abstain.

Walls, Garrett 1:40:22
Commissioner Riley.

Colonel Mike Riley 1:40:24
I approve.

Walls, Garrett 1:40:25
Commissioner, Banco.

Donald and Sunny Banka 1:40:26
Approve.

Walls, Garrett 1:40:27
Commissioner Hogan.

Hogan, Becky 1:40:28
Approved.

Walls, Garrett 1:40:29
Commissioner walls also votes to approve that is 6 votes to approve, one abstention.
We will adopt the proposed 2026 meeting dates.
Any other miscellaneous items of business?
Any announcements?
Any comments by Commissioners?
I just want to start off by saying I appreciate all of you and as we look to again

another application in decision and agenda items that that are difficult for us because we all live, work and play in our Community.
We understand and we care deeply for our favorite neighborhood businesses.
And and these things are really hard.
I get as impassioned as anybody about protecting our our great local small businesses and and it's difficult to see corporate entities come and go and things change and things of also I appreciate all of you for digging in and understanding the role and responsibility that we have before.
Us, even though it's really difficult.
I appreciate you guys leaning in and and understanding that responsibility as a quasi judicial body.
So I just wanted.
Thank you to my fellow Commissioners.
Any other comments, questions, concerns Commissioner Bush?

Melvin Bush 1:41:41
Add a just a a comment.
Of how the planning department works with the.
Aurora public school. In determining really what comes first, you know like.
Commissioner Bank and I have been on both the Budget Department budget as well as the.
The planning and.
And somehow another. Everybody sort of works together.
But when it comes to the the school and the city, it seems like we are here to to give a just a stamp of approval when I would think that the comprehensive plan is the is the hierarchy is the initial and then.
Aurora Public schools as well as the city has to work together to make that plan work.
You know, we don't just pull in.
As Commissioner banquet would say, we don't just count the roofs you know, and then after we have enough roofs, then we then we put, then we pull in the schools.
Somehow another something has to be working to say, all right, we have one health scientist, Health Science high school that we just put on.
Within the last 10 years.
Now we're going to put another one in.

Is that gonna be a transitional school?
And then how does that impact the whole community with reference to developing the way we wanted to look, because that's a pretty dynamic community right now.
It could go one way or the other.
So I'm a little confused of how tonight worked and how we really work together, Bob.



Walls, Garrett 1:43:46
Yeah, go ahead, Bob.

BG

Bob Gaiser 1:43:46
I have a comment.
The state of Colorado sets the educational system apart from cities and counties, and I'd like to ask Lena exactly.
How does the educational system juxtapose a city?



McClelland, Lena 1:44:11
Yes, hello again, chair walzen Commission.
Thank you for the question.
So and I I apologize.
I do not have the language from the statute in front of me right now, but there are statutes that control how we, as a municipality, interact with the school district when it comes to planning, and that does set a very narrow guideline for where and how.
We as a municipality can.
In contribute and and and sort of be a part of that planning process. And unfortunately or fortunately, depending on who you're talking to, right, that does give a very narrow.
Path for the city in terms of how we can work with the school district and we do have an MOU with Aurora Public School District that does have some additional sort of guidelines.
For the process in terms of the site for a school, in terms of the type of school and all those kind of things, that's entirely within the school district's purview and we do not have any ability.
To comment on that, or to have any control over that.
Essentially, we have the ability to be a part of the civil planning side. As you've seen in the last couple of meetings that we've had.

We have the ability to make comments. We have the ability to.
Staff has the ability to comment on on you know, what infrastructure they believe needs to be included or needs to be a part of the application. But beyond that, our hands are tied by that by the statute.



Walls, Garrett 1:45:59
And I'd like director Russ that I see that you went on video.
I'd like you to chime in and first of all, thank you for the memo that you sent out and I have some follow up questions about that as well.
So go ahead and speak and then I'll follow up.



Rustad, Jeannine 1:46:14
I was going to hit on the long range side of how planning interacts with the school district and this might be a great topic for a future study session because I know enough in Colorado just to scratch the surface.
But Daniel Krusanowski from our long range Planning Department division has sat on the school board's long Range planning committee as they were looking at population growth.
What to anticipate?
Building up to their bond measure, so we do have that coordination. But having sat on one of those committees in my previous iteration.
And Oregon schools do have their own metrics about their needs, and I do know that there also had been coordinated coordination with the Fitzsimmons Innovation Campus to get this school nearby to have that cross pollination.
And I will do my best to answer any questions on the letter, but we'll keep Lena on because this was a collaborative effort.



Walls, Garrett 1:47:21
I think my questions aren't so much about the specific memo.
It was just maybe about the future and and what ability do we have as a city or I guess is there also appetite to try and work obviously still within the bounds of the statute that were set by the state. But to to be able to make the.
Process.
Better, I guess, for public transparency in going through Planning Commission and and 'cause I'm. I'm just thinking back to the application that we had or the

presentation rather that we had before this one and we had major, major concerns with the potential safety and the the ingress and.
Egress of the school and there were there were valuable things that could come from the community, but we feel powerless to be able to do anything about it.



Rustad, Jeannine 1:48:10
Is a good topic of discussion, potentially for our retreat. I want to be able to talk to legal about some things and Oz.
I know the MOU I believe is with both school districts and unraveling that there's pros and cons that we won't get into here. But maybe there were things we can do informally, but let us look into that talk to our counterparts over there, see what they think.
Because we hear you.
And given that schools serve the public, having that public input seems to be a natural step.



Walls, Garrett 1:48:52
Great. Thank you.
Any other questions while we're on this topic?
OK.
Thank you very much, director and Leno.
Any other announcements?
General items miscellaneous items of business.

Hogan, Becky 1:49:09
Commission or chair. Waltz at our at our next study session in November, we will be enjoying a discussion with Mike Dean.



Walls, Garrett 1:49:09
Commissioner, go ahead.

Hogan, Becky 1:49:21
Who over?
Who overseas?
Public safety in terms of the planning of a site as well as Carly, who overseas traffic

and we have specifically asked those to because they are rich in history with the city of Aurora.
They're very plainspoken.
And will be prepared to answer a number of questions.
Anything ranging from you know what triggers a signal light and when.
To life safety in a school situation because they do have a little more power, for lack of a better word than we do and. And I guess that, you know, to be back on Cher Walt's statement.
Particularly with staff and frankly, the school district, I am happy to have this conversation with the school district and that's that. It just seems so futile for us to be asked to review this and when we do to make comments and have them say yeah, thanks, whatever it.
Just is extremely frustrating.
So it's like then why do we review it?
On the other.
Hand to not review it and to have what I would call bad behaviors or bad policy go through when I could have at least said find another way or you got to figure this out and come back.
I felt better about this school discussion than I did the last school discussion, but it wasn't.

Colonel Mike Riley 1:50:56
Yeah.

Hogan, Becky 1:50:59
You know, I still wasn't overjoyed with it.



Walls, Garrett 1:51:06
Further comment, Commissioner Geyser.

Bob Gaiser 1:51:09
Hey, you can always go to your state representative and ask them to change the system.
I mean, the system is the system and there's only so much that we could do.
We can make comments and we're advisory and that's it.

Hogan, Becky 1:51:25
Commissioner Geiser, I was thinking just that.



Walls, Garrett 1:51:30
All right.
Any other comments? Miscellaneous items?
Just one, no. Piggybacking off of Vice Chair Hogan, we are coming up this year is wrapping up. So as you're thinking about any topics, obviously we will have elections next year for different leadership roles, but start getting your ideas for things that you'd like to see in study.
Session if we can start to have some of that framed up as early as possible, it helps. Planning schedules. It helps getting everything arranged.
So as you guys have topics, please start sending those to Brandon to Vice Chair Hogan to whoever.
Just obviously don't.
We don't want to have an ex parte like communication without public notice and e-mail, so don't copy the whole Commission, but have those discussions and bring up those topics with Brandon and Vice Chair Hogan, please.
OK, moving on to our planning Division manager report, Brandon, you are up.



Cammarata, Brandon 1:52:33
Thank you all.
Good job tonight, working through the the the agenda.
Appreciate your efforts.
I'll do kind of a couple highlights of things that have been approved over the last few weeks.
We actually did not have a meeting right last time.
Is that true?
Yeah, we didn't have a meeting. So that, so that's news.

Hogan, Becky 1:52:56
Yes, we do not have, yeah.

Donald and Sunny Banka 1:52:58
Within your hearts.



Cammarata, Brandon 1:52:59
We spent a long time since we haven't had a meeting, so hopefully we don't have too many of those, right, because that means we're we're not busy.
A couple highlights, just a couple.
Windler, which is kind of the development you can see they're building houses right now mostly on the east side of E, 470 N of 48th north of Aurora Highlands.
And so we approved another.
Neighborhood plan. And so that's a little bit of nuance there.
That's kind of the new procedure that we.
Enabled about eight months ago that that's a little more nimble than the large site plans we used to do.
So that was 796 units.
That's a lot of build out to occur there, so hopefully they'll get to be able to work on those. And then at the other end of the spectrum, a fourplex just on Moline.
Just north of Colfax, so.
22 important but contextually different projects approved.
And let's see. Working on our UDO project related to small lots and compact housing, I don't think I've had the chance to talk to y'all since since our PED meeting.
So we did have PED planning and economic development.
October 8th and we're able to introduce some substantive questions to to that committee related to our directions on Greenfield Enfield and some design standards. And so some of you may have seen that presentation. We were able to spend about 45 minutes with that committee.
And and they did recommend that we go ahead and go to the full City Council at a study session.
Unfortunately, that study session which we were scheduled for this Monday.
We ran out of time and did not get to talk to him, so we'll we'll continue to work on on what we're needing to work on, but we'll have to cycle back to the full City Council, hopefully in a couple weeks.
So that's my update.
If there's any questions, I would try to answer them.



Walls, Garrett 1:55:31

Great. Thanks Brandon.

Just sort of a general question, not to add anything, certainly to staff's duties. But I was just curious if if you guys are planning the division gets any invites for any of the like ribbon cuttings or any of the things where you know that there's going to?

Be an opening date in some of the applications that we've heard, I would love if you guys could pass those along to us if you could just send out like I know that the Galen School of Nursing and HCA.

Clinic facility just recently had their ribbon cutting and I completely missed it.

Sometimes my emails get.

You know, whatever hidden.

But just an announcement, if you guys happen to get anything, obviously don't want to create any notice issues, but if and I understand like I saw your video and I understand that's what it was.

But just I don't if there's any sort of way to let us know that things are coming up that that have been put out there.

Or that the city is aware of.

I don't know if there's a a venue for us to look for those types of events.

Especially the ones that are public but.



Cammarata, Brandon 1:56:39

Yeah, I appreciate that.

Chair chairman walls.

You know, certainly we don't.

We're not noticed of all of them either, but I think we can think about how how to approach that in a way that doesn't cause any potential problems and things like that.

So definitely on the radar screen. So appreciate that.



Walls, Garrett 1:56:58

Great. Thanks. Questions for Brandon.

All right, seeing none. Leena, you're up with our City Attorney report.



McClelland, Lena 1:57:10

Thank you, chair.
No report from me this evening, except for I just did want to say I commend the just sort of echo Cher walls.
I commend all of you.
On handling a difficult application and doing your best to apply the criteria. So just wanted to say that as.
Your legal adviser, I appreciate you all.
Doing a good job with that.
And other than that, I don't have anything except for that I will.
If it's something that the Commission would like, I can certainly look into more of with Janine on to the school district conversation.



Walls, Garrett 1:57:58
I think the desire is definitely there. So put all the heads together and figure out when it's best for us to have.
It might be a really good workshop for us to have this coming term.
And go over that kind of stuff so we can get a better understanding and maybe as a result of that, there can be a good recommendation for City Council or anything like that.
So thank you.
Any comments? Questions for Lena?
Yes, Commissioner Hogan.

Hogan, Becky 1:58:27
I think that there was kind of innuendo that this could be that the bubble car wash could be appealed.
And I would like that appeal process from staff to be defined a little bit better and maybe have comments.
Posted so that folks can ask why did you?
Why did Planning Commission approve or disapprove?
Just to do you know, I know that Janine had some recommendations on things that they may do different this time, but if indeed is appealed, I would like to see that go much smoother than it did the last time with QuikTrip and with David Foster, because he also.
Was very direct in how he worded his.

Like youth shall not, or you cannot do this, so just.
Just some of those types of things.
Again, I just would like to see it go smoother.



Rustad, Jeannine 1:59:32
And chair, if I may.
Janine Rustad, director of planning and Business development.
We do have the capacity, so we will save the transcript. So we will have the actual transcript, not just the abbreviated minutes for this and make sure that we keep that through the 10 day period in case it is appealed.



Walls, Garrett 1:59:59
Thank you, director Russell.

HB

Hogan, Becky 2:00:01
Yep.



Walls, Garrett 2:00:02
OK.
Any other comments, questions, concerns for Leno?
All right.
Thanks, Lena.
Guys final opportunity for announcements. Before we adjourn anything.

MB

Melvin Bush 2:00:13
Great job.



Walls, Garrett 2:00:14
All right.

HB

Hogan, Becky 2:00:15
Both we are.



Walls, Garrett 2:00:15
Thank you. Yeah, vote.

Bob Gaiser 2:00:15
Happy Halloween.

Hogan, Becky 2:00:16
We are all residents of this city. However, you want to vote, just vote. Please vote.

Melvin Bush 2:00:17
Happy ada.

Donald and Sunny Banka 2:00:18
Yep.



Walls, Garrett 2:00:24
OK, thanks. See nothing other than that. I move that we adjourn this evening's meeting.
Do I have a second?

Colonel Mike Riley 2:00:30
2nd.



Walls, Garrett 2:00:31
Thank you.
Meeting adjourned.
Have a great evening everyone.

Hogan, Becky 2:00:33
Awesome. Thank you. Thank you, staff.

Colonel Mike Riley 2:00:33
OK, goodbye.

Melvin Bush 2:00:35
Have a good night everybody.

D **Donald and Sunny Banka** 2:00:35
Good. Thank you everybody.

 **Chapel, Susan** 2:00:36
Thank you everyone.

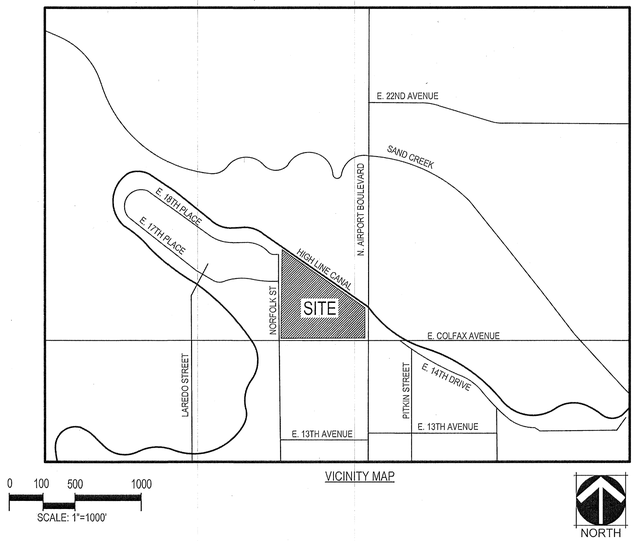
HB **Hogan, Becky** 2:00:37
Bye.

◉ **Chapel, Susan** stopped transcription

STATION 60

MASTER PLAN

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO,



VICINITY MAP

MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED AT THE NORTH END BY A 3" BRASS CAP STAMPED "LS 23527" AND AT THE SOUTH END BY A 3" BRASS CAP STAMPED "LS 16419", SAID LINE BEARING N00°30'59"W AS REFERENCED TO COLORADO STATE PLANE, CENTRAL ZONE.
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32;
THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, S89°41'41"W, A DISTANCE OF 100.00 FEET;
THENCE ON THE EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD, N00°30'59"W, A DISTANCE OF 110.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST COLFAX AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:
1. S89°41'41"W, A DISTANCE OF 610.35 FEET;
2. N30°18'19"W, A DISTANCE OF 139.99 FEET;
3. S89°41'41"W, A DISTANCE OF 24.07 FEET;
4. S33°01'11"W, A DISTANCE OF 149.90 FEET;
5. S87°23'41"W, A DISTANCE OF 419.89 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 475 AT PAGE 345 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ON SAID EASTERLY LINE, N00°16'33"W, A DISTANCE OF 1317.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE HIGH LINE CANAL; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:
1. S60°22'22"E, A DISTANCE OF 16.74 FEET TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S29°40'05"W, HAVING A RADIUS OF 690.54 FEET, A CENTRAL ANGLE OF 09°11'51" AND AN ARC LENGTH OF 110.85 FEET, TO A POINT OF NON-TANGENT;
3. THENCE S50°52'40"E, A DISTANCE OF 99.22 FEET TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N38°45'33"E, HAVING A RADIUS OF 1657.82 FEET, A CENTRAL ANGLE OF 08°19'15" AND AN ARC LENGTH OF 240.76 FEET, TO A POINT OF NON-TANGENT;
5. S59°31'50"E, A DISTANCE OF 68.72 FEET TO A POINT OF NON-TANGENT CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S30°31'10"W, HAVING A RADIUS OF 1121.60 FEET, A CENTRAL ANGLE OF 08°14'55" AND AN ARC LENGTH OF 161.47 FEET, TO A POINT OF NON-TANGENT; 9. S55°14'12"E, A DISTANCE OF 412.66 FEET TO A POINT OF NON-TANGENT CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°43'22"W, HAVING A RADIUS OF 1883.42 FEET, A CENTRAL ANGLE OF 03°37'05" AND AN ARC LENGTH OF 118.94 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°30'59"E, A DISTANCE OF 432.42 FEET TO THE POINT OF BEGINNING.
7. S51°14'52"E, A DISTANCE OF 119.87 FEET TO A POINT OF NON-TANGENT CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N38°42'25"E, HAVING A RADIUS OF 1934.98 FEET, A CENTRAL ANGLE OF 03°58'31" AND AN ARC LENGTH OF 134.25 FEET, TO A POINT OF NON-TANGENT;
9. S55°14'12"E, A DISTANCE OF 412.66 FEET TO A POINT OF NON-TANGENT CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°43'22"W, HAVING A RADIUS OF 1883.42 FEET, A CENTRAL ANGLE OF 03°37'05" AND AN ARC LENGTH OF 118.94 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH AIRPORT BOULEVARD;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE S00°30'59"E, A DISTANCE OF 432.42 FEET TO THE POINT OF BEGINNING.

STANDARD NOTES:

1. TRAFFIC SIGNAL COSTS. OWNER AND/OR DEVELOPERS ARE RESPONSIBLE FOR 100 PERCENT OF SIGNAL COSTS FOR INTERIOR INTERSECTIONS. THE COST OF SIGNALS AT PERIMETER INTERSECTIONS WILL BE PRORATED 25% FOR A CORNER OF A 4 LEG INTERSECTION, 50% FOR A CORNER ON A T INTERSECTION. SIGNAL LOCATIONS AND COST SHARING WILL BE DETERMINED AT CONTEXTUAL SITE PLAN.
2. STREET LIGHTS. STREETLIGHTS MUST BE CONSTRUCTED ALONG ALL PUBLIC STREETS AS REQUIRED BY CITY CODE SECTION 126-236.
3. ARCHAEOLOGICAL FINDS. THE OWNER, DEVELOPER AND/OR CONTRACTORS WILL NOTIFY THE CITY IF ARCHAEOLOGICAL ARTIFACTS ARE UNCOVERED DURING CONSTRUCTION.
4. PARKS. NEIGHBORHOOD PARK SITES SHALL NOT EXCEED 3 PERCENT MAXIMUM FINISHED GRADES.
5. RESIDENTIAL DENSITY REDUCTIONS. THE DEVELOPER HAS THE RIGHT TO BUILD AT A LOWER RESIDENTIAL DENSITY IN ANY MAP AREA PROVIDED THE CITY HAS DETERMINED THAT THE USE IS PERMITTED AND COMPATIBLE WITH SURROUNDING LAND USES. A FINDING OF COMPATIBILITY WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAT OR SITE PLAN REVIEW. THIS REDUCTION SHALL BE CONSIDERED AN ADMINISTRATIVE MASTER PLAN AMENDMENT.
6. MASTER DRAINAGE PLAN. NO SUBDIVISION SHALL BE APPROVED PRIOR TO THE CITY'S APPROVAL OF THE MASTER DRAINAGE PLAN. IN THE EVENT OF ANY PLAN CONFLICTS WITH THE MASTER PLAN, INCLUDING, BUT NOT LIMITED TO, THE SIZE, LOCATION AND REGIONAL DETENTION PONDS AND/OR DRAINAGE WAY LOCATIONS, CROSS SECTIONS AND WIDTHS, THE MASTER DRAINAGE PLAN, AS APPROVED BY THE CITY, SHALL GOVERN. DRAINAGE PONDS DROP STRUCTURES AND OTHER FACILITIES ARE SUBJECT TO PRELIMINARY PLAT OR SITE PLAN REVIEW.
7. 404 PERMIT. THE DEVELOPER IS RESPONSIBLE TO COMPLY WITH ANY REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS (IF ANY) WITH REGARDS TO 404 PERMITTING AND WETLANDS MITIGATION.
8. EMERGENCY ACCESS. THE DEVELOPER SHALL PROVIDE TWO POINTS OF PAVED EMERGENCY ACCESS AND A LOOPED WATER SUPPLY TO EACH PHASE OF THE DEVELOPMENT AS APPROVED BY THE CITY. THE DEVELOPER SHALL PROVIDE EMERGENCY CROSSINGS THAT MEET ALL CITY STANDARDS. THE DEVELOPER/APPLICANT IS REQUIRED TO PROVIDE ALL OFFSITE ROADWAYS NECESSARY TO PROVIDE THE TWO DISTINCT POINTS OF ACCESS TO THE OVERALL SITE.
9. THE MASTER UTILITY STUDY, MASTER DRAINAGE STUDY AND MASTER TRANSPORTATION STUDY ARE INCORPORATED AS A PART OF THE MASTER PLAN. FINAL APPROVAL OF THESE DOCUMENTS IS REQUIRED BEFORE ACCEPTANCE OF AN APPLICATION FOR THE FIRST WITHIN THE PROJECT.
10. LANDSCAPING STANDARDS. UNLESS OTHERWISE NOTED HEREIN IN AN ADJUSTMENT, THE LANDSCAPING STANDARDS OUTLINED IN THE UDO APPLY TO THIS MASTER PLAN. WHERE THE STANDARDS OUTLINED IN THE UDO WITH STANDARDS WITHIN THIS MASTER PLAN, THE MORE RESTRICTIVE SHALL APPLY.
11. FUTURE AMENDMENTS. ANY FUTURE AMENDMENTS TO ARCHITECTURE, LANDSCAPE ARCHITECTURE AND OTHER URBAN DESIGN STANDARDS AND RELATED DRAWINGS MUST DEMONSTRATE AN EQUAL OR BETTER QUALITY THAN THE APPROVED MASTER PLAN STANDARDS.
12. MASTER PLAN ADJUSTMENTS. EXCEPT FOR ANY ADJUSTMENTS LISTED BELOW, THIS MASTER PLAN WILL BE INTERPRETED TO MEAN THAT ALL STANDARDS CONTAINED IN THE MASTER PLAN WILL MEET OR EXCEED ALL CITY CODE REQUIREMENTS.
13. DESIGN STANDARDS. AN MASTER PLAN AMENDMENT AS PER THE REQUIREMENTS OF SECTIONS 3.9, 3.12, 3.13 AND 3.14 OF THE MASTER PLAN MANUAL WILL BE REQUIRED TO BE SUBMITTED EITHER WITH THE APPLICATION FOR THE MASTER PLAN OR AS AN AMENDMENT TO THE MASTER PLAN TO BE SUBMITTED WITH THE APPLICATION FOR THE FIRST PRELIMINARY PLAT OR SITE PLAN IN THE DEVELOPMENT.
14. MAJOR ARTERIAL MEDIANS TO BE PUBLICLY MAINTAINED SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH P& OSD PUBLIC MEDIAN STANDARDS.
15. COLFAX AVENUE IS A STATE HIGHWAY. APPROVAL AND ACCESS PERMITS WILL NEED TO BE OBTAINED FROM THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT).

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS:
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MONUMENTED AT THE NORTH END BY A 3 INCH BRASS CAP STAMPED "LS 16419 1989" IN A RANGE BOX, AND AT THE SOUTH END BY A 3 INCH BRASS CAP STAMPED "LS 16419 1991" IN A RANGE BOX AND BEING ASSUMED TO BEAR SOUTH 00 DEGREES 06 MINUTES 46 SECONDS WEST.
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 100.40 FEET;
THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, A DISTANCE OF 110.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE AS DESCRIBED IN BOOK 475 AT PAGE 221 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE THE FOLLOWING FIVE (5) COURSES:
1. NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 610.20 FEET;
2. NORTH 29 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 140.00 FEET;
3. NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, A DISTANCE OF 24.00 FEET;
4. SOUTH 33 DEGREES 38 MINUTES 44 SECONDS WEST, A DISTANCE OF 149.90 FEET;
5. SOUTH 88 DEGREES 01 MINUTE 14 SECONDS WEST, A DISTANCE OF 420.11 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED SEPTEMBER 17, 1953 IN BOOK 475 AT PAGE 345 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ALONG SAID EASTERLY LINE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, 15.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1317.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE HIGH LINE CANAL; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE HIGH LINE CANAL THE FOLLOWING TEN (10) COURSES:
1. SOUTH 59 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 16.74 FEET; 2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 11 MINUTES 51 SECONDS, A RADIUS OF 690.54 FEET, AND AN ARC LENGTH OF 110.85 FEET, THE CHORD OF WHICH BEARS SOUTH 55 DEGREES 06 MINUTES 27
SECONDS EAST, A DISTANCE OF 110.73 FEET;
3. SOUTH 50 DEGREES 15 MINUTES 07 SECONDS EAST, A DISTANCE OF 99.22 FEET;
4. ALONG THE A RC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 15 SECONDS, A RADIUS OF 1,657.82 FEET, AND AN ARC LENGTH OF 240.76 FEET, THE CHORD OF WHICH BEARS SOUTH 54 DEGREES 46 MINUTES 32
SECONDS EAST, A DISTANCE OF 240.55 FEET;
5. SOUTH 58 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 68.72 FEET;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 14 MINUTES 55 SECONDS, A RADIUS OF 1,121.598 FEET, AND AN ARC LENGTH OF 161.47 FEET, THE CHORD OF WHICH BEARS SOUTH 54 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 161.33 FEET;
7. SOUTH 50 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 119.87 FEET;
8. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 58 MINUTES 31 SECONDS, A RADIUS OF 1,934.98 FEET, AND AN ARC LENGTH OF 134.26 FEET, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 39 MINUTES 18 SECONDS EAST, A DISTANCE OF 134.23 FEET;
9. SOUTH 54 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 412.66 FEET;
10. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 37 MINUTES 10 SECONDS, A RADIUS OF 1,883.42 FEET, AND AN ARC LENGTH OF 118.98 FEET, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 118.96 FEET TO THE WESTERLY RIGHT-OF-WAY OF AIRPORT BOULEVARD AS DESCRIBED IN DEED RECORDED JANUARY 26, 1984 IN BOOK 2834 AT PAGE 215 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF AIRPORT BOULEVARD, SOUTH 00 DEGREES 06 MINUTES 46 SECONDS, WEST, A DISTANCE OF 432.39 FEET TO THE POINT OF BEGINNING.
SUBJECT PROPERTY IS REFERRED TO AS "TROLLEY STATION" AND FURTHER DESCRIBED AS:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL

SHEET INDEX

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3. TAB - 3 ZONING MAP
4. TAB - 4 SITE ANALYSIS NARRATIVE AND EXISTING CONDITION MAPS
5. TAB - 4 NATURAL FEATURES MAP
6. TAB - 6 MASTER PLAN NARRATIVE
7. TAB - 8 LAND USE PLAN
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9. TAB - 9 OPEN SPACE AND CIRCULATION PLAN
10. TAB - 10 URBAN DESIGN STANDARDS
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12. TAB - 11 LANDSCAPE STANDARDS
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17. TAB - 13 PUBLIC IMPROVEMENT PLAN NARRATIVE
18. TAB - 13 PUBLIC IMPROVEMENT PLAN
19. TAB - 13 PIP PLANNING AREA 1 EXHIBIT
20. TAB - 13 PIP PLANNING AREA 2 EXHIBIT
21. TAB - 13 PIP PLANNING AREA 3 EXHIBIT
22. TAB - 13 PIP PLANNING AREA 4 EXHIBIT
23. TAB - 13 PIP PLANNING AREA 5 EXHIBIT

AMENDMENT TRACKING

SIGNATURE BLOCK:

THIS MASTER PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF,: QUIKTRIP HAS CAUSED THESE PRESENTS TO BE

EXECUTED THIS 17th DAY OF AUGUST AD. 2022,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

17th DAY OF AUGUST AD 2022,

BY: Troy C. DeVos.
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

JESSICA GLAVAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214047350
MY COMMISSION EXPIRES DECEMBER 06, 2025

MY COMMISSION EXPIRES December 6, 2025

12000 Washington St Ste 175, Thornton, CO 80241
NOTARY BUSINESS ADDRESS

CITY OF AURORA APPROVALS:

CITY ATTORNEY: _____ DATE: 8/30/22

PLANNING DIRECTOR: _____ DATE: 8/29/22

ATTEST: N/A DATE: N/A

DATA BASE APPROVAL DATE : 3/2/22

RECORDER'S CERTIFICATION:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____O'CLOCK ____,M. THIS _____ DAY OF _____, 20___ A.D.

_____
CLERK AND RECORDER

_____
DEPUTY

APPLICANT/DEVELOPER:
QUIKTRIP CORPORATION
5725 FOXRIDGE DRIVE
MISSION, KS 66202-2401
913-905-2026

APPLICANT/DEVELOPER:
KENTRO GROUP
1509 YORK STREET, SUITE 201
DENVER, CO 80206
303-219-0903

PLANNER/LANDSCAPE ARCHITECT:
NORRIS DESIGN
1101 BANNOCK ST.
DENVER, CO 80204
303-892-1166

CIVIL/TRAFFIC ENGINEER:
KIMLEY HORN
4582 S. ULSTER ST, SUITE 1500
DENVER, CO 80202
303-228-2300

NORRIS DESIGN
Planning | Landscape Architecture | Branding

1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
www.norris-design.com

STATION 60
COLFAX AVENUE AND AIRPORT BOULEVARD
AURORA, COLORADO

OWNER:
QUIKTRIP CORPORATION
4705 S. 129TH EAST AVE
TULSA, OK 74134-7005
913-905-2026

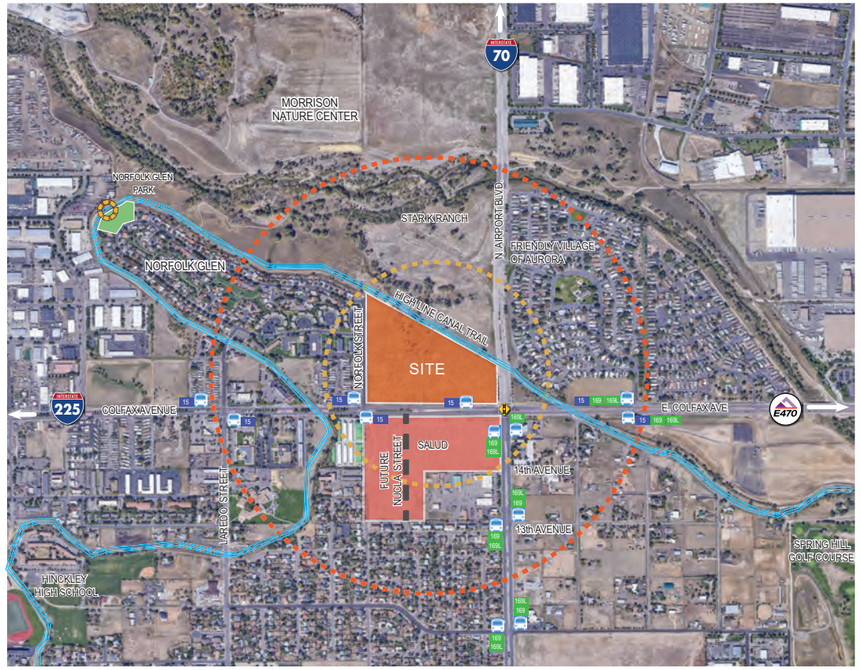
DATE:
06/10/2021 - SUBMITTAL 1
09/14/2021 - SUBMITTAL 2
11/19/2021 - SUBMITTAL 3
05/18/2022 - SUBMITTAL 4
07/18/2022 - TECH 1
08/08/2022 - TECH 2

SHEET TITLE:
COVER SHEET

1

STATION 60 MASTER PLAN 2021-7004-00

TAB 3 - CONTEXT MAP



LEGEND

- 1/4 MILE DISTANCE
- 1/2 MILE DISTANCE
- HIGH LINE CANAL TRAIL
- RTD TRANSIT STOPS (15, 169, 169L, 165L)
- HIGH LINE CANAL TRAIL CONNECTION

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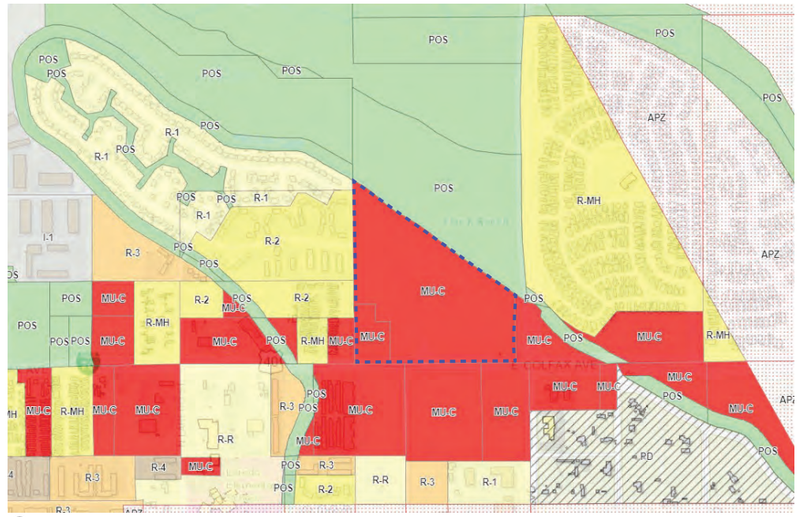
STATION 60
COLFAX AVENUE AND AIRPORT BOULEVARD
AURORA, COLORADO

OWNER:
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SHEET TITLE:
CONTEXT MAP

TAB 3 - ZONING MAP



ZONING

- R-1 LOW-DENSITY SINGLE-FAMILY RESIDENTIAL
- R-2 MEDIUM-DENSITY FAMILY RESIDENTIAL
- R-MH MANUFACTURED HOME PARK RESIDENTIAL DISTRICT
- R-3 MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL
- POS PARKS AND OPEN SPACE
- MU-C MIXED-USE CORRIDOR DISTRICT
- APZ ACCIDENTAL POTENTIAL ZONE II NORTH
- SITE

SOURCE: CITY OF AURORA ZONING MAP, 2021

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SHEET TITLE:
ZONING MAP

TAB 4 - SITE ANALYSIS NARRATIVE AND EXISTING CONDITIONS MAP



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	5.00%	990761.82	
2	5.00%	8.00%	220158.20	
3	8.00%	12.00%	115307.30	
4	12.00%	25.00%	42081.66	

SITE ANALYSIS NARRATIVE

1. GENERAL SITE CHARACTER
   THE STATION 60 SITE IS LOCATED EAST OF I-225 ON THE NORTHWEST CORNER OF EAST COLFAX AVENUE AND NORTH AIRPORT BOULEVARD. THE APPROXIMATELY +/-24-ACRE SITE IS NEIGHBORING RESIDENTIAL UNITS AS WELL AS OTHER UNDEVELOPED LAND. THE MOST IMPORTANT AND DISTINGUISHING FEATURES ARE THE MAJOR ACCESS OFF OF E. COLFAX AVE (SH-40) AND THE HIGH LINE CANAL THAT RUNS ALONG THE NORTHEAST BORDER OF THE PROPERTY.

2. SITE ASSETS
   THE MOST IMPORTANT PHYSICAL ASSETS AND POTENTIAL AMENITIES ARE GUIDED BY THE SITE LOCATION, NATURAL FEATURES, AND ACCESS RELATIVE TO MAJOR ROADS. THE SITE IS SURROUNDED BY RESIDENTIAL DEVELOPMENT AS WELL AS A FEW VACANT LOTS TO BE DEVELOPED IN THE FUTURE. THESE RESIDENTIAL DEVELOPMENTS WILL BE DRAWN TO STATION 60 DUE TO ITS CONVENIENCE. THE HIGH LINE CANAL IS ADJACENT TO THE PROPERTY PROVIDING PEDESTRIAN ACCESS TO THE SITE AND NEIGHBORING COMMUNITIES. THE MAJOR ACCESS FROM E. COLFAX AVE (SH-40) AND AIRPORT BLVD WILL PROVIDE CONVIENENT VEHICULAR ACCESS INTO THE PROPERTY.

3. SITE RESTRICTIONS
   THE EXISTING MEDIANS IN BOTH N. AIRPORT BLVD. AND E. COLFAX AVE. PREVENT FULL ACCESS MOVEMENTS ON THE EAST AND SOUTH SIDE OF THE SITE RESPECTIVELY. BOTH ACCESSES WILL REQUIRE A RIGHT-IN-RIGHT-OUT MOVEMENT. THE HIGH LINE CANAL AND E. COLFAX AVE (SH-40) BOTH REQUIRE SETBACKS FOR THE SITE. THE EXISTING STORM SEWER INFRASTRUCTURE AT THE SOUTHWEST CORNER OF THE SITE IS SHALLOW AND DISCHARGES DIRECTLY TO THE HIGH LINE CANAL, LIMITING THE SITE TO UTILIZE THE EXISTING STORM SEWER WITHIN AIRPORT BLVD ALONG THE EAST BOUNDARY OF THE PROJECT.

4. DESIGN RESPONSE TO SITE ASSETS
   THE PROPOSED DEVELOPMENT UTILIZES AN ACCESS OFF E. COLFAX AVE (SH-40), WHICH PROVIDES EASE OF ACCESS TO THE SITE AND HIGH VISIBILITY FOR THE MARKETABILITY OF COMMERCIAL USES. THE PROPERTY WILL CONNECT TO THE HIGH LINE CANAL IMPROVING CONNECTIVITY IN THE AREA. THE VIEW CORRIDORS ALONG BOTH ROADWAYS (AIRPORT BLVD AND COLFAX AVE) WILL BE MAINTAINED AS PART OF THE STREETSCAPE IMPROVEMENTS.

5. DESIGN RESPONSE TO SITE CHALLENGES
   AS NOTED PREVIOUSLY, THE MAIN CHALLENGE IS THE LIMITATION OF EXISTING STORM INFRASTRUCTURE AND EXISTING MEDIANS IN N. AIRPORT BOULEVARD AND E. COLFAX AVE. THE SITE WILL INSTALL DETENTION BASINS ALONG THE EXISTING HIGH LINE CANAL AND DISCHARGE TO THE EXISTING MAIN WITHIN AIRPORT BLVD. THE ACCESSES ALONG N. AIRPORT BLVD. AND E. COLFAX AVE. WILL BECOME RIGHT-IN-RIGHT-OUT ONLY TO AS REQUIRED BY THE CITY AND CDOT.

6. DEVELOPMENT IMPACTS ON EXISTING SITE CONDITIONS
   THE SURROUNDING PARCELS ARE A MIX OF UNDEVELOPED AND VACANT AS WELL AS RESIDENTIAL UNITS ON THE EAST AND WEST OF THE SITE. THE PROPOSED RESIDENTIAL DEVELOPMENT IS COMPATIBLE TO THE EXISTING MIX OF USES IN THE AREA. THESE RESIDENTIAL UNITS WILL HAVE CONVINIENT ACCESS TO THE COMMERCIAL USES AT STATION 60.

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SHEET TITLE:
SITE ANALYSIS NARRATIVE & EXISTING CONDITIONS MAP

TAB 4 - NATURAL FEATURES MAP



LEGEND:

- PROPERTY BOUNDARY
- EXISTING TOPOGRAPHY (1' CONTOUR INTERVALS)
- HIGH POINT
- RIDGE LINE
- VIEW CORRIDOR

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SHEET TITLE:
NATURAL FEATURES MAP

TAB 6 - MASTER PLAN NARRATIVE

1. GENERAL DESCRIPTION OF THE MASTER PLAN

BRIEFLY DESCRIBE THE GENERAL CHARACTER OF YOUR PROPOSED MASTER PLAN. WHAT WILL BE THE PREDOMINANT LAND USES? WHAT MARKET SEGMENT IS THE PROPOSED DEVELOPMENT DESIGNED TO SERVE?

THE GENERAL CHARACTER OF THE PROPOSED DEVELOPMENT WILL INCLUDE A MIX OF USES THAT RANGE FROM COMMERCIAL TO MULTIFAMILY RESIDENTIAL (AFFORDABLE HOUSING) USES TO STRENGTHEN THE COMMERCIAL AND RESIDENTIAL SECTORS OF THE CITY OF AURORA.

2. DEFINING CHARACTER OF THE MASTER PLAN

DESCRIBE HOW YOUR PROPOSED MASTER PLAN WILL CREATE A UNIQUE COMMUNITY WITH A DEFINABLE CHARACTER AND SPECIAL "SENSE OF PLACE". WHAT FACILITIES, AMENITIES AND SPECIAL DESIGN FEATURES WILL SET IT APART IN THE MARKETPLACE FROM SIMILAR DEVELOPMENTS IN YOUR AREA?

THE PROPOSED MASTER PLAN INTENDS TO CREATE A UNIQUE MIX OF USES TO PROPERLY SERVE THE RESIDENTS OF THE SURROUNDING NEIGHBORHOODS VIA RETAIL SERVICES AND JOB OPPORTUNITIES IN ADDITION TO ADDITIONAL HOUSING OPTIONS IN THE NEIGHBORHOOD. THE MASTER PLAN WILL SERVE AS A CATALYST FOR FURTHER DEVELOPMENT IN THE SURROUNDING AREAS IN ORDER TO ACCOMMODATE ADDITIONAL USERS AND SERVICES FOR THE RESIDENTS OF THE SURROUNDING AREA, CLOSING THE GAP IN THE LACK OF SERVICES CURRENTLY AVAILABLE IN THE AREA.

3. ZONING CONFORMANCE.

DOES THE MASTER PLAN ACCURATELY REFLECT ADOPTED ZONE DISTRICT BOUNDARIES?

YES, THE MASTER PLAN ACCURATELY REFLECTS THE ADOPTED ZONING FOR THE DISTRICT BOUNDARIES

4. ADJUSTMENTS

DOES YOUR CURRENT DESIGN REQUIRE ANY ORDINANCE ADJUSTMENTS IN ORDER TO BE APPROVED? IF SO, LIST EACH PROPOSED ADJUSTMENT, AND ANSWER THE FOLLOWING QUESTIONS FOR EACH. (IF NO MASTER PLAN ADJUSTMENTS ARE LISTED AND APPROVED, WE WILL ALWAYS INTERPRET THE FINAL MASTER PLAN DOCUMENT TO MEAN THAT ALL CITY CODE REQUIREMENTS WILL BE MET OR EXCEEDED.)• WHAT ARE THE SPECIFIC SITE-RELATED CHARACTERISTICS OF YOUR SITE THAT HAVE LED TO THE ADJUSTMENT REQUEST? (DO NOT INCLUDE SELF-IMPOSED HARDSHIPS OR CONSTRAINTS AS A JUSTIFICATION. FINANCIAL CONSTRAINTS MAY BE CONSIDERED, BUT ONLY AS THEY RELATE TO UNUSUAL SITE CONDITIONS. DO NOT SIMPLY RESPOND THAT MEETING ALL DEVELOPMENT STANDARDS WOULD BE TOO COSTLY.) WHAT DESIGN ALTERNATIVES HAVE YOU CONSIDERED TO AVOID THE ADJUSTMENT? WHY WEREN'T THESE ALTERNATIVES CHOSEN? WHAT MEASURES HAVE BEEN TAKEN TO REDUCE THE SEVERITY OR EXTENT OF THE PROPOSED ADJUSTMENT? WHAT COMPENSATING INCREASES IN DESIGN STANDARDS HAVE YOU PROPOSED TO MITIGATE THE ADJUSTMENT'S IMPACT?

NONE AT THIS TIME.

5. POTENTIAL REGULATORY CONFLICTS.

ARE THERE ANY EXISTING OR POTENTIAL CONFLICTS BETWEEN MASTER PLAN DESIGN ORDINANCE REQUIREMENTS AND THE TERMS OF ANY EXISTING ANNEXATION AGREEMENTS OR AGREEMENTS WITH OTHER JURISDICTIONS OR INTEREST GROUPS? IF SO WHAT ARE THEY AND HOW YOU PROPOSE TO RESOLVE THEM?

NONE AT THIS TIME.

6. REQUIRED CITY FACILITIES:

WHAT ADDITIONAL CITY FACILITIES OR SERVICES WILL THE CITY OF AURORA HAVE TO PROVIDE IN ORDER FOR YOUR MASTER PLAN TO BE IMPLEMENTED? WHAT POLICE, FIRE, AND RECREATION FACILITIES ARE REQUIRED AND WHERE ARE THEY LOCATED (INSIDE OR OUTSIDE YOUR MASTER PLAN BOUNDARY.) TO WHAT EXTENT WILL YOUR DEVELOPMENT PLAN HELP TO FUND OR CONSTRUCT THESE FACILITIES?

NONE.

7. VEHICULAR CIRCULATION.

DO YOUR PROPOSED ARTERIAL AND COLLECTOR ROADWAYS ALIGN WITH THE ARTERIALS AND COLLECTORS OF ADJACENT PROPERTIES? DO YOUR ROADWAY CROSS SECTIONS MATCH ADJACENT CROSS SECTIONS? IF NOT, EXPLAIN WHY.

THE DEVELOPMENT WILL COMPLETE THE REMAINING ROW FOR NORFOLK STREET AND IMPROVE THE CROSS SECTION FOR A SEGMENT OF COLFAX AVENUE. THE INTERNAL PRIVATE STREETS ALIGN WITH THE ADJACENT ARTERIALS AND COLLECTOR STREETS.

8. PEDESTRIAN CIRCULATION.

DO OFF-STREET TRAILS ON YOUR SITE CONNECT WITH CONNECT WITH THOSE ON ADJACENT PROPERTIES. DO YOUR CROSS SECTIONS MATCH ADJACENT CROSS SECTIONS? IF NOT, EXPLAIN WHY.

CURRENT PEDESTRIAN CIRCULATION HAS A FEW CONNECTIONS TO THE HIGH LINE CANAL TRAIL IN THE AREA. THE APPLICANT IS WORKING WITH THE CITY AND CONSERVANCY ENHANCE CONNECTIVITY IN THE AREA THAT WILL PROVIDE ACCESS TO THE TRAIL AND SITE, PROVIDING A PEDESTRIAN CONNECTIONS NORTH OF NORFOLK STREET.

9. PROTECTION OF NATURAL FEATURES, RESOURCES AND SENSITIVE AREAS.

DESCRIBE HOW THE DEVELOPMENT WILL BE DESIGNED TO PROTECT, USE OR ENHANCE NATURAL RESOURCES AND FEATURES. IN PARTICULAR, DESCRIBE HOW THE DESIGN OF THE DEVELOPMENT WILL RESPOND TO:• WATER FEATURES, SUCH AS FLOODPLAINS, STREAMS, AND ARROYOS. • ADJACENT PARKS AND PUBLIC OPEN SPACE• HISTORIC OR ARCHAEOLOGICAL SITES• SIGNIFICANT VIEWS OF THE FRONT RANGE AND VIEWS FROM PUBLIC PARKS AND I-70 AND E-470 AND OTHER COLLECTOR AND ARTERIAL STREETS RIPARIAN WILDLIFE HABITAT THE APPROXIMATE TOPOGRAPHIC FORM OF MAJOR RIDGELINES AND SWALES NATURAL OR GEOLOGIC HAZARD AREAS, INCLUDING UNSTABLE SLOPES AND EXPANSIVE SOILS OTHER NATURAL FEATURES SUCH AS BLUFFS, RIDGES, STEEP SLOPES, STANDS OF MATURE TREES, ROCK OUTCROPPINGS, OR WETLANDS.

THE MASTER PLAN INTENDS TO PROTECT AND ENHANCE NATURAL RESOURCES IN THE AREA THROUGH A 25-FEET LANDSCAPING BUFFER ALONG THE NORTH SIDE OF THE SITE IN ORDER TO PROVIDE CONCEALMENT FOR RESIDENTS THAT USE THE HIGH LINE CANAL TRAIL IN ADDITION TO THE OVERALL LANDSCAPE REQUIREMENT THAT WILL GUIDE DEVELOPMENT.

10. NEIGHBORHOOD CONCEPT:

BRIEFLY DESCRIBE THE LOCATION OF YOUR INDIVIDUAL NEIGHBORHOODS. HOW HAVE YOU DEFINED THE BOUNDARIES FOR EACH NEIGHBORHOOD? HOW ARE THE ARCHITECTURAL STYLES AND OTHER DESIGN FEATURES DISTRIBUTED AMONG THE NEIGHBORHOODS? ARE THERE ANY STYLES OR OTHER DESIGN STANDARDS THAT ARE RESTRICTED TO SPECIFIC AREAS? ALSO FILL OUT URBAN DESIGN FORM F-2 TO MORE FULLY DESCRIBE THE SPECIAL STANDARDS AND CHARACTER OF EACH NEIGHBORHOOD.

PLEASE SEE FORM F-2 IN MASTER PLAN FOR FURTHER INFORMATION.

11. BLACK FOREST ORDINANCE

IS THE BLACK FOREST ORDINANCE APPLICABLE TO YOUR SITE? IF SO WHERE DO THE IMPACTED AREAS SHOW ON YOUR EXHIBITS, AND HOW WILL THE REQUIREMENTS OF THE ORDINANCE BE CARRIED OUT?

N/A

12. STEEP SLOPE STANDARDS

DOES YOUR DEVELOPMENT PLAN INCLUDE BUILDING ON AREAS WITH AN EXISTING SLOPE OF 6% OR GREATER? IF SO, WHAT STANDARDS AND DESIGN STRATEGIES HAVE YOU ADOPTED TO DEAL WITH DRAINAGE AND AESTHETIC ISSUES? HAVE YOU REVIEWED AND CONSIDERED OUR RECOMMENDED STEEP SLOPE DESIGN GUIDELINES? IF NOT, WHY?

NOT APPLICABLE. THERE ARE NO SLOPES THAT ARE 6% OR GREATER THROUGHOUT THE SITE

13. CONSULTATIONS WITH OUTSIDE JURISDICTIONS AND AGENCIES.

HAVE YOU CONSULTED WITH REPRESENTATIVES OF YOUR LOCAL SCHOOL DISTRICT, THE COLORADO DIVISION OF WILDLIFE, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, OR OTHER APPLICABLE LOCAL, STATE OR FEDERAL AGENCIES? IF SO, LIST THE DATES, CONTACT PERSON, AND RESULTS OF YOUR DISCUSSIONS. INCLUDE ANY LETTERS YOU'VE RECEIVED FROM THESE AGENCIES AS AN APPENDIX TO YOUR APPLICATION.

NOT AT THIS TIME.

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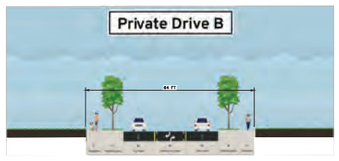
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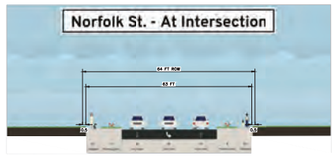
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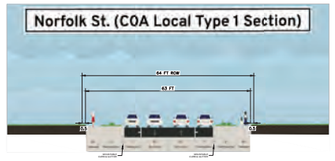
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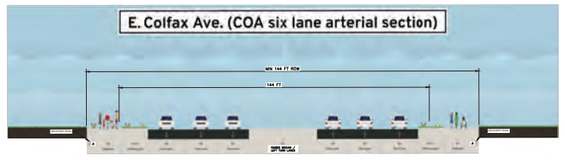
TAB 8 - STREET HIERARCHY











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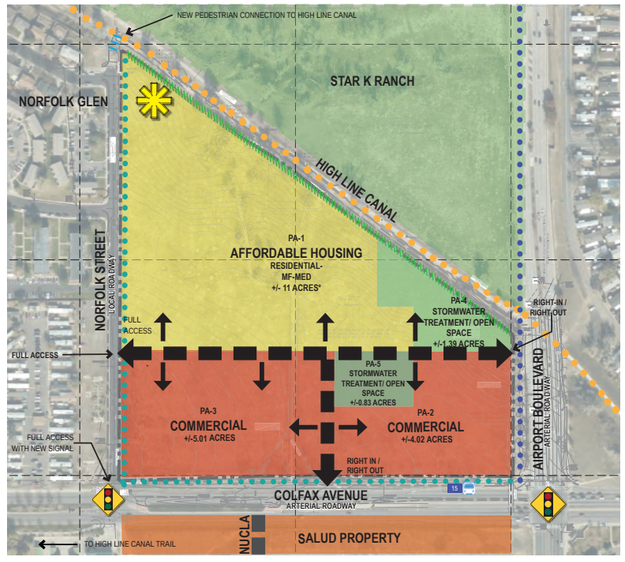
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SHEET TITLE:
STREET HIERARCHY

TAB 8 - LAND USE PLAN



LEGEND

- PRIMARY STREET
- PLANNING AREA BOUNDARY
- PROPOSED DETACHED SIDEWALK
- PROPOSED SPECIAL BUFFER (25')
- HIGH LINE CANAL TRAIL
- EXISTING DETACHED SIDEWALK
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- COMMUNITY ASSET AREA
- TRAIL CONNECTION
- TRANSIT STOP 15

PROJECT DESCRIPTION

STATION 60 IS APPROXIMATELY 24 TOTAL ACRES AND ZONED MIXED USE-CORRIDOR DISTRICT (MU-C) IN SUBAREA A. THE SITE IS LOCATED AT THE NORTHWEST CORNER OF COLFAX AVENUE AND AIRPORT ROAD AND HAS DIRECT ACCESS TO BOTH E. COLFAX AVENUE, N. AIRPORT BOULEVARD AND NORFOLK STREET VIA COLFAX AVENUE. THE CONCEPTUAL SITE PLAN PROPOSES 9.03 AC OF COMMERCIAL FOR THE SOUTHERN PARCELS AND 11 AC OF RESIDENTIAL MULTIFAMILY PLANNED TO BE AFFORDABLE HOUSING IN THE NORTHERN PARCEL.

STATION 60 WILL BE ANCHORED BY A QUIKTRIP ON THE EASTERN COMMERCIAL PARCEL. COMMERCIAL USES ARE PROPOSED FOR THE PARCELS NORTH AND WEST OF THE QUIKTRIP MAY INCLUDE RETAIL AND FAST FOOD USES. THE NORTHERN PARCEL PROPOSES RESIDENTIAL PLANNED TO BE AFFORDABLE HOUSING. ACCESS IS PROVIDED FROM AN INTERNAL PRIVATE STREET WITH ACCESS TO N. AIRPORT BOULEVARD AND NORFOLK STREET. THE HIGH LINE CANAL AND TRAIL IS LOCATED ALONG THE NORTHERN PROPERTY LINE OF THE SITE WHICH WILL INTEGRATE THE REQUIRED SPECIAL LANDSCAPE BUFFER. A FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL TRAIL IS PLANNED NORTH OF NORFOLK STREET, JUST WEST OF THE NORTH CORNER OF THE PA-1 TO PROVIDE DIRECT ACCESS TO THE HIGH LINE CANAL TRAIL.

FORM D: MP LAND USE MAP MATRIX ZONE

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE (IN DU'S OR SF)	G. ACTUAL PROPOSED MAXIMUM DENSITY (IN DU'S OR SF)	H. PHASING, DETAILS AND COMMENTS (INCLUDE PHASE NUMBER OR TRIGGERING EVENT)
1. FLOOD PLAIN AREAS			N/A				
2. REQUIRED LAND DEDICATION AREAS FOR PARKS, SCHOOLS, FIRE STATIONS, POLICE STATIONS, LIBRARIES			N/A			0.39 AC OF COMMUNITY PARK + 62 AC OF NEIGHBORHOOD PARK + 2.21 AC OF OPEN SPACE (ON SITE AND/OR CASH IN LIEU)	APPLICANT WILL MAKE A CASH-IN-LIEU PAYMENT TO THE CITY AT THE TIME OF RECORDATION OF FIRST SUBDIVISION PLAT
DEVELOPMENT AREAS BUSDINESS	PA-1	MF-MED RESIDENTIAL	+/- 11.00	N/A	N/A	219.DU *20.5 ACRES PROS OPEN SPACE MINIMUM TO BE DEFINED AT SITE PLANS	PHASE 1
	PA-2	COMMERCIAL	+/- 4.02				PHASE 2
	PA-3	COMMERCIAL	+/- 5.01				PHASE 2
	PA-4	STORM WATER TREATMENT/ OPEN SPACE	+/- 1.39				PHASE 1
	PA-5		+/- 0.83				PHASE 1
		PUBLIC & PRIVATE ROW	1.85				PHASE 1
4. TOTAL MAP ACREAGE (TOTAL FIGURES ABOVE)			24.1				
5. LESS 1/2 OF PERIMETER STREETS NOT OWNED BY APPLICANT			43 AC				
6. APPLICANTS ACREAGE LISTED IN APPLICATION (LINE 4 MINUS LINE 5)			23.67 AC				
7. TOTAL FLOOD PLAIN ACREAGE			N/A				
8. TOTAL ADJUSTED GROSS MP ACREAGE (LINE 4 MINUS LINE 7)			23.67 AC				

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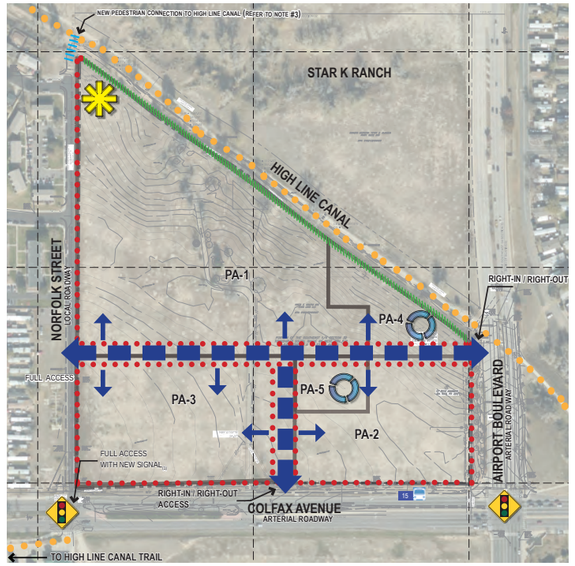
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SHEET TITLE:
LAND USE PLAN

TAB 9 - OPEN SPACE



NOTES
(1) TRAFFIC SIGNAL ESCROW APPLIES TO THIS LOCATION
(2) CLOSEST ACCESS TO HIGH LINE CANAL TRAIL FROM THIS POINT : 1/3 MILE

LEGEND

- PRIMARY STREET
- PEDESTRIAN CIRCULATION
- 25' LANDSCAPE BUFFER
- HIGH LINE CANAL TRAIL
- FUTURE HIGH LINE CANAL TRAIL CONNECTION
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- WATER QUALITY / DETENTION
- COMMUNITY ASSET AREA
- TRANSIT STOP 15

FORM J: PARKS, RECREATION, AND OPEN SPACE MATRIX

A. PLANNING AREA DESIGNATION (OR FEATURE IN AN AREA)	B. DESCRIPTION AND INVENTORY OF FACILITIES	C. TOTAL ACREAGE	D. PARKS DEPT. CREDITED ACREAGE	E. FINAL OWNERSHIP AND FACILITY FUNDING	F. TRIGGER FOR EACH PHASE
PA-1	COMMUNITY ASSET AREA (BENCH, TRASH RECEPTACLE AND PASSIVE LANDSCAPE)	0.5 AC	0.5 AC	PRIVATE, METRO DISTRICT OR HOA	COMPLETION OF PA-1
PA-1	HIGH LINE TRAIL CONNECTION LOCATED AT NORFOLK STREET CROSSING TO THE HIGH LINE CANAL	TBD	TBD	REFER TO NOTE 3	COMPLETION OF PA-1
PA-1	OPEN SPACE	ESTIMATED 3.2 AC	ESTIMATED 3.2 AC	PRIVATE, METRO DISTRICT OR HOA	PROVIDED ON-SITE OR IN-LIEU FEE AT THE COMPLETION OF PA-1
PA-4	WATER QUALITY/ DETENTION/ PASSIVE OPEN SPACE (BENCH AND LANDSCAPE)	1.39 AC	ESTIMATED 0.5 AC	PRIVATE	CONCURRENT WITH PA-1 AND PA-2
PA-5	WATER QUALITY/ DETENTION/ PASSIVE OPEN SPACE (BENCH AND LANDSCAPE)	0.83 AC	TBD	PRIVATE	CONCURRENT WITH PA-1 AND PA-2
TOTAL		5.92 AC	ESTIMATED 4.2 AC		

Director of Parks, Recreation, and Open Space

DATE:_____ SIGNATURE:_____

NOTES:

1. ANY DEFICIENCIES IN COMMUNITY PARK, NEIGHBORHOOD PARK AND OPEN SPACE REQUIREMENTS WILL BE PAID CASH-IN-LIEU.
2. DETENTION AREAS WHICH DO NOT DRAIN WITHIN 24 HOURS HAVE NOT BEEN INCLUDED IN TOTAL CREDITED ACREAGE.
3. HIGH LINE TRAIL CONNECTION IN PA-1 MAY BE A PEDESTRIAN BRIDGE, LOW WATER CROSSING OR OTHER CONNECTION DESIGN.
   - TRAIL CONNECTION DETAILS TO BE PROVIDED AT TIME OF THE CIVIL CONSTRUCTION PLANS.
   - IF THE PEDESTRAIN BRIDGE IS INSTALLED, THIS IS TO BE PROS OWNED AND MAINTAINED. IF NOT, THE FINAL OWNERSHIP AND MAINTENANCE TO BE DETERMINED AT CIVIL CONSTRUCTION PLANS.
   - THE DESIGN AND MATERIALS WILL MEET ALL OF PROS STANDARDS.
   - THIS FEATURE WILL NEED TO BE WITHIN A TRACT DEDICATED TO THE CITY THAT INCLUDES JUST THE CONNECTION. CLEAR ACCESS OR AN ON-SITE PUBLIC ACCESS EASEMENT MAY NEED TO BE PROVIDED TO ENSURE THAT PROS CAN ACCESS THIS FEATURE FOR MAINTENANCE.

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SHEET TITLE:
OPEN SPACE & CIRCULATION PLAN

TAB 10 - URBAN DESIGN STANDARDS

FORM F-1: URBAN DESIGN MATRIX		
SPECIAL URBAN DESIGN FEATURE	BRIEF DESCRIPTION OF THE FEATURE	LOCATION OF THE STANDARDS IN APPLICATION PACKAGE
1. ENTRY MONUMENT	ENTRY SIGNAGE WILL BE DEVELOPED TO COMPLEMENT THE ARCHITECTURAL CHARACTER FOUND IN THE FRONT RANGE AND MOUNTAIN WEST AS A UNIFYING IDENTIFICATION ELEMENT FOR STATION 60. ENTRY SIGNAGE WILL INTEGRATE A CONSISTENT DESIGN STYLE AND MATERIAL USAGE FOR THE SIGNAGE BASES. ENTRY SIGNAGE WILL BE LOCATED AT KEY ENTRIES AND CORNERS ALONG AIRPORT BOULEVARD AND COLFAX AVENUE. ALL SIGNAGE MUST COMPLY WITH SIGHT TRIANGLE CRITERIA PER THE COA UDO. MATERIALS: SIGNAGE AND MONUMENTATION WILL INTEGRATE MATERIALS SUCH AS STONE, STONE VENEER, INTEGRALLY COLORED MASONRY UNITS, CAST-IN-PLACE CONCRETE, PRECAST COLUMN CAPS, METAL ACCENTS, AND METAL PROJECT IDENTITY SIGN / LOGO. NATIONAL BRAND STANDARDS WILL BE PERMITTED BUT MUST COMPLY WITH UDO STANDARDS.	SEE FIGURE G: ENTRY SIGNAGE ON PAGE 11 OF THIS MASTER PLAN
2. RETAINING WALLS	THE SITE TOPOGRAPHY IS GENERALLY FLAT. RETAINING WALLS, WHERE REQUIRED, WILL BE DESIGNED TO ACHEVE AESTHETIC AND FUNCTIONAL PURPOSES. RETAINING WALL ALIGNMENTS WILL COMPLEMENT THE ASSOCIATED ARCHITECTURAL TREATMENTS AND ALLOW FOR CLUSTERED FOREGROUND PLANTINGS TO BE INCORPORATED. THE FINAL DESIGN AND COMMITMENT TO THE ABOVEMENTIONED ELEMENTS WILL BE SUBJECT TO THE DETAILED DESIGN DEVELOPMENT DURING THE SITE PLAN PHASE OF THE PROJECT. MATERIALS: RETAINING WALLS SHALL BE CONSTRUCTED OF DECORATIVE MODULAR CONCRETE WALL BLOCKS, INTEGRALLY COLORED MASONRY UNITS, CAST-IN-PLACE CONCRETE OR DRY STACK STONE DEPENDING ON LOCATION. RAILING IS REQUIRED ON ALL RETAINING WALLS GREATER THAN 30".	SEE FIGURES K AND P: RETAINING WALL EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
3. FENCE AND PRIVACY WALLS	FENCING AND WALLS WILL BE OPTIONAL AND GENERALLY KEPT TO A MINIMUM. WASTE COLLECTION AND SERVICE AREAS WILL BE SCREENED AS REQUIRED BY THE CITY. ALL FENCING AND WALLS MUST COMPLY WITH SIGHT TRIANGLE CRITERIA PER THE COA UDO. MATERIALS: FENCING SHALL BE CONSTRUCTED OF NATURAL WOOD, COMPOSITE PRODUCTS OR METAL AND INCLUDE MASONRY COLUMNS ALONG COLLECTORS / ARTERIALS. MASONRY WALLS AND MASONRY COLUMNS SHALL BE CONSTRUCTED OF NATURAL OR CULTURED STONE, STUCCO, PRECAST CONCRETE, CAST-IN-PLACE CONCRETE, INTEGRALLY COLORED MASONRY UNITS OR DECORATIVE MODULAR MASONRY WALL BLOCK.	SEE FIGURE M: PRIVACY FENCE - RESIDENTIAL ON PAGE 11 OF THIS MASTER PLAN
4. LIGHTING STANDARDS	STREET LIGHTS IN PUBLIC ROW MUST MEET COA DRAFT LIGHTING STANDARDS FOR BOTH LUMINANCE AND FIXTURES. STREET LIGHTS ON PRIVATE STREETS SHALL MEET THE COA LIGHTING STANDARD BASED ON PHOTOMETRIC ANALYSIS. PEDESTRIAN, VEHICULAR AND ACCENT LIGHTING - PEDESTRIAN, VEHICULAR AND ACCENT LIGHT FIXTURES WILL BE INTEGRATED TO ENHANCE THE OVERALL USER EXPERIENCE. LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF AURORA STANDARDS.	SEE FIGURE L: COMMERCIAL LIGHTING EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
5. PAVING STANDARDS	COLORED CONCRETE PAVING SHALL OCCUR AT KEY LOCATIONS SUCH AS ENTRIES TO COMMERCIAL/RETAIL BUILDINGS AND KEY PEDESTRIAN AREAS IN THE COMMERCIAL/RETAIL AREAS. A LICENSE AGREEMENT IS REQUIRED FOR ANY SPECIAL PAVING IN PUBLIC ROW AND UTILITY EASEMENTS.	SEE FIGURE J: SITE PAVING EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
6. STREET FURNITURE	CONTEMPORARY STYLE SITE FURNISHINGS WILL BE INCORPORATED THROUGHOUT STATION 60. DISTINCTIVE BENCHES, TRASH RECEPTACLES AND BIKE RACK DESIGNS WILL BE SIMILAR TO REPRESENTAIVE IMAGES FOR THE PROJECT. SITE FURNISHINGS WILL BE USED IN SPECIAL AREAS AS APPROPRIATE TO CREATE CONTINUITY IN THE OVERALL CHARACTER. SPECIAL AREAS INCLUDE THE COMMUNITY ASSET AREA IN THE NORTHERN PLANNING AREA, ADJECENT TO THE TRAIL CONNECTION. SITE FURNISHINGS ARE NOT ALLOWED IN SIGHT TRIANGLE ZONES. MATERIALS: CONTEMPORARY METAL TRASH RECEPTACLES AND BENCHES, DECORATIVE CAST IRON TREE GRATES AND GUARDS AND BIKE RACKS COMPRISING OF CAST STEEL AND ALUMINUM.	SEE PAGE 10 OF THIS MASTER PLAN FOR SITE FURNISHINGS
7. SIGNAGE	FREESTANDING AND WALL MOUNTED SIGNAGE ALIGNING WITH THE TENANT'S BRANDED SIGN SYSTEM WILL OCCUR IN EACH PLANNING AREA WHILE BEING IN CONFORMANCE WITH THE CITY REQUIREMENTS. TENANT IDENTIFICATION SIGNAGE MAY BE LOCATED AT THE KEY ACCESS LOCATION ALONG AIRPORT BOULEVARD AND COLFAX AVENUE. WAYFINDING SIGNAGE MAY BE USED FOR DIRECTIONAL PURPOSES THROUGHOUT THE DEVELOPMENT. THIS SYSTEM WILL CONSIST OF SIGN FORMS AND MATERIALS THAT COMPLEMENT THE MATERIALS, COLORS AND IMAGERY AESTHETICS OF THE PROJECT.	SEE FIGURE H AND I COMMERCIAL SIGNAGE EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
8. SPECIAL NEIGHBORHOOD CONCEPTS	STATION 60 WILL INTEGRATE THE FOLLOWING SPECIAL FEATURES: * THE DEVELOPMENT WILL CONSTRUCT A NEW PEDESTRIAN CROSSING (BRIDGE, LOW WATER CROSSING OR OTHER CROSSING TYPE) AT NORFOLK STREET ADJECENT TO THE NORTHWEST CORNER OF PLANNING AREA 1 THAT WILL CONNECT TO THE HIGH LINE CANAL REGIONAL TRAIL. * A COMMUNITY ASSET AREA AT THE NORTHWEST CORNER OF THE SITE THAT WILL INCLUDE BENCHES, TRASH RECEPTICLES, WAYFINDING SIGNAGE, LANDSCAPE AREA, PET AND BIKE STATION WILL BE INSTALLED TO CONNECT THE SITE TO THE FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL REGIONAL TRAIL.	SEE FIGURE N FOR THE TRAIL CONNECTION AREA ON PAGE 11 OF THIS MASTER PLAN
9. SPECIAL FACILITIES AND STRUCTURES SUCH AS CLUBHOUSES AND OTHER RECREATIONAL FACILITIES	STATION 60 WILL INTEGRATE THE FOLLOWING SPECIAL FEATURES: * A POOL AND GATHERING SPACE WILL BE PROVIDED AS AN AMENITY TO THE RESIDENTS IN THE MULTIFAMILY PLANNING AREA (PA-1). * A COMMUNITY ASSET AREA AT THE NORTHWEST CORNER OF THE SITE ALONG NORFOLK STREET WILL BE INSTALLED AND IT WILL INCLUDE BENCHES, TRASH RECEPTACLE, WAYFINDING SIGNAGE, LANDSCAPE AREA, PET AND BIKE STATION. THIS AREA WILL CONNECT THE SITE TO THE FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL REGIONAL TRAIL.	SEE FIGURE O FOR THE COMMUNITY ASSET AREA EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
10. OTHER	N/A	


FIGURE A: PLANTERS


FIGURE B: TRASH RECEPTACLE


FIGURE C: TREE GUARD


FIGURE D: BICYCLE RACK


FIGURE E: BENCH



FIGURE F: TABLE CHAIR

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SHEET TITLE:
URBAN DESIGN STANDARDS

TAB 10 - URBAN DESIGN STANDARDS EXHIBIT

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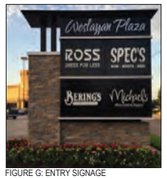


FIGURE G: ENTRY SIGNAGE


FIGURE H: COMMERCIAL SIGNAGE



FIGURE I: COMMERCIAL SIGNAGE


FIGURE J: SITE PAVING


FIGURE K: LANDSCAPE RETAINING WALL


FIGURE L: LIGHTING


FIGURE M: PRIVACY FENCE -RESIDENTIAL


FIGURE N: COMMUNITY ASSET AREA


FIGURE O: COMMUNITY ASSET AREA


FIGURE P: LANDSCAPE RETAINING WALL

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TAB 11 - LANDSCAPE STANDARDS

LANDSCAPE

THE LANDSCAPE FOR STATION 60 WILL ESTABLISH AN URBAN CONTEXT ORGANIZED BY A COHESIVE THEME AND CHARACTER THROUGHOUT THE PROPERTY. PLANT MATERIAL WILL BE BASED ON THE CITY OF AURORA APPROVED PLANT LIST AND CONTAIN A VARIETY OF SPECIES THAT WILL THRIVE IN AN URBAN SETTING AND PROVIDE YEAR-ROUND INTEREST. ALL PROPOSED LANDSCAPE SHALL ADHERE TO THE CITY OF AURORA LANDSCAPE UNIFIED DEVELOPMENT ORDINANCE (UDO) AND RELATED LANDSCAPING REQUIREMENTS UNLESS AN ADJUSTMENT IS REQUESTED.

THE LANDSCAPE WILL BRING THE SITE TOGETHER WITH ELEMENTS TO COMPLIMENT COMMERCIAL AND RESIDENTIAL USES. THE LANDSCAPE PLANT PALETTE WILL CONSIST OF PLANT MATERIAL WITH A VARIETY OF COLORS, TEXTURES AND FORMS THAT WILL PROVIDE AN ATTRACTIVE, MULTI-SEASON LANDSCAPE THAT IS DURABLE AND EASY TO MAINTAIN. THE LANDSCAPE WILL RESPOND TO THE SITE ARCHITECTURE, OPEN SPACES AND TECHNICAL FEATURES SUCH AS PARKING, UTILITIES, SIGNAGE AND SIGHT LINES. THE LANDSCAPE WILL ACCENTUATE GATHERING AREAS, ENTRY AREAS AND HIGHLIGHT KEY VIEWS THROUGHOUT THE SITE.

STREETSCAPE

INTENT

- TO CREATE AN ATTRACTIVE AND VIBRANT URBAN STREETSCAPE EDGE AND CENTRAL CORRIDOR TO THE DEVELOPMENT WHILE ACCOMMODATING VEHICULAR AND PEDESTRIAN CIRCULATION THROUGHOUT THE SITE
- TO PROVIDE A SAFE, CONVENIENT AND COMFORTABLE CIRCULATION SYSTEM INTERNAL TO THE SITE THAT WILL ENHANCE THE SITE.

DESIGN GUIDELINES

- CLEAR PEDESTRIAN PATHS SHALL BE INTEGRATED INTO THE STREETSCAPE IN ORDER TO CREATE A CONTINUOUS AND ACCESSIBLE WALKWAY FOR SAFETY AND CONVENIENCE.
- STREET TREE SPECIES SHALL BE SELECTED AND PLANTED SO AS TO CREATE A RHYTHM ALONG THE STREET WHILE MAINTAINING SPECIES DIVERSITY AND MULTI-SEASON INTEREST. TREES MAY BE ACCENTED BY LANDSCAPE LIGHTING IN KEY AREAS.
- ALL TREES WITHIN THE STREETSCAPE SHALL BE DECIDUOUS TREES SELECTED FOR TOLERANCE TO URBAN CONDITIONS AND ATTRACTIVE FEATURES. TREES SHALL BE LOCATED IN OPEN PLANTING BEDS, RAISED PLANTERS OR CURBSIDE LANDSCAPING AND SPACED A MAXIMUM OF 35' ON CENTER (O.C.). TREES SHALL BE A MINIMUM OF 2.5" CALIPER AT THE TIME OF INSTALLATION.
- HARDSCAPE MATERIALS AND PAVING PATTERNS WITHIN THE STREETSCAPE SHALL BE CONSISTENT AND RELATE TO THE SURROUNDING ARCHITECTURAL PATTERNS AND TEXTURES. THESE MATERIALS INCLUDE COLORED CONCRETE, STAMPED ASPHALT, STAMPED CONCRETE AND/OR PAVERS.
- SITE AMENITIES, INCLUDING BENCHES, BICYCLE PARKING, AND TRASH RECEPTACLES, SHALL BE LOCATED AT INTERVALS ALONG THE STREETSCAPE AND IN KEY AREAS TO ENCOURAGE STREETSCAPE ACTIVATION.
- PEDESTRIAN AND STREET LIGHTING FIXTURES SHALL BE INCORPORATED TO ENHANCE THE PEDESTRIAN EXPERIENCE AND CREATE A SAFE AND WELCOMING ENVIRONMENT. LED LIGHTING WITH A FIXTURE AND POLE STYLE THAT RELATES TO THE PROJECT'S ARCHITECTURE AND SITE FURNISHINGS SHALL BE INCORPORATED IN THE PROPOSED DEVELOPMENT.
- ALL SERVICE AREAS, TRASH BINS, DELIVERY AREAS AND MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE PUBLIC RIGHT-OF-WAY.
- ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10.

PARKING

INTENT

- TO CREATE EFFICIENT SURFACE PARKING LOTS WITH WELL-IDENTIFIED ACCESS AND MINIMAL VISUAL IMPACT TO THE SURROUNDING SITE AND NEIGHBORHOOD.

DESIGN GUIDELINES

- PARKING LOTS ADJACENT TO BUILDINGS MUST PROVIDE A MINIMUM 5' OF UNOBSTRUCTED WALKING AREA.
- ALL OFF-STREET PARKING WILL HAVE LANDSCAPE AND REQUIRED SCREENING PER THE CURRENT UDO STANDARDS FROM PUBLIC VIEW AND ADJACENT USES, WHERE APPLICABLE.

FORM G: LANDSCAPE STANDARDS MATRIX		
LANDSCAPE ITEM	BRIEF DESCRIPTION OF THE FEATURES	LOCATION OF THE STANDARDS IN THE APPLICATION PACKAGE
1. OVERALL LANDSCAPE CONCEPT AND PALETTE OF PLANT MATERIALS USED TO CARRY IT OUT.	*THE LANDSCAPE FOR STATION 60 SHALL BE OF A COHESIVE THEME AND CHARACTER THROUGHOUT THE SITE. SELECTION OF PLANT MATERIAL WILL BE BASED ON THE CITY OF AURORA APPROVED PLANT LIST AND CONTAIN A VARIETY OF SPECIES THAT WILL THRIVE IN AN URBAN SETTING AND PROVIDE YEAR-ROUND INTEREST. ALL PROPOSED LANDSCAPE SHALL ADHERE TO THE CITY OF AURORA UDO AND RELATED LANDSCAPING REQUIREMENTS UNLESS AN ADJUSTMENT IS REQUESTED.* *THE LANDSCAPE TREATMENT WILL ACT AS A COHESIVE ELEMENT THAT TIES THE SITE TOGETHER. THE LANDSCAPE PLANT PALETTE WILL CONSIST OF PLANT MATERIAL WITH A VARIETY OF COLORS, TEXTURES AND FORMS THAT WILL PROVIDE AN ATTRACTIVE, MULTI-SEASON LANDSCAPE THAT IS DURABLE AND EASY TO MAINTAIN. THE LANDSCAPE WILL RESPOND TO THE SITE ARCHITECTURE, OPEN SPACES AND TECHNICAL FEATURES SUCH AS PARKING, UTILITIES, SIGNAGE AND SIGHT LINES. THE LANDSCAPE WILL ACCENTUATE GATHERING AREAS, ENTRY AREAS AND HIGHLIGHT KEY VIEWS THROUGHOUT THE SITE.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND THE RESIDENTIAL PLANNING AREAS OF THIS MASTER PLAN
2. LANDSCAPE DESIGN AT ENTRY MONUMENTATION AND KEY ENTRY POINTS	*LANDSCAPING FOR ENTRY MONUMENTATION AND KEY ENTRY POINTS SHALL MEET APPLICABLE CITY STANDARDS. PLANT MATERIAL SHALL BE CONSISTENT WITH THE REST OF THE DEVELOPMENT.*	SEE FIGURE D: COMMERCIAL LANDSCAPE ENTRANCE ON PAGE 13 OF THE LANDSCAPE STANDARD EXHIBITS.
3. LANDSCAPE STANDARDS ALONG E-470	NA.	N/A
4. LANDSCAPE STANDARDS ALONG ARTERIAL AND COLLECTOR ROADS	*ALL LANDSCAPING STANDARDS WILL CONFORM TO DESIGN STANDARDS FOR THE CITY OF AURORA LANDSCAPE STANDARDS.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND THE LIGHT INDUSTRIAL SITES OF THIS MASTER PLAN
5. LANDSCAPE STANDARDS ALONG LOCAL ROADWAYS	*ROADWAY LANDSCAPING SHALL MEET APPLICABLE CITY STANDARDS.*	SEE PAGE 13 LANDSCAPE STANDARD EXHIBITS FOR EXAMPLES OF PROPOSED LANDSCAPE AROUND THE SITE. FOR BOTH THE COMMERCIAL AND RESIDENTIAL PLANNING AREAS OF THIS MASTER PLAN
6. LANDSCAPE STANDARDS IN COMMERCIAL AND PUBLIC GATHERING AREAS. (TREE GRATES & PROTECTORS, PLANTERS, FLOWER BEDS, SCREENING AT PARKING LOTS, ETC.)	*BUILDING PERIMETER LANDSCAPING SHALL MEET APPLICABLE CITY STANDARDS.*	SEE FIGURE K: PLANTERS AND FIGURE C: TREE GUARD ON PAGE 10 OF THIS MASTER PLAN
7. LANDSCAPE STANDARDS AT DETENTION/ RETENTION PONDS AND WATER FEATURES	*LANDSCAPING OF DETENTION/RETENTION PONDS SHALL MEET APPLICABLE CITY STANDARDS.*	SEE FIGURE A: COMMERCIAL PLANTERS ON PAGE 12 FOR EXAMPLES OF PLANTERS ALONG DETENTION / RETENTION PONDS.
8. LANDSCAPE BUFFERS AT PARKS, OPEN SPACE, AND DRAINAGE	*LANDSCAPING AT LANDSCAPE BUFFERS AT PARKS, OPEN SPACE AND DRAINAGE AREAS SHALL MEET APPLICABLE CITY STANDARDS.*	REFER TO THE OPEN SPACE EXHIBIT ON SHEET 9 FOR THE SPECIAL LANDSCAPE BUFFER
9. SPECIAL STANDARDS AT RESIDENTIAL LOTS. (IF RESIDENTIAL BACKYARDS BORDER OPEN SPACE OR PARKS, INDICATE SPECIAL STANDARDS.)	NA.	N/A
10. LANDSCAPE INTEGRATION AT RETAINING WALLS	PLANTING AT RETAINING WALLS WILL CONSIST MAINLY OF SHRUB OR PERENNIAL BEDS WITH NATIVE GRASS STANDS WHERE RETAINING REQUIREMENTS EXCEED 4 FEET IN HEIGHT. WALLS WILL BE SEPARATED INTO MULTIPLE TERRACES WITH A MINIMUM PLANTING ZONE OF 5 FEET BETWEEN WALLS WHERE APPROPRIATE.	SEE FIGURE K & P: RETAINING WALL EXAMPLE ON PAGE 11 OF THIS MASTER PLAN
11. LANDSCAPE STANDARDS AT SPECIAL FACILITIES	*LANDSCAPE STANDARDS WILL MEET APPROPRIATE CITY STANDARDS. SPECIAL FACILITIES INCLUDE THE COMMUNITY ASSET AREA AND THE ON-SITE OUTDOOR AREA.*	SEE FIGURE N & O FOR THE COMMUNITY ASSET AREA EXAMPLES ON PAGE 11 OF THIS MASTER PLAN
12. BUFFER AND SETBACK EXEMPTIONS FOR TRADITIONAL STREET FRONTAGES	NA.	N/A

NOTES:
THE DESIGN STANDARDS LISTED IN THIS MATRIX IMPLEMENT THE DESIGN THEMES OF THE MASTER PLAN AND ARE INTENDED TO MEET AND/OR EXCEED THE CURRENT STANDARDS PROVIDED BY THE UNIFIED DEVELOPMENT ORDINANCE. ALL THE PHOTOS AND ILLUSTRATIONS REFERENCED BY THIS MATRIX ARE REPRESENTATIVE OF THE LEVEL OF DESIGN QUALITY REQUIRED BY THIS MASTER PLAN. FINAL DESIGNS TO BE SUBMITTED AT THE SITE PLAN LEVEL WILL NOT NECESSARILY DUPLICATE THE EXACT ILLUSTRATIONS, BUT WILL CONTAIN THE SAME THEMES AS SHOWN, AND WILL BE AT THE SAME OR HIGHER LEVEL OF DESIGN QUALITY AND DETAIL.

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SHEET TITLE:
LANDSCAPE STANDARDS

TAB 11 - LANDSCAPE STANDARDS EXHIBIT

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FIGURE A: COMMERCIAL PLANTERS


FIGURE B: COMMERCIAL WALKWAY



FIGURE C: COMMERCIAL PARKING LANDSCAPE


FIGURE D: COMMERCIAL LANDSCAPE ENTRANCE


FIGURE E: RESIDENTIAL LANDSCAPE BUFFER



FIGURE F: MULTIFAMILY ENTRANCE


FIGURE G: RESIDENTIAL PERIMETER


FIGURE H: RESIDENTIAL WALKWAY


FIGURE I: RESIDENTIAL LANDSCAPE


FIGURE J: URBAN STREETSCAPE RESIDENTIAL

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TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN

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ARCHITECTURE

STATION 60 IS PROPOSED TO BE A MIXED-USE DEVELOPMENT CONSISTING OF RETAIL, COMMERCIAL, AND MULTIFAMILY AFFORDABLE HOUSING RESIDENTIAL USES. THESE DESIGN GUIDELINES OUTLINE THE ELEMENTS THAT SHALL BE THE BASIS FOR INDIVIDUAL BUILDING DESIGN THROUGHOUT STATION 60 IN ORDER TO ENSURE CONSISTENCY OF QUALITY AND CHARACTER THROUGHOUT THE DEVELOPMENT. THE GUIDELINES ARE INTENDED TO PROMOTE CONSISTENCY AND A SENSE OF PLACE WHILE BEING FLEXIBLE ENOUGH TO ALLOW ENOUGH DIVERSITY AND VARIETY TO CREATE A VIBRANT, UNIQUE BUILT ENVIRONMENT. ALL DEVELOPMENT WITHIN STATION 60 SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE CITY OF AURORA UDO.

INTENT

THE INTENT OF THESE GUIDELINES IS TO COMMUNICATE HOW THE DIFFERENT GOVERNING STANDARDS HAVE BEEN ADDRESSED AND INTEGRATED INTO THE DESIGN FABRIC OF THIS DEVELOPMENT:

- TO ENHANCE THE MIXTURE OF LAND USES
- TO PROVIDE VISUAL INTEREST ALONG ALL STREETS AND AN ENHANCED PEDESTRIAN EXPERIENCE THROUGH A COMPLEMENTARY USE OF BUILDING, STREETSCAPE AND LANDSCAPE MATERIALS UNIFIED BY A CONTEMPORARY DESIGN VOCABULARY
- TO SUPPORT COMFORTABLE PUBLIC SPACES WITH APPROPRIATELY SCALED BUILDINGS AND STREETS
- TO SCREEN ALL ROOFTOP EQUIPMENT AND GROUND FLOOR SERVICES, SUCH AS TRASH STORAGE AND UTILITIES, FROM HIGHLY VISIBLE RIGHTS-OF-WAY TO PREVENT VISUAL CLUTTER
- AFFORDABLE HOUSING ALLOWS FOR THE COLLECTION OF CODE ALTERNATIVES PER THE UDO.

GENERAL GUIDELINES

- ECO-FRIENDLY, HIGHLY-DURABLE BUILDING MATERIALS THAT ARE APPROPRIATE FOR THE LOCAL CLIMATE AND REDUCE ENERGY CONSUMPTION WILL BE USED WHEN POSSIBLE
- EACH BUILDING MASS WILL HAVE A PREDOMINANT MATERIALITY WHILE INCORPORATING COMPLEMENTARY SURFACES, FORMS AND COLORS WITHIN THE OVERALL BUILDING MASS AND ALONG EACH FAÇADE
- THE SITE AND BUILDING DESIGN SHOULD ACTIVATE STREETS AND PEDESTRIAN ZONES BY EMPLOYING PEDESTRIAN SCALE DESIGN FOR SAFE CIRCULATION AND INVITING PUBLIC SPACES LIKE PARKS AND PLAZAS.
- BUILDING DESIGN, INCLUDING ARTICULATION AND MATERIALS SHALL CONTINUE ON ALL SIDES, INCLUDING AREAS DEEMED "BACK OF HOUSE"; TRANSITIONS BETWEEN MATERIALS WILL OCCUR AT A PLANAR CHANGE OR OFFSET

SCREENING

MECHANICAL SYSTEMS SCREENING

- SCREENING OF ROOFTOP BUILDING SYSTEMS IS INTEGRAL TO THE BUILDING ARCHITECTURE IN TERMS OF FORM AND MATERIAL.
- ALL MECHANICAL AND ELECTRICAL SYSTEMS WILL BE SCREENED FROM VIEW OF SURROUNDING PUBLIC RIGHT-OF-WAYS.

TRASH & RECYCLING

- EXTERIOR TRASH DUMPSTERS WHERE REQUIRED WILL BE LOCATED WITHIN WALLED AND GATED ENCLOSURES AND PLACED ON A CONCRETE SLAB AND FULLY SCREENED FROM VIEW. THE ENCLOSURE WILL INCORPORATE THE SAME FINISH MATERIALS AS ADJACENT ARCHITECTURE. THE ENCLOSURE WILL BE SECURABLE AND 7' HIGH. THE ENCLOSURES WILL BE SURROUNDED BY A RAISED CONCRETE CURB OR PLANTING AREA SUFFICIENT IN WIDTH TO PROTECT THEM FROM VEHICLE CONTACT.

COLOR

THE FOCUS OF THE BUILDING SHOULD BE NATURAL IN TONE AND TEXTURE WITH THE USE OF COLOR TO HIGHLIGHT FORMS AND CREATE VISUAL APPEAL. HIGHLY SATURATED OR FLUORESCENT COLORS ARE ONLY ALLOWED AS ACCENTS AND ARE ENCOURAGED TO RELATE TO THE PROJECT COMMERCIAL AND RESIDENTIAL IMAGE ON SHEET 16.

FORM H: ARCHITECTURAL DESIGN STANDARDS MATRIX

LAND USE	ARCHITECTURAL DESIGN STANDARDS	BRIEF DESCRIPTION OF THE FEATURE	LOCATION OF THE STANDARDS IN APPLICATION PACKAGE
COMMERCIAL DESIGN	COMMERCIAL MATERIALS PALETTE	MATERIALS ARE ORGANIZED IN PRIMARY AND SECONDARY MATERIALS PER FAÇADE LOCATION. PRIMARY MATERIALS MAY BE USED WITHOUT LIMITS INCLUDING: BRICK, STONE, STUCCO, CAST STONE, CERAMIC, TILE, AND GLASS. EIFS, STEEL OR OTHER METAL MATERIAL MAY BE UTILIZED AS AN ACCENT MATERIAL. BUILDING MATERIALS WILL COMPLY WITH COA STANDARDS.	SEE FIGURE E: COMMERCIAL MATERIALS PALETTE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL COLOR PALETTE	COLOR PALETTE TO INCLUDE EARTH TONES. INDIGENOUS TO THE REGION RESULTING IN A COHESIVE UNIFIED THEME THROUGHOUT THE DEVELOPMENT. BRIGHT OR FLUORESCENT COLORS SHALL BE USED AS A SECONDARY COLOR ONLY AND MAY NOT EXCEED 10% OF EACH FAÇADE.	SEE FIGURE C: COMMERCIAL COLOR PALETTE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL ARCHITECTURAL STYLES	THE INTENT FOR THE STYLE IS A CONTEMPORARY DESIGN WITH MID-MODERN INFLUENCES. THE ARCHITECTURE SHALL MATCH THE LANDSCAPE IN ITS RECLINED AND CRISP EDGES FOR A BALANCED COLLECTION OF GEOMETRIC FORMS. ELEMENTS OF THE DESIGN THEME THAT WILL BRING COHESION TO THE OVERALL DEVELOPMENT INCLUDES THE USE OF NATURAL MATERIALS.	SEE FIGURE B: COMMERCIAL FACADE ON PAGE 16 OF THIS MASTER PLAN
	COMMERCIAL ARCHITECTURAL FEATURES	RETAIL ARCHITECTURAL FEATURES SHALL CREATE A VARIETY OF VISUAL CALIBER THROUGH THE USE OF MATERIALS, DETAILS, AND LASTING FINISHES. BUILDINGS SHALL RELATE TO THE HUMAN SCALE THROUGH THE USE OF DETAILED QUALITY MATERIALS. FEATURES MAY INCLUDE HIGHLIGHTING ENTRIES TO BUILDINGS WITH ARCHITECTURAL TREATMENTS, VARIED HEIGHTS IN PARAPETS, MATERIAL CHANGES AT CHANGES IN PLANE, FALSE WINDOWS AND DOOR OPENINGS WHEN THE BUILDING USE WARRANTS.	SEE FIGURE C: COMMERCIAL CORNER ON PAGE 16 OF THIS MASTER PLAN
RESIDENTIAL DESIGN	RESIDENTIAL MATERIALS PALETTE	MATERIALS ARE ORGANIZED IN PRIMARY AND SECONDARY MATERIALS PER FAÇADE LOCATION. PRIMARY MATERIALS MAY BE USED WITHOUT LIMITS INCLUDING: BRICK, STONE, STUCCO, CAST STONE, CERAMIC, TILE, CEMENTITIOUS FIBER CLAPBOARD AND PANEL SIDING AND GLASS. STEEL, EIFS, OR OTHER METAL MATERIAL MAY BE UTILIZED AS AN ACCENT. BUILDING MATERIALS WILL COMPLY WITH COA STANDARDS.	SEE FIGURE H: RESIDENTIAL MATERIAL PALETTE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL COLOR PALETTE	COLOR PALETTE TO INCLUDE EARTH TONES. INDIGENOUS TO THE REGION RESULTING IN A COHESIVE UNIFIED THEME THROUGHOUT THE DEVELOPMENT. BRIGHT OR FLUORESCENT COLORS SHALL NOT BE USED AS THE PREDOMINANT COLOR ON ANY WALL OR ROOF OF ANY PRIMARY STRUCTURE. BRIGHT/FLUORESCENT COLORS SHALL BE USED AS A SECONDARY COLOR AND MAY NOT EXCEED 10% OF EACH FAÇADE.	SEE FIGURE F: RESIDENTIAL FAÇADE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL ARCHITECTURAL STYLES	THE INTENT FOR THE STYLE IS A CONTEMPORARY DESIGN WITH MID-MODERN INFLUENCES. THE ARCHITECTURE SHALL MATCH THE LANDSCAPE IN ITS RECLINED AND CRISP EDGES FOR A BALANCED COLLECTION OF GEOMETRIC FORMS. ELEMENTS OF THE DESIGN THEME THAT WILL BRING COHESION TO THE OVERALL DEVELOPMENT INCLUDES THE USE OF NATURAL MATERIALS	SEE FIGURE H: RESIDENTIAL MATERIAL PALETTE ON PAGE 16 OF THIS MASTER PLAN
	RESIDENTIAL ARCHITECTURAL FEATURES	FEATURES MAY INCLUDE HIGHLIGHTING ENTRIES TO BUILDINGS WITH ARCHITECTURAL TREATMENTS, VARIED HEIGHTS IN PARAPETS, MATERIAL CHANGES IN PLANE, AND BALCONIES WHEN USED.	SEE FIGURE G: RESIDENTIAL FAÇADE ON PAGE 16 OF THIS MASTER PLAN

NOTES:
THE DESIGN STANDARDS LISTED IN THIS MATRIX IMPLEMENT THE DESIGN THEMES OF THE MASTER PLAN AND ARE INTENDED TO MEET AND/OR EXCEED THE CURRENT STANDARDS PROVIDED BY THE UNIFIED DEVELOPMENT ORDINANCE. ALL THE PHOTOS AND ILLUSTRATIONS REFERENCED BY THIS MATRIX ARE REPRESENTATIVE OF THE LEVEL OF DESIGN QUALITY REQUIRED BY THIS MASTER PLAN. FINAL DESIGNS TO BE SUBMITTED AT THE SITE PLAN LEVEL WILL NOT NECESSARILY DUPLICATE THE EXACT ILLUSTRATIONS, BUT WILL CONTAIN THE SAME THEMES AS SHOWN, AND WILL BE AT THE SAME OR HIGHER LEVEL OF DESIGN QUALITY AND DETAIL.

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TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN

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BUILDING MATERIALS

- THE FOCUS OF THE BUILDING SHALL BE NATURAL IN TONE AND TEXTURE WITH THE USE OF COLOR TO HIGHLIGHT FORMS AND CREATE VISUAL APPEAL.
- HIGHLY SATURATED OR FLUORESCENT COLORS ARE ALLOWED AS ACCENTS AND ARE ENCOURAGED TO RELATE TO THE PROJECT BRANDING.
- ACCENT MATERIALS MAY INCLUDE CEMENT FIBER BOARD, PHENOLIC WOOD, COMPOSITE WOOD, METAL PANEL, AND OTHER TROWELED OR PAINTED PRODUCTS, OR OTHER DURABLE MATERIALS.

FOUR-SIDED BUILDING DESIGN

- EVERY BUILDING WILL BE CONSIDERED TO HAVE A FRONT (PRIMARY) FACADE, A SIDE (SECONDARY) AND A REAR (MINOR) FACADE ELEVATION.
- ARCHITECTURAL DESIGN SHALL BE CONSIDERED ON ALL SIDES OF THE BUILDING TO LIMIT LONG PLAIN BLANK WALLS.
- PRIMARY BUILDING ENTRANCES SHALL BE HIGHLIGHTED IN THE DESIGN AND FACE PUBLIC RIGHTS-OF-WAYS, OR THE DEFINED PEDESTRIAN REALM OF A LARGER SITE.
- MINOR BUILDING ELEVATIONS MUST INCLUDE SCALING ELEMENTS AS DESCRIBED UNDER MASSING AND ARTICULATION, MATERIAL CHANGES AND COLOR CHANGES.

MASSING AND ARTICULATION

WHERE LOCATED WITHIN THE PUBLIC REALM, ARCHITECTURAL ELEMENTS AND TECHNIQUES SHALL BE UTILIZED TO REDUCE THE APPARENT MASSING AND SCALE OF BUILDINGS. A COMBINATION OF THESE TECHNIQUES, OR ALTERNATIVE TECHNIQUES THAT MEET THE INTENT OF THESE STANDARDS, AS APPROVED BY THE CITY OF AURORA, MAY BE UTILIZED WHEN ONLY A PORTION OF A FACADE WALL OR SURFACE IS LOCATED WITHIN THE PUBLIC REALM. THE PUBLIC REALM IS DEFINED AS IN DIRECT VIEW FROM STREETS (BOTH PUBLIC AND PRIVATE) AND KEY PEDESTRIAN CORRIDORS. THE BUILDING WILL BE A MAXIMUM OF 250' IN LENGTH PER THE REQUESTED ADJUSTMENT.

- BUILDINGS SHALL INCORPORATE CREATIVE MANIPULATION OF THE BUILDING FORM TO REDUCE THE OVERALL MASS OF THE STRUCTURE AND BREAK UP LONG, FLAT WALLS. COLOR CHANGE, MATERIAL CHANGE, PLANE CHANGE ANOTHER SHADOW-PRODUCING ELEMENTS ARE ALL ACCEPTABLE MEANS OF ARTICULATION.
- HORIZONTAL ARTICULATION - THE BUILDING SHOULD BE HORIZONTALLY ARTICULATED EVERY 50 FEET THROUGH ONE OF THE FOLLOWING: A CHANGE IN MATERIAL OR COLOR, HORIZONTAL OFF SET OR PROJECTION, CHANGE IN FENESTRATION PATTERN, ROOF HEIGHT OR FORM, OR A NOTCH IN THE WALL.
- VERTICAL ARTICULATION – MULTISTORY BUILDINGS SHALL ADDRESS A PEDESTRIAN SCALE BY ADDRESSING THE BASE OF THE BUILDING DIFFERENTLY FROM THE BODY OF THE BUILDING IN COLOR, MATERIAL AND DETAIL. THE BUILDING SHALL ALSO ADDRESS THE NEIGHBORHOOD OR DISTRICT SCALE BY DISTINGUISHING THE UPPERMOST PORTIONS OF THE BUILDING FROM THE BODY.

A. VARIATIONS IN WALL ARTICULATION. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- THE BUILDING FACADE SHALL INCORPORATE AT LEAST TWO (2) DISTINCT PLANES, SEPARATED BY AT LEAST SIX (6) INCHES OF HORIZONTAL DIMENSION;
- AN INDIVIDUAL FACADE PLANE SHALL COVER NO MORE THAN SIXTY PERCENT (60%) OF THE TOTAL FACADE SURFACE AREA; AND

B. USE OF ARCHITECTURAL COLUMNS OR PILASTERS. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- THE BUILDING FACADE SHALL INCORPORATE AT LEAST FOUR (4) DISTINCT COLUMNS OR PILASTERS, AT LEAST EIGHTEEN (18) INCHES WIDE;
- THE COLUMNS OR PILASTERS, AS MEASURED TOGETHER, SHALL COVER AT LEAST TWENTY PERCENT (20%) OF THE TOTAL FACADE SURFACE AREA; AND
- THE COLUMNS OR PILASTERS SHALL BE CONSTRUCTED WITH A DIFFERENT AND DISTINCT FINISH MATERIAL FROM THE MAIN FACADE FINISH MATERIAL AND/OR THROUGH REVEAL PATTERNS AND DIFF ERENTIATION IN PAINT COLOR.

C. USE OF ARCHITECTURAL FENESTRATION, SUCH AS WINDOWS, CLERESTORY WINDOWS, DOORS OR OTHER OPENINGS IN THE WALL SURFACE. IF THIS TECHNIQUE IS CHOSEN, THE FOLLOWING ITEMS SHALL BE IMPLEMENTED:

- AT LEAST FIVE PERCENT (5%) OF THE TOTAL FACADE SURFACE AREA SHALL INCORPORATE ARCHITECTURAL FENESTRATION (OR AN OPENING THROUGH THE WALL).

MATERIALS

EXTERIOR FACADE MATERIALS AND COLORS SHALL BE AESTHETICALLY PLEASING, OF A QUALITY, REQUIRE LOW MAINTENANCE AND BE COMPATIBLE WITH OTHER STRUCTURES WITHIN THE DEVELOPMENT.

A. FACADES SHALL INCORPORATE AT LEAST THREE (3) DIFFERENT AND DISTINCT FACADE FINISH MATERIALS, FOR THE PURPOSE OF REDUCING THE APPARENT MASSING AND SCALE OF BUILDINGS.
B. GLASS, WHEN USED FOR WINDOW APPLICATIONS OR CURTAIN WALLS, WILL BE COUNTED AS AN ACCEPTABLE FINISH MATERIAL FOR PURPOSES OF THIS STANDARD.
C. ALTERNATIVE COLOR OR MATERIAL APPLICATIONS THAT MEET THE INTENT OF THESE STANDARDS.
D. THE USE OF SUBDUED COLORS TYPICAL OF THE MUTED NATIVE GRASSES, WOODS, LAKES AND PONDS, ROCKS AND SOILS, AND SUN AND SKY OF THE HIGH COLORADO PLAINS AND NATURAL SETTING ARE TO BE USED AS PRIMARY BUILDING COLORS. COLORS OR MATERIALS CONSIDERED TO BE BOLD, BRASH, REFLECTIVE, INTENSE, FLUORESCENT OR METALLIC SHALL NOT BE USED UNLESS OTHERWISE APPROVED IN WRITING FOR A SPECIFIC AND LIMITED PURPOSE.
E. ACCENT AND TRIM MATERIALS AND COLORS SHALL COMPLEMENT AND ENHANCE THE EFFECT OF THE PRINCIPAL BUILDING COLORS AND MATERIALS.
F. VIVID AND DRAMATIC COLORS MAY BE USED, IN A LIMITED APPLICATION, IN ORDER TO ACCENT ARCHITECTURAL ELEMENTS SUCH AS DOOR AND WINDOW FRAMES, CORNICES, BRACKETS AND OTHER DECORATIVE ARCHITECTURAL DETAILS. A MAXIMUM 10% PER FACADE LIMITATION FOR BRIGHT/ FLUORESCENT COLORS WILL APPLY.

ROOF FORMS AND MATERIALS

THE ROOF LINE SHALL BE DESIGNED TO COMPLEMENT VARIOUS BUILDING ELEMENTS AND FUNCTIONS, AND EACH BUILDING SHOULD HAVE A DEFINED TOP. VARIATIONS IN THE ROOF LINE SHALL BE UTILIZED TO REDUCE THE APPARENT MASSING AND SCALE OF BUILDINGS AND REDUCE CONTINUOUS ROOF LINES.

A. METAL ROOFS SHALL HAVE A LOW GLOSS FINISH TO REDUCE GLARE AND REFLECTIVITY. ROOF COLORS SHALL BE MUTED OR OTHERWISE BE COMPATIBLE WITH THE PRINCIPAL BUILDING COLOR.
B. PARAPETS AND ROOF LINES IN EXCESS OF FIFTY (50') FEET IN LENGTH SHALL INCORPORATE ARCHITECTURAL FEATURES AND/OR TECHNIQUES TO DIMINISH THE APPARENT BUILDING MASS AND LONG, CONTINUOUS ROOF LINES.
C. THE USE OF STEPPED PARAPET WALL HEIGHTS AND/OR VARIATIONS IN ROOF PLANES OR PARAPET LINES OF AT LEAST 3 FEET.
D. USE OF BELT COURSES OR HORIZONTAL TRIM BANDS OF CONTRASTING COLOR AND/OR MATERIALS AT THE ROOF LINE. BELT COURSES OR TRIM BANDS SHALL BE AT LEAST EIGHTEEN (18) INCHES WIDE AND SEPARATED BY AT LEAST SIX (6) INCHES OF HORIZONTAL DIMENSION FROM THE MAIN BUILDING FACADE.

PRIMARY BUILDING ENTRANCES

PRIMARY BUILDING ENTRANCES SHALL PROVIDE VISUAL INTEREST AND SHALL BE CLEARLY IDENTIFIABLE FROM PRIMARY DRIVEWAYS AND VEHICULAR CIRCULATION ROUTES. PRIMARY BUILDING ENTRANCES SHALL BE EASILY IDENTIFIED THROUGH THE USE OF ARCHITECTURAL FEATURES AND DESIGN. ARCHITECTURAL FEATURES AND ELEMENTS EMPLOYED TO FULFILL OTHER ARCHITECTURAL AND DESIGN REQUIREMENTS (SUCH AS REQUIREMENTS FOR MASSING REDUCTIONS, MATERIAL AND COLOR VARIATIONS AND VARYING ROOF FORMS) MAY BE APPLIED TOWARDS THESE BUILDING ENTRANCE REQUIREMENTS.

WALLS AND FENCES

WALLS AND FENCES SHOULD CONTRIBUTE TO THE VISUAL QUALITY OF THE SITE, WHILE BEING AS VISUALLY UNOBTRUSIVE AS POSSIBLE. THE ARCHITECTURE, DESIGN, MATERIALS AND COLORS OF FENCES AND WALLS SHALL BE COMPATIBLE WITH THE SITE'S BUILDINGS AND ARCHITECTURE.

A. MASONRY WALLS, METAL FENCES (WROUGHT IRON) ARE PERMITTED IN AREAS IN DIRECT VIEW FROM STREETS (BOTH PUBLIC AND PRIVATE) AND KEY PEDESTRIAN CORRIDORS, WALLS AND FENCING USE AND MATERIALS SHALL CONFORM THE UDO.

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TAB 12 - COMMERCIAL AND RESIDENTIAL DESIGN EXHIBIT

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FIGURE A: COMMERCIAL CORNER


FIGURE B: COMMERCIAL FACADE



FIGURE C: COMMERCIAL ARCHITECTURAL FEATURES

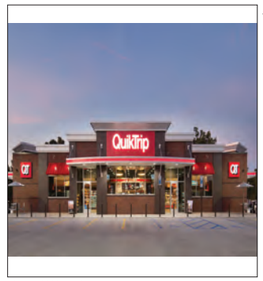


FIGURE D: COMMERCIAL FUELING STATION


FIGURE E: COMMERCIAL COLOR PALETTE


FIGURE F: MULTIFAMILY ENTRYWAY & COLOR PALETTE

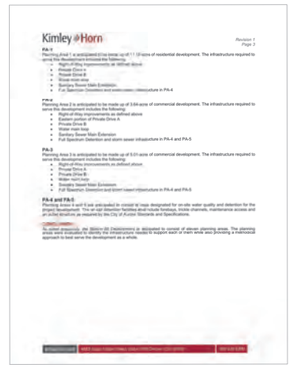

FIGURE G: MULTIFAMILY ARCHITECTURAL FEATURES


FIGURE H: MULTIFAMILY ARCHITECTURAL FEATURES

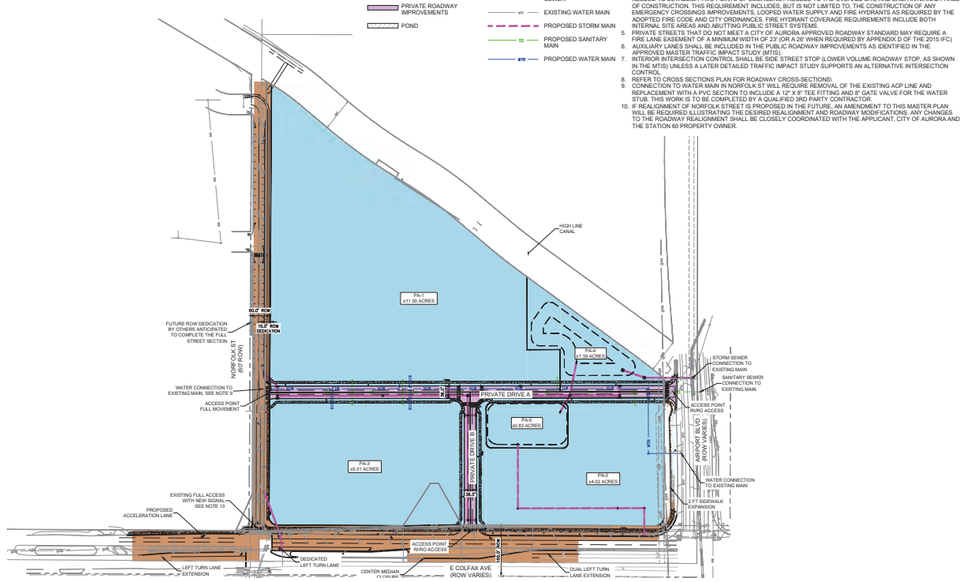
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PUBLIC IMPROVEMENT PLAN NARRATIVE


Kimley»Horn
Station 60 Master Plan
Public Improvement Plan Narrative


Kimley»Horn


Kimley»Horn

TAB 13 - PUBLIC IMPROVEMENT PLAN



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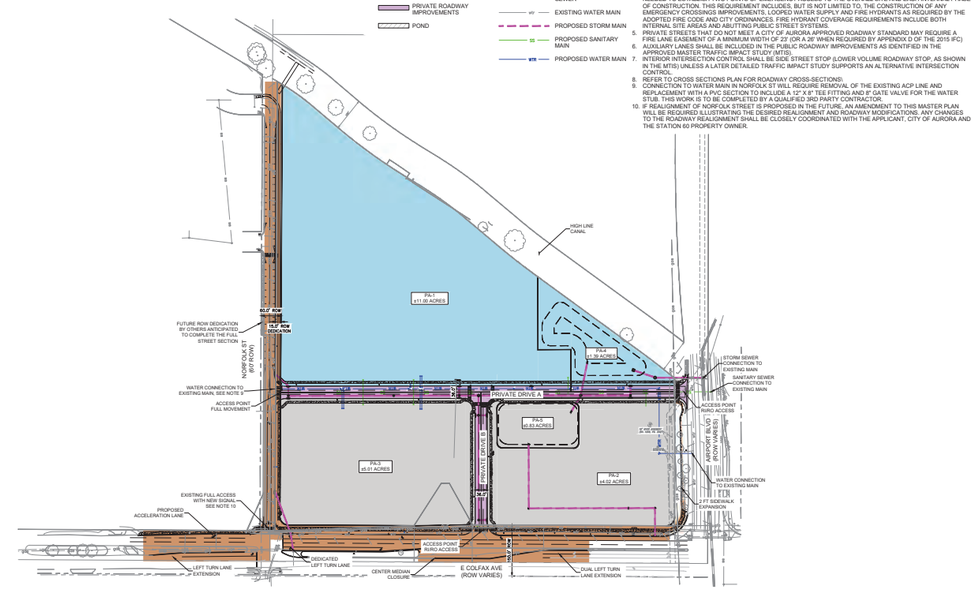
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TAB 13 - PUBLIC IMPROVEMENT PLAN - PLANNING AREA 1



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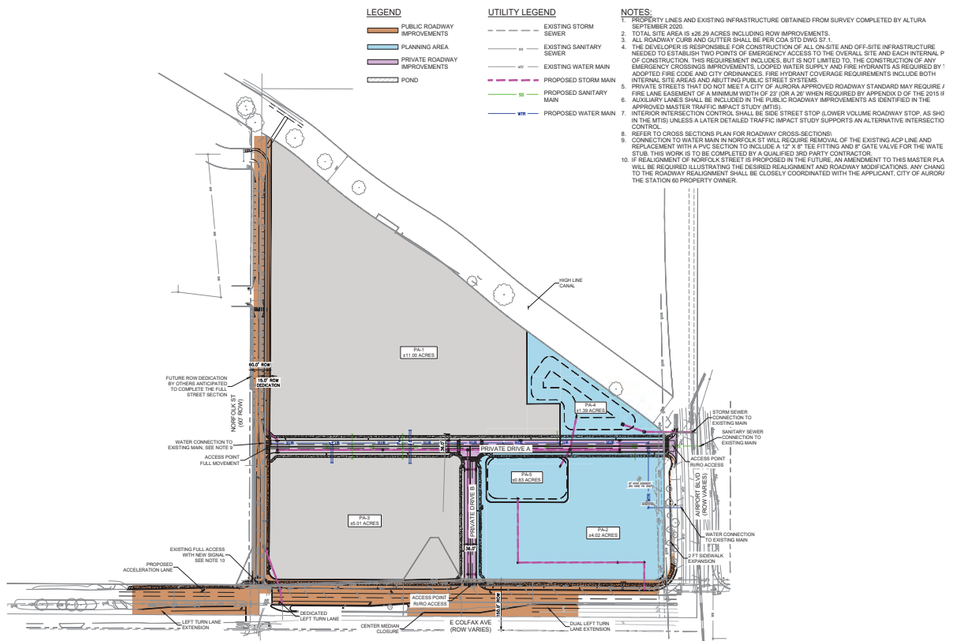
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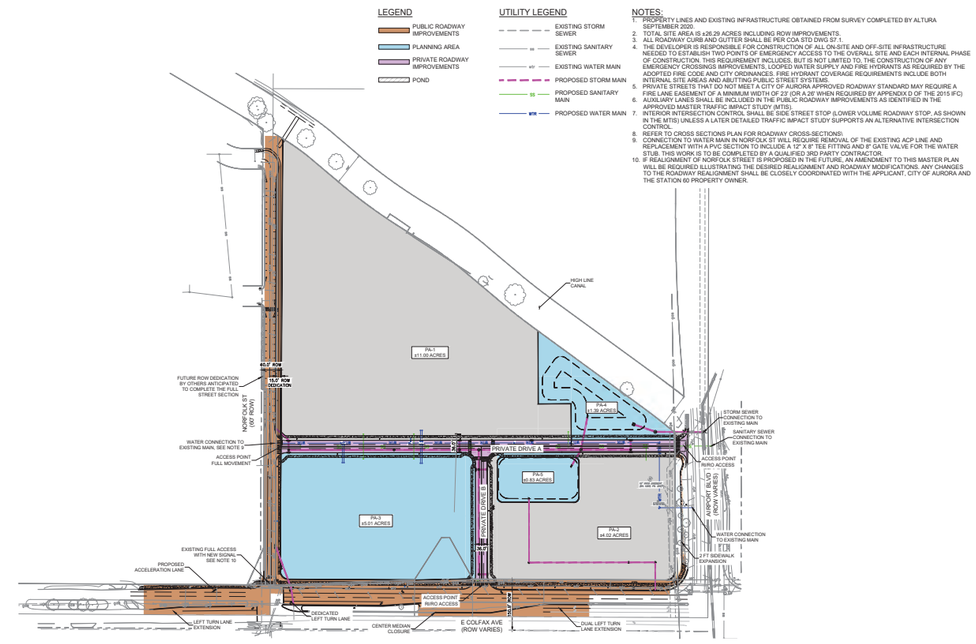
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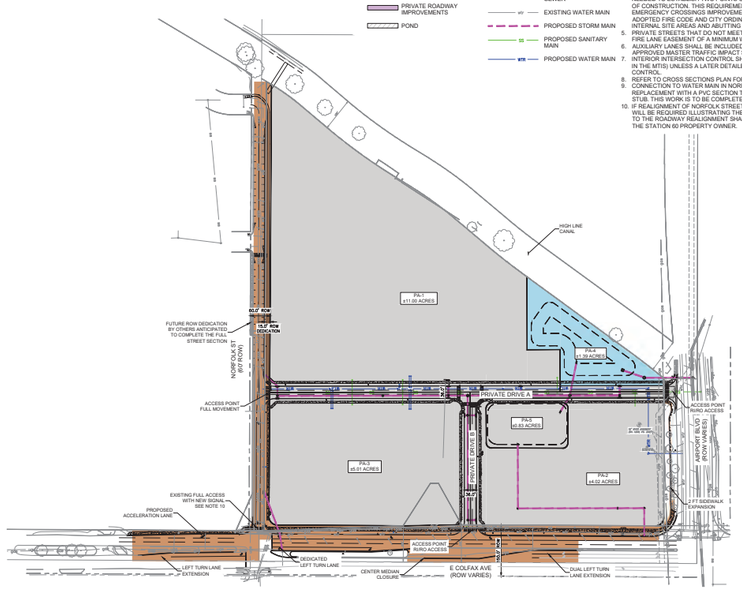
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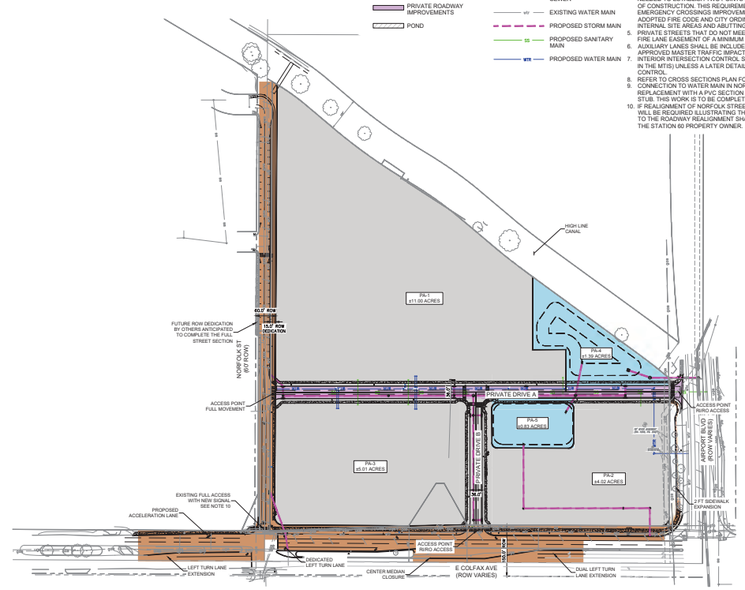
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22

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SHEET TITLE:
PUBLIC IMPROVEMENT PLAN

23

City Council Call Up

Bubble Bath Car Wash DA-2274-07

Planning and Business Development Department

Request

1. Conditional Use Approval for a Motor Vehicle Wash Use within the MU-C zone district.
2. Site Plan Approval

- Location: East of the northeast corner of E. Colfax Avenue and Norfolk Street.
- Applicant: Evergreen Devco, Inc.
- Agent: Kimley-Horn and Associates
- Current Zoning: Mixed Use Corridor (MU-C), Subarea A
- Comprehensive Plan Placetype: City Corridor

Background

- Applicant submitted applications for Conditional Use Approval and Site Plan Approval for a Motor Vehicle Wash Use within the MU-C zone district.
- 1.69 acres in size.
- Frontage along Colfax Avenue.
- Proposal includes a 4,302 sf motor vehicle wash with 25 vacuum service stalls.
- Applications were presented to Planning Commission on 10/22/2025. Both applications were approved 7-0.
- One condition on site plan to resolve all remaining technical comments prior to recordation.
- On 12/01/2025, City Council voted to call up this application.

Call Up

- Authorized in Sec. 21-5.3.11 of the Unified Development Ordinance (UDO).
- Any member of the City Council may move to call up the development application for consideration.
- The City Council shall have the authority to approve, approve with conditions, modify, or reverse the decision of the Planning Commission.
- The City Council may also remand the application back to the Commission with direction for further consideration.



Applications

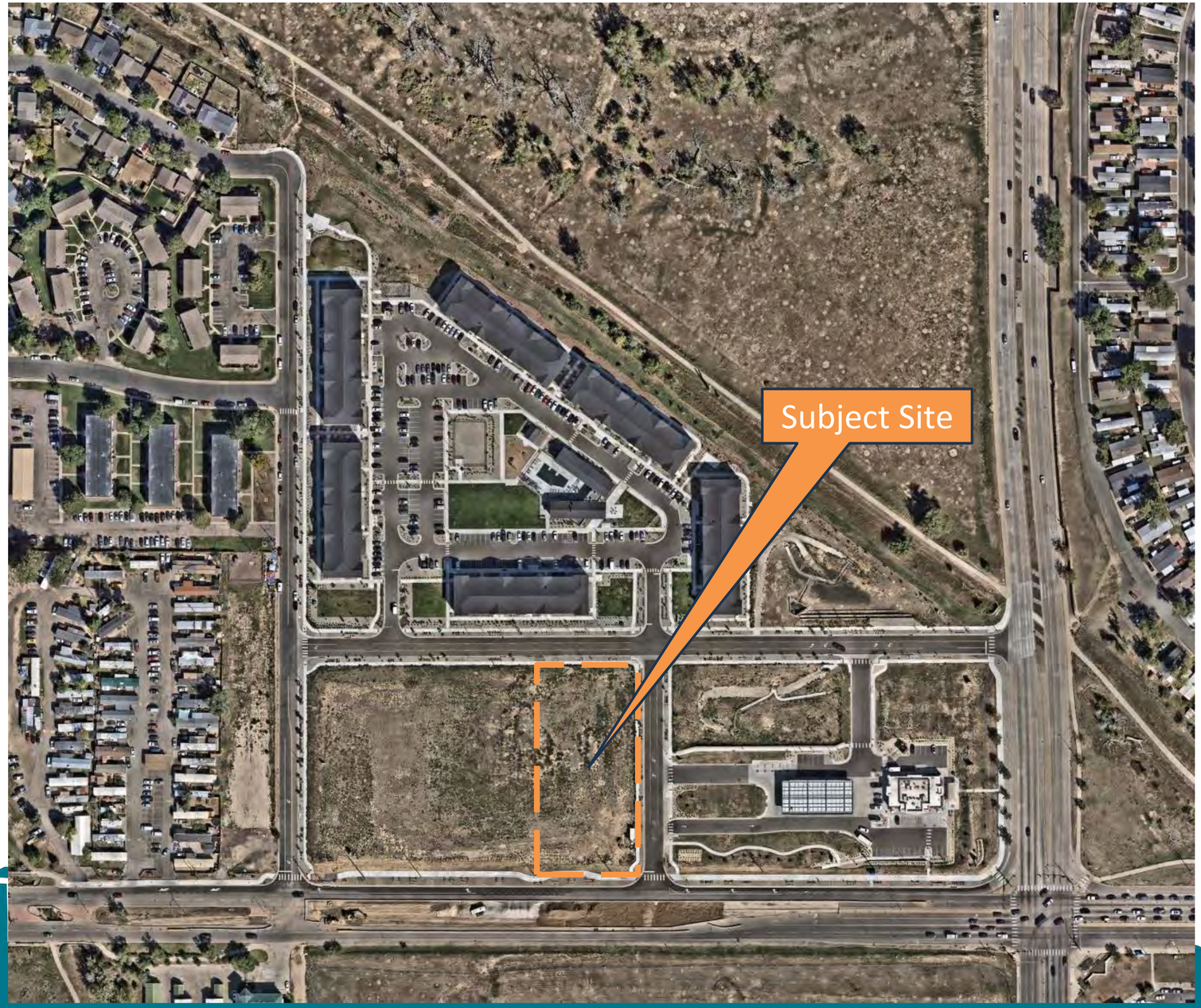
- Conditional Use: A use that may be permitted if found to be compatible with adjacent uses and would not change the character of the neighborhood.

- The applicability, procedures, and approval criteria for Conditional Use development applications are found in UDO section 146-5.4.3.A. This section applies to all applications for a use listed as a conditional use within the Permitted Use Table. The Permitted Use Table, located in UDO section UDO section 146-3.2, lists the land uses that require conditional use approval in Aurora. Per this section, Motor Vehicle Washes are considered a Conditional Use within the MU-C zone district.

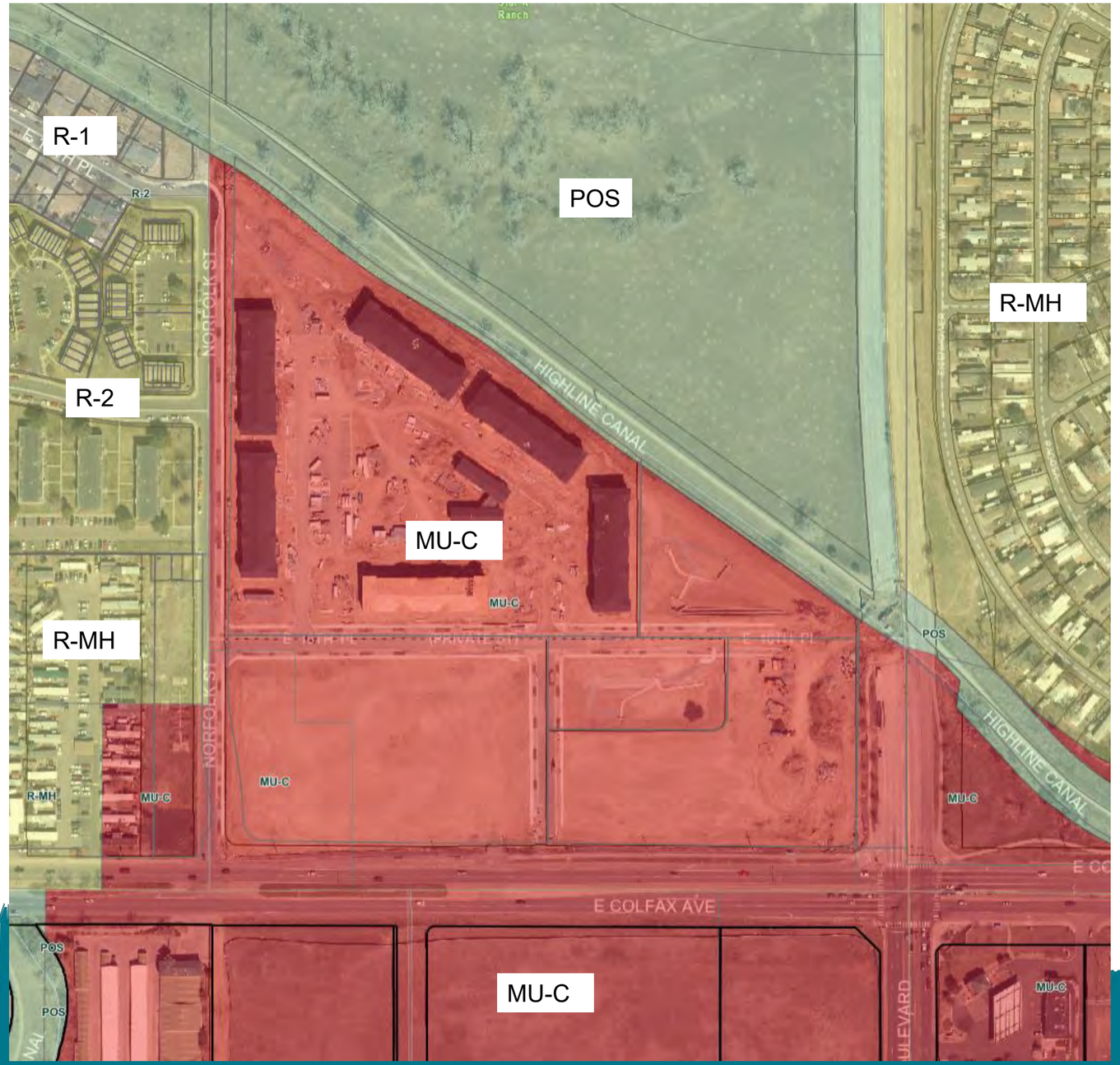
- Site Plan: A detailed plan depicting how a site will be developed by illustrations and drawings of such site features as architectural building elevations, building locations, sidewalks, parking areas, landscaping, recreational amenities, and other site features.

- A Site Plan complying with UDO Section 146-5.4.3.B is required before a building permit may be issued for all new commercial development in the City. Site plan applications are received through the City's development review portal and are reviewed for compliance with the development standards listed within UDO section 146-4.

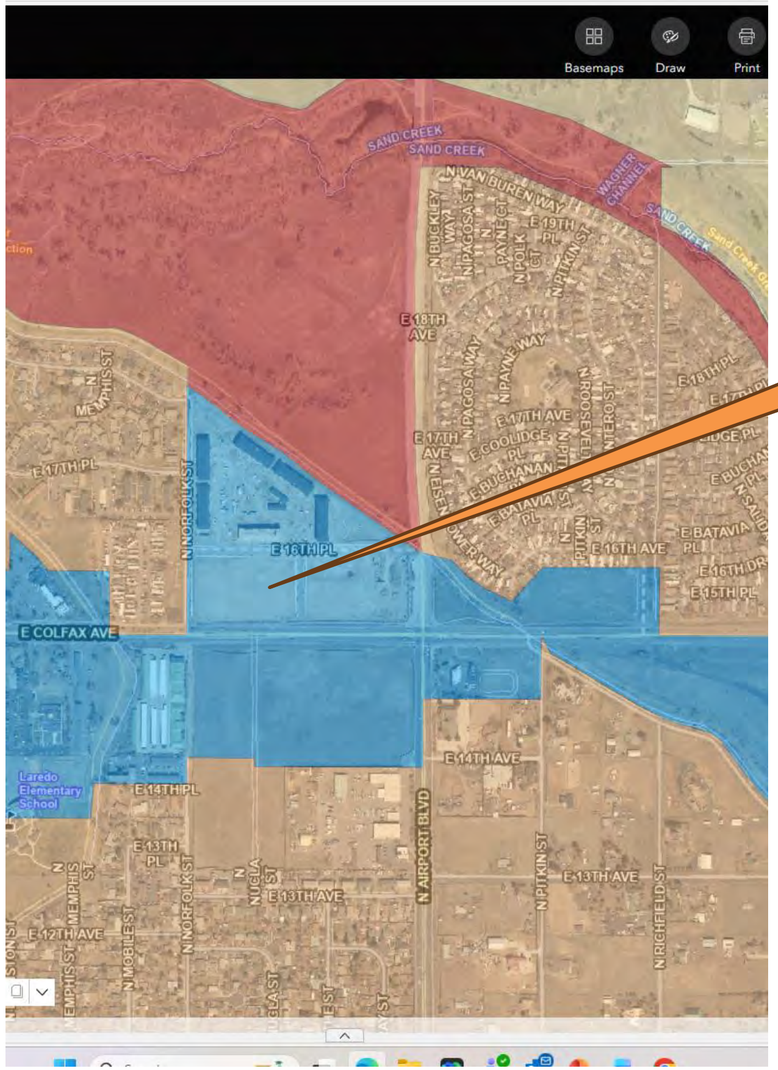
Aerial Map



Zoning Map


R-1
POS
R-MH
R-2
MU-C
R-MH
MU-C
E COLFAX AVE
POS
MU-C
HIGHLINE CANAL
NORFOLK ST

Comprehensive Plan Placetype



Subject Site

Station 60 – Land Use Plan



Site Photo – East Facing



Site Photo – West Facing View



Site Photo – South Facing View



Topics Addressed in Planning Commission Hearing

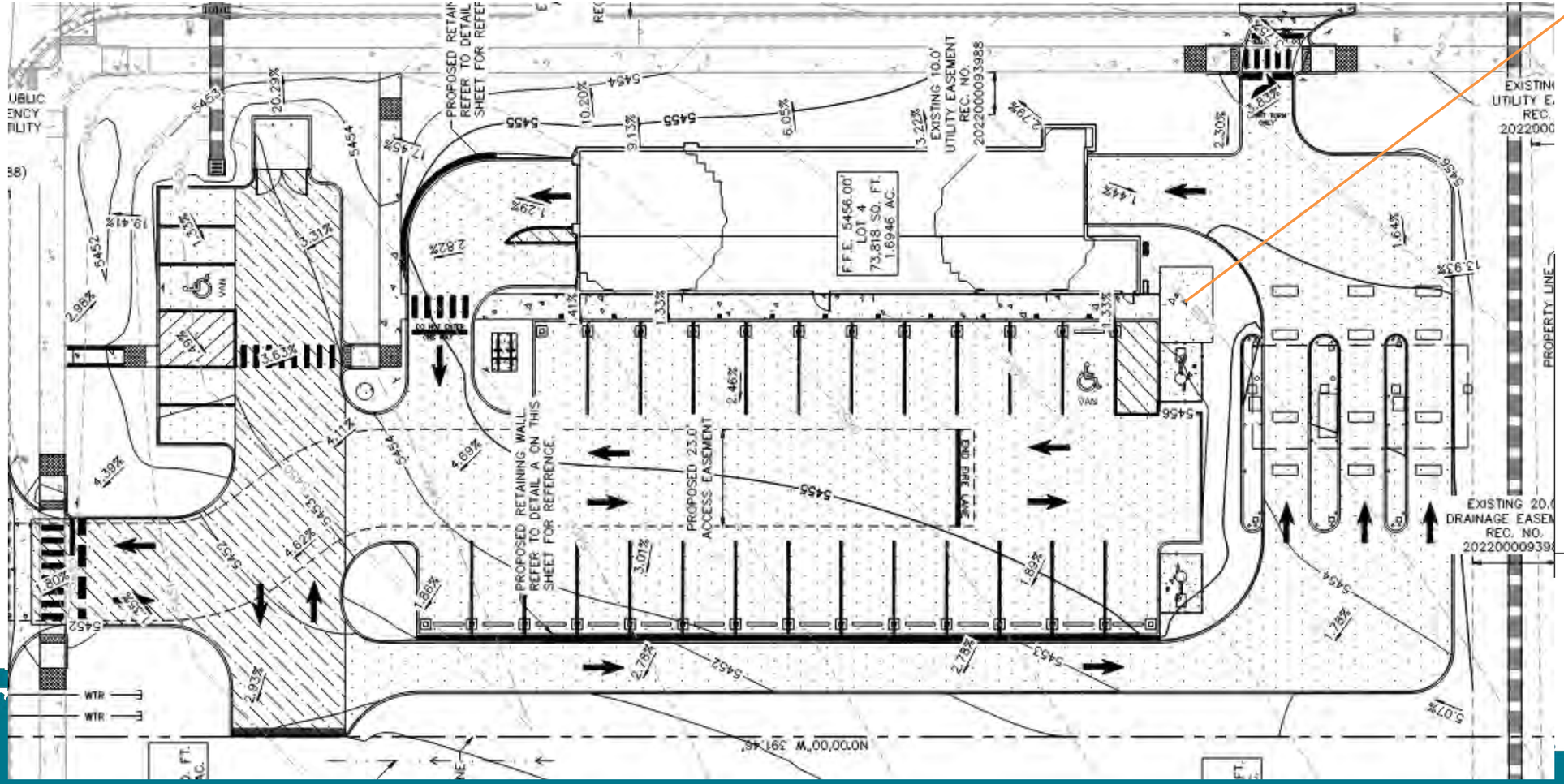
- Proximity to Similar/Same Uses
- Water Use and Conservation
- Building Architecture and Design

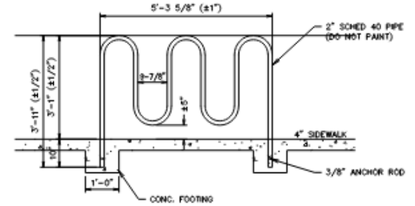
- The Commission asserted that the criteria had been met and citied concurrence with the staff report's findings. The commission suggested that the density (of car washes) brought up at the hearing are an issue outside of the scope of the criteria as written.

Building Orientation and Amenities

225 SF Patio Area

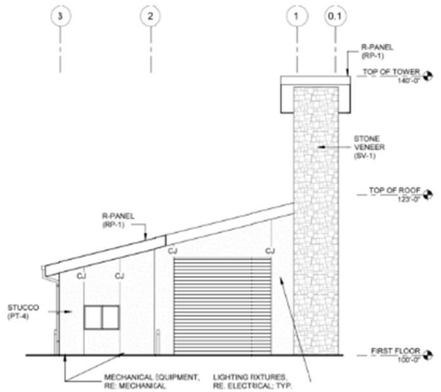
To be amenitized with seating & trash receptacle.





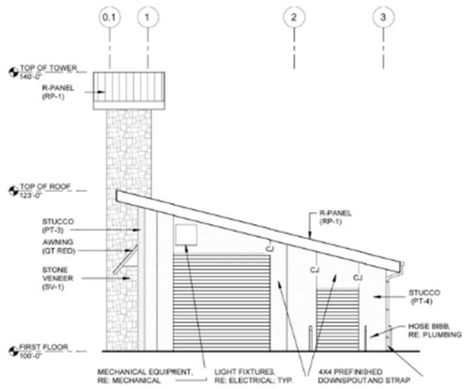
BIKE RACK DETAIL

Architecture and Four-Sided Building Design



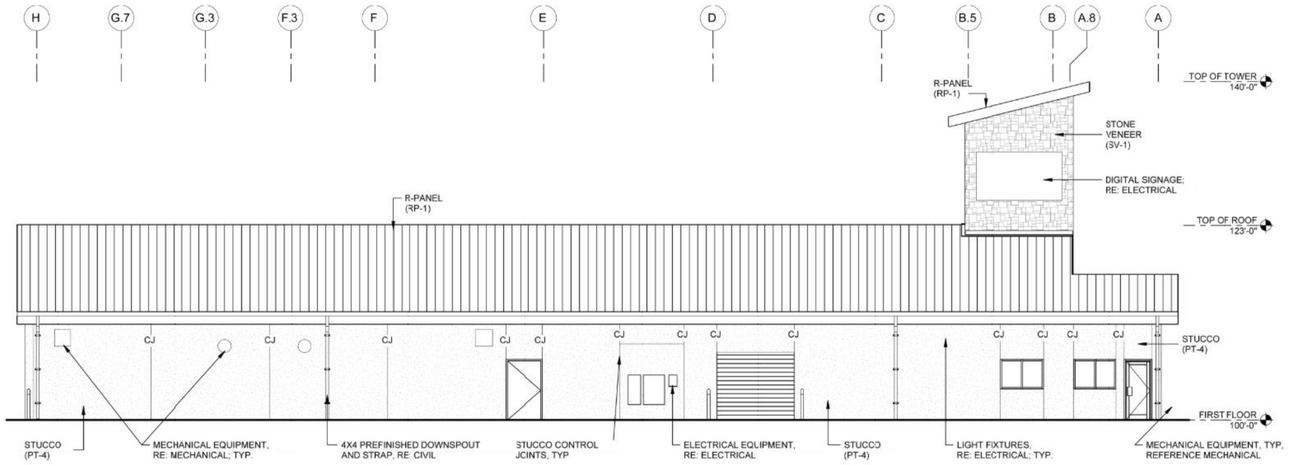
ENTRANCE ELEVATION

1/8" = 1'-0"



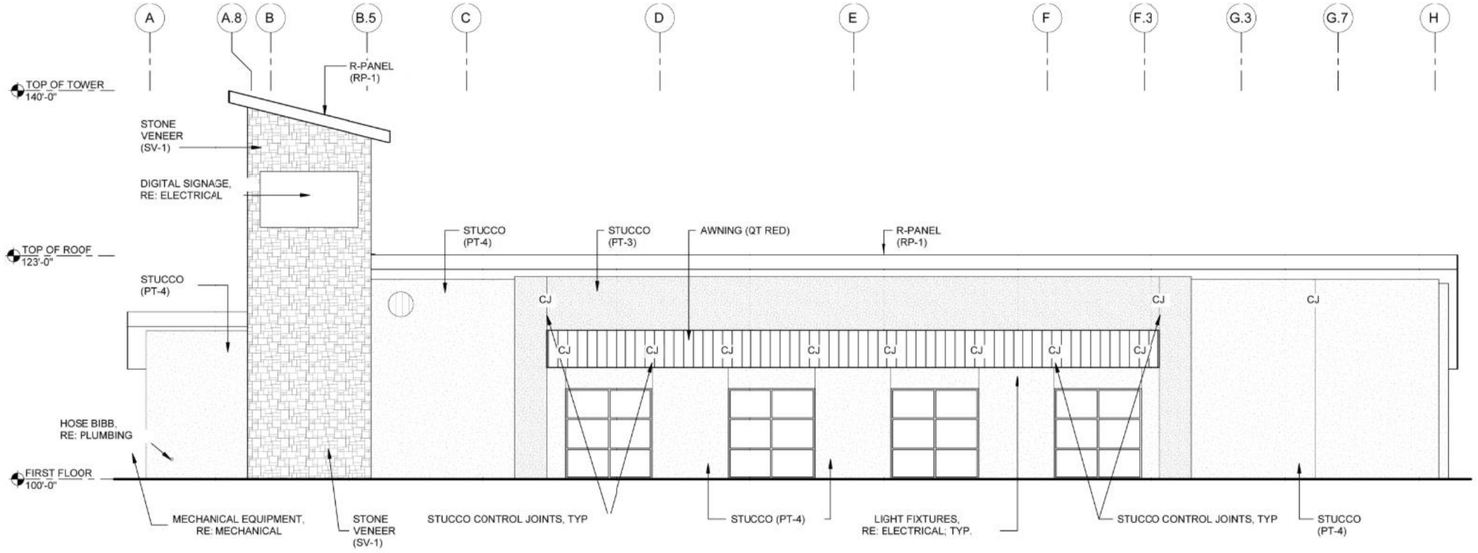
EXIT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



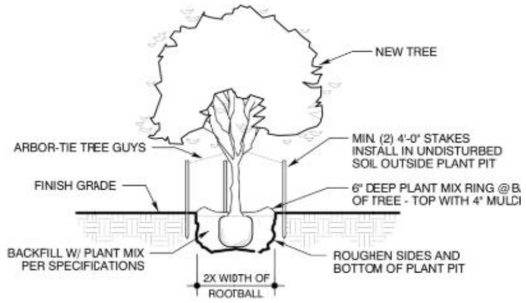
FRONT ELEVATION

1/8" = 1'-0"

MATERIAL LEGEND

(RP-1) R-PANEL | (SV-1) STONE VENEER | (PT-4) STUCCO | (PT-3) STUCCO

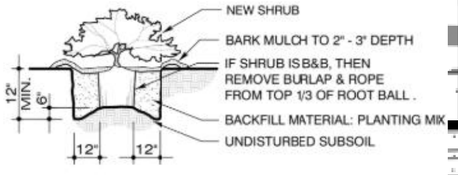
Landscaping and Screening



TREE PLANTING DETAIL

NEW TREES

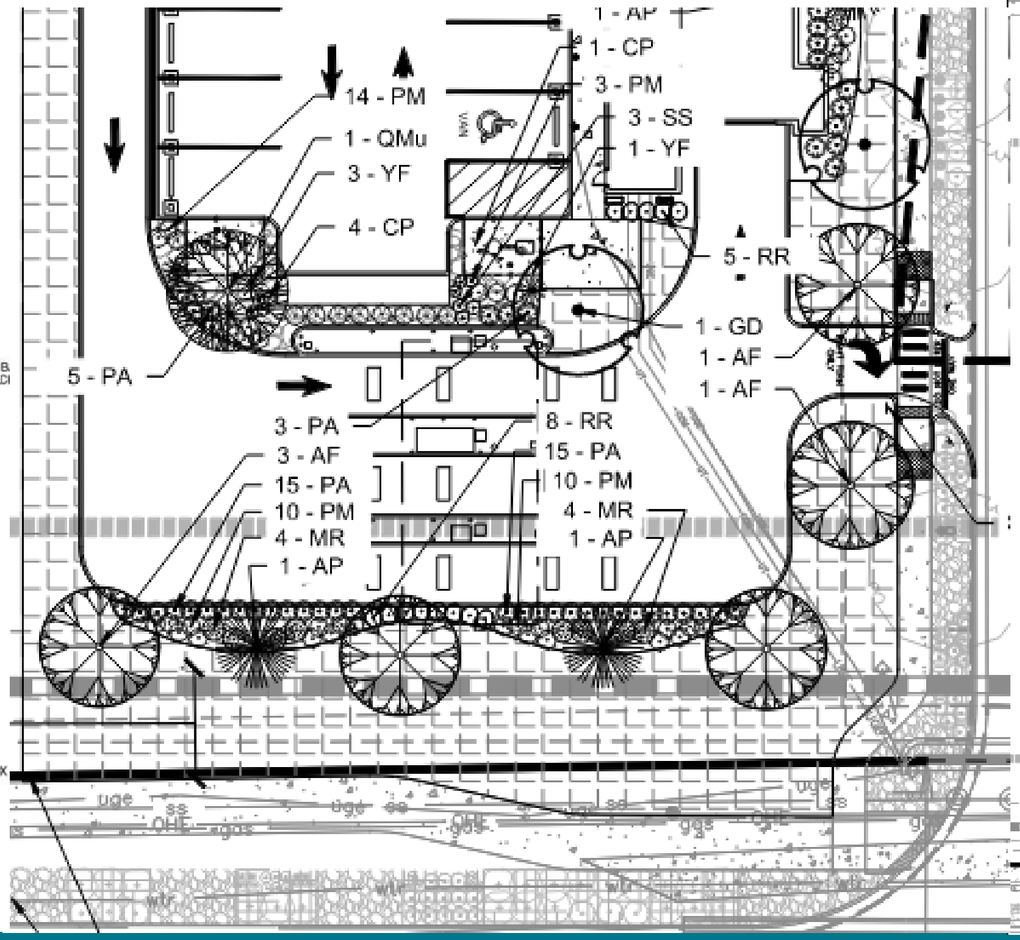
1/8" = 1'-0"

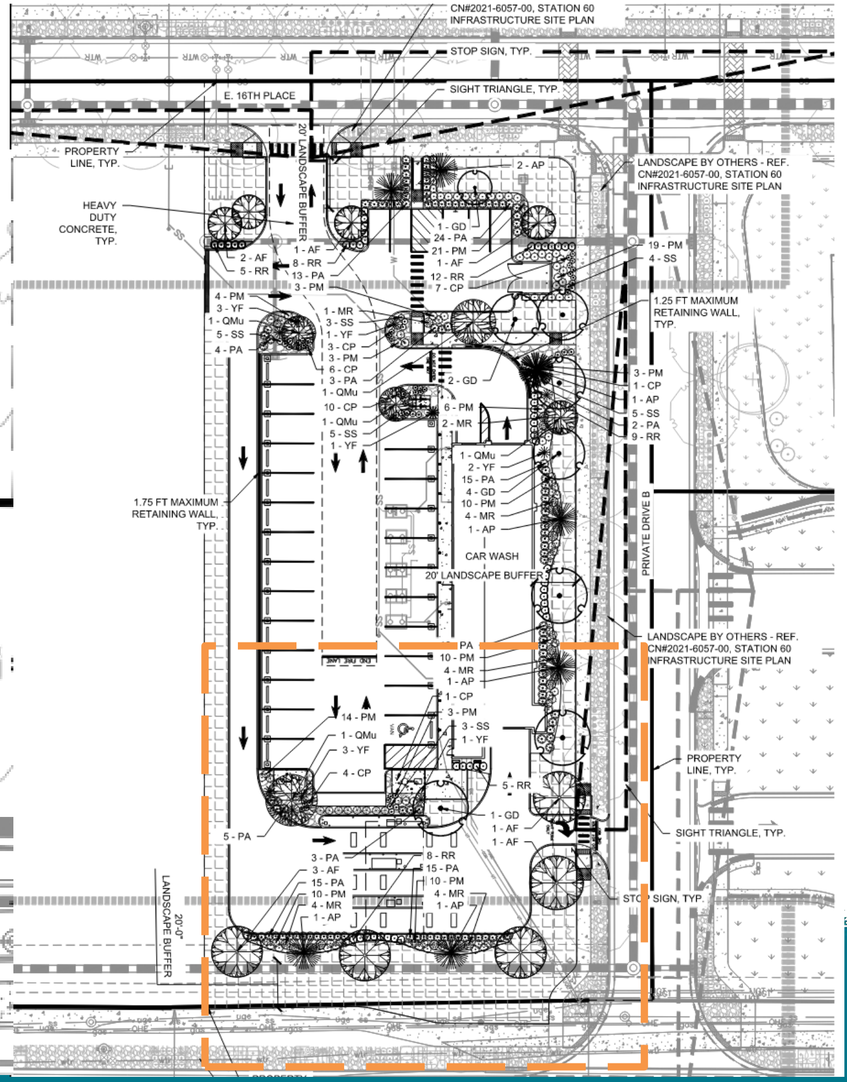


SHRUB PLANTING DETAIL

NEW SHRUBS

1/8" = 1'-0"





Community Response

5 abutting property owners and 14 registered neighborhood organizations were notified.

As no comments were received during the 1st development review cycle, a neighborhood meeting was not held.

Notice of Hearing, including Sign Boards and Mailings were posted and sent.

5 comments were received before the PC hearing and 1 comment was received after.

Subjects Addressed by Public Comment

- Development Review Noticing Policy and Procedure
- Adherence to Development and Conditional Use Standards
- Zoning and Comprehensive Plan Compatibility
- Water Conservation and Environmental Impact

Conditional Use Approval Criteria

Per Section 146-5.4.3.A.3, a Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:

1. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The application is consistent with the Comprehensive Plan;*
3. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;*
4. *The proposed use will not change the predominant character of the surrounding area;*
5. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
6. *The application demonstrates that the proposed use 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; and*
7. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff Findings – Conditional Use

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.A.3, Conditional Use:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The application is consistent with the Comprehensive Plan City Corridor Placetype and will help further city goals of supporting new commercial uses within this placetype that can serve the surrounding neighborhoods. The development would provide an additional employment base to the City and neighborhood and improvements to the public realm will help encourage further development in the area;
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operations are consistent with other automobile and drive-through oriented businesses in the area;
- There is adequate capacity with City infrastructure to serve the proposed development. Existing infrastructure within the Station 60 development is adequate to serve the development. Improvements to the Colfax Avenue ROW will provide further capacity for the site and improve overall connectivity within the neighborhood; and
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience. Economic conditions and maximization of profit are not considered.

Site Plan Approval Criteria

Per Section 146-5.4.3.B.2, a Site Plan shall be approved, approved with conditions, or denied based on the following criteria:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewaster, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

Staff Findings – Site Plan

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.B.2.c, Site Plan:

- The application complies with all applicable standards and criteria in the Unified Development Ordinance as the architecture, building design and orientation, landscaping, parking and accessible routes established by the proposal comply with these various standards;
- The site development utilizes and improves existing city infrastructure in that the proposed improvements to Colfax Avenue will provide increased mobility opportunities to the surrounding area. Furthermore, the development will utilize existing private roadways interior to the site, adding landscaping improvements to adjacent street frontages, creating a more comfortable on-street environment;
- The application will improve and expand upon multi-modal connections with adjacent sites and surrounding development as the improvements to the Colfax Avenue ROW will support increased pedestrian mobility into and through the site. Completion of streetside landscaping will support a more comfortable pedestrian environment and encourage use of nearby public transit facilities. Bicycle racks are proposed further supporting multimodal transportation opportunities for employees;
- Adverse impacts to the surrounding area have been mitigated. Mechanical equipment will be well screened and vacuum motors enclosed to reduce noise. Robust perimeter landscaping will provide visual screening and improve the pedestrian experience; and
- The size, scale, height, density, traffic impacts and hours of operation are compatible and consistent with existing uses in the area and will not change the predominant character of the neighborhood. The expected hours of operation are consistent with other automobile and drive-through oriented businesses in the area

Staff Recommendation

Conditional Use:

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Site Plan:

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with 1 Condition:

Condition #1: Resolution of outstanding technical issues prior to recordation and issuance of any building permits.

Bubble Bath Car Wash
Site Plan and Conditional Use

E Colfax Ave & N Airport Blvd
Aurora, Colorado

City Council Call Up Hearing
January 12, 2026

Introductions

Jessica Glavas
QuikTrip Corporation
Real-Estate Project Manager

Ashley Goodrich
QuikTrip Corporation
Sr. Civil Project Manager

Andrew Lundberg
Kimley-Horn
Civil Engineer

Jeff Plank
Kimley-Horn
Traffic Engineer

David Foster
Partner Attorney
FGMC

Amelia Stefan
Associate Attorney
FGMC

Application

- **The Application requests a CUP and site plan for a new motor vehicle wash located next to an existing QuikTrip fueling station.**
- **The Application was unanimously approved (7-0) by the Planning Commission on October 22, 2025.**
- **In response to public comment, City Council "called-up" the Application on November 17, 2025.**
- **The Application will be reviewed *de novo*.**

About Bubble Bath

- First location opened in San Antonio in 2005.
- Family-owned and operated.
- More than a car wash – goal to be a responsible community partner.
- Four primary tenets:
  - Supporting Our Neighbors
  - Nurturing the Next Generation
  - Serving Those Who Serve
  - Protecting Our Planet

- <u>QT Acquisition of Bubble Bath</u>
- Cultural and Philanthropic Fit
  - Family-owned and operated, just like QT.
  - Goals to be a responsible community partner.
  - Goals to promote employees from within throughout the company.
- Upcoming:
  - Plan to expand the car wash business
  - QT Rewards to combine with car wash service
  - Planning for the future and providing more opportunities to grow and succeed!

Site Location

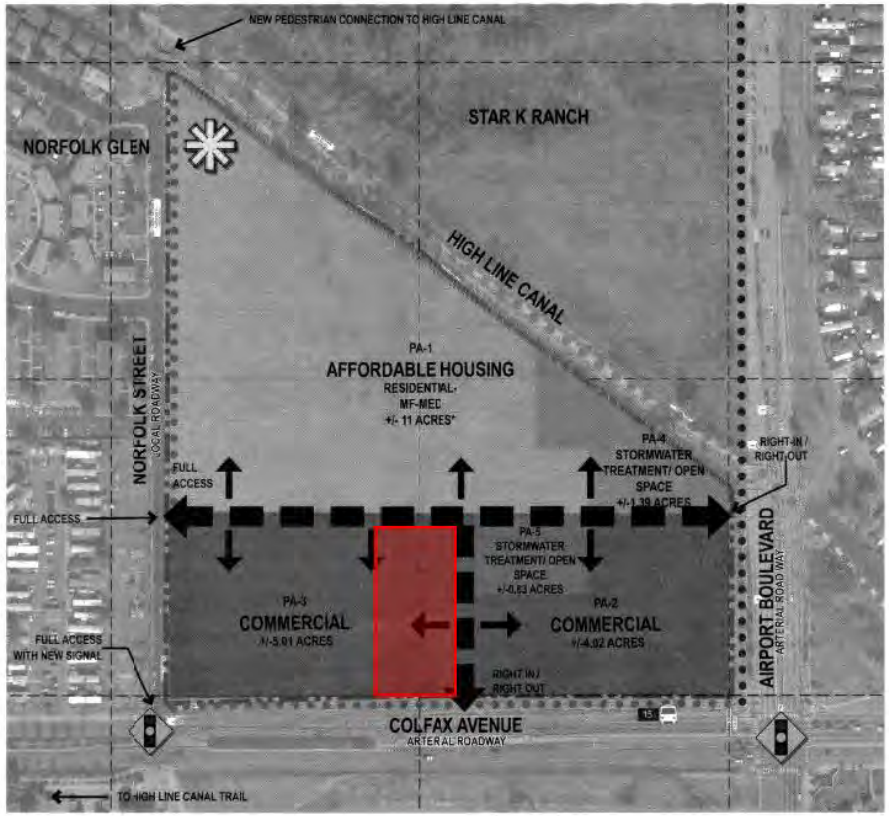


Master Plan

Part of the Station 60 Master Plan Approved by City Council August 2022

TAB 8 - LAND USE PLAN

STATION 60 MASTER PLAN
Aurora, Colorado



LEGEND

- PRIMARY STREET
- PLANNING AREA BOUNDARY
- PROPOSED DETACHED SIDEWALK
- PROPOSED SPECIAL BUFFER (25')
- HIGH LINE CANAL TRAIL
- EXISTING DETACHED SIDEWALK
- ACCESS POINTS
- INTERNAL ACCESS POINTS
- COMMUNITY ASSET AREA
- TRAIL CONNECTION
- TRANSIT STOP

PROJECT DESCRIPTION

STATION 60 IS APPROXIMATELY 24 TOTAL ACRES AND ZONED MIXED USE-CORRIDOR DISTRICT (MU-C) IN SUBAREA A. THE SITE IS LOCATED AT THE NORTHWEST CORNER OF COLFAX AVENUE AND AIRPORT ROAD AND HAS DIRECT ACCESS TO BOTH E. COLFAX AVENUE, N. AIRPORT BOULEVARD AND NORFOLK STREET VIA COLFAX AVENUE. THE CONCEPTUAL SITE PLAN PROPOSES 9.33 AC OF COMMERCIAL FOR THE SOUTHERN PARCELS AND 11 AC OF RESIDENTIAL MULTIFAMILY PLANNED TO BE AFFORDABLE HOUSING IN THE NORTHERN PARCEL.

STATION 60 WILL BE ANCHORED BY A QUIKTRIP ON THE EASTERN COMMERCIAL PARCEL. COMMERCIAL USES ARE PROPOSED FOR THE PARCELS NORTH AND WEST OF THE QUIKTRIP MAY INCLUDE RETAIL AND FAST FOOD USES. THE NORTHERN PARCEL PROPOSES RESIDENTIAL PLANNED TO BE AFFORDABLE HOUSING. ACCESS IS PROVIDED FROM AN INTERNAL PRIVATE STREET WITH ACCESS TO N. AIRPORT BOULEVARD AND NORFOLK STREET. THE HIGH LINE CANAL AND TRAIL IS LOCATED ALONG THE NORTHERN PROPERTY LINE OF THE SITE WHICH WILL INTEGRATE THE REQUIRED SPECIAL LANDSCAPE BUFFER. A FUTURE PEDESTRIAN CONNECTION TO THE HIGH LINE CANAL TRAIL IS PLANNED NORTH OF NORFOLK STREET, JUST WEST OF THE NORTH CORNER OF THE PA-1 TO PROVIDE DIRECT ACCESS TO THE HIGH LINE CANAL TRAIL.

FORM D: MF LAND USE MAP MATRIX ZONE

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE (IN DUS OR SF)	G. ACTUAL PROPOSED MAXIMUM DENSITY (# DUS OR SF)	H. PHASING DETAILS AND COMMENTS (INCLUDE PHASE NUMBER OF TRADE/FREE EVENT)
1. FLOOD PLAIN AREAS			NA				
2. REQUIRED LAND DEDICATION AREAS FOR PARKS, SCHOOLS, FIRE STATIONS, POLICE STATIONS, LIBRARIES			NA			0.59 AC OF COMMUNITY PARK 1.02 AC OF NEIGHBORHOOD PARK 4.21 AC OF OREP SPACE (ON SITE AND/OR CASH IN LIEU)	APPLICANT WILL MAKE A CASH-IN-LIEU PAYMENT TO THE CITY AT THE TIME OF RECORDATION OF FIRST SUBDIVISION PLAT
DEVELOPMENT AREAS SUBZONES	PA-1	MF-MED RESIDENTIAL	+/-11.00	N/A	N/A	215 DU *10.5 ACRES PROS OPEN SPACE MINIMUM TO BE DEFINED AT SITE PLANE	PHASE 1
	PA-2	COMMERCIAL	+/-4.02				PHASE 2
	PA-3		+/-5.01				PHASE 3
	PA-4	STORM WATER TREATMENT AND OPEN SPACE	+/-1.39				PHASE 1
	PA-5		+/-0.63				PHASE 1
		PUBLIC & PRIVATE ROW	1.83				PHASE 1
3. TOTAL MAP ACREAGE (TOTAL FIGURES ABOVE)			24.1				

Conditional Use Requirement – 146-3.3.5.RR

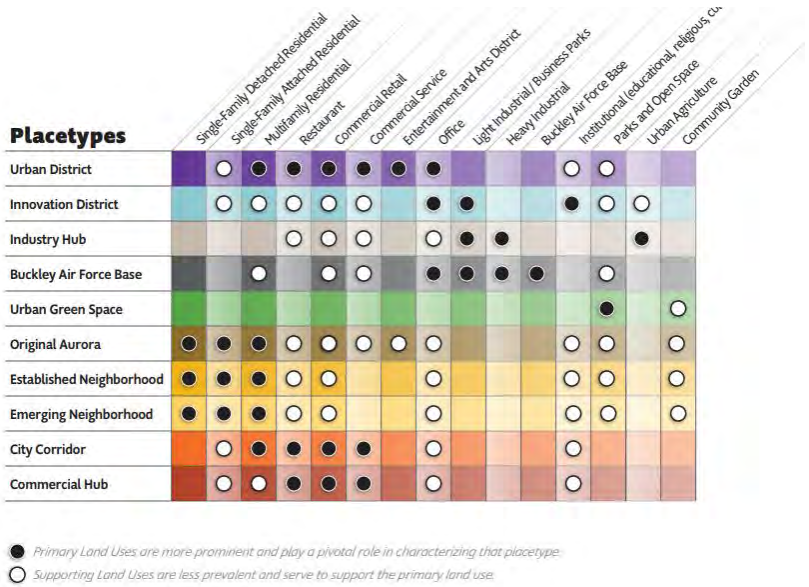
- In all zone districts where these uses are permitted or conditional uses, if two of the four corners of a street intersection are occupied by any of the following four uses, none of the five listed uses may be located (1) on the remaining corner lots at that street intersection, or (2) on any lot partially or entirely located within 500 feet of the corner along either of the intersecting streets:
  - a. Automobile and Light Truck Sales and Rental;
  - b. Motor Vehicle Body Shop and Painting;
  - c. Motor Vehicle Fueling Station;
  - d. Motor Vehicle Repair and Service; or
  - e. Motor Vehicle Wash.
- (1) Conoco and D Hand Full Service Car Wash & Detail on southeast corner, QuikTrip on the northwest corner – no other automotive uses can be placed on remaining corners
- (2) Bubble Bath is permitted next to QuikTrip because the parcel the **Bubble Bath is proposed on is located more than 500 feet from the intersection** of East Colfax and Airport Blvd.

Conditional Uses Criteria for Approval

Motor Vehicle Wash (Section 146-5.4.3.A.3)

1. **Complies with Applicable Standards of UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property**
   - The development complies with the standards in the UDO for landscape and building materials, general site layout and lighting requirements

2. **Consistency with the City Comprehensive Plan**
   - Consistent with the City Corridor Placetype
   - Car washes are commercial retail uses – primary use
   - "This placetype is generally auto-oriented" Page 44.



Conditional Uses Criteria for Approval

3. **The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed Use are compatible with existing and planned uses in the surrounding area**
   - Applicant worked with staff to appropriately orient the building for traffic flow
   - High-quality 4-sided architecture to match the character of the area and meet the Station 60 Master Plan requirements

4. **Compatible with existing/planned uses of the surrounding area and will not change the predominant character of the surrounding area**
   - As stated in the Comp Plan, the character of this area is primarily auto-oriented and commercial retail uses are a primary land use
   - Compliments/is an extension of the QuikTrip convenience and fueling station use next door

5. **The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable**;
   - Water reclamation system to avoid major impacts to City water – 70% of water recycled
   - City infrastructure has adequate capacity to serve the proposed development

Conditional Uses Criteria for Approval

6. **The application demonstrates that the proposed use 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; and**
   - No tenants on property; property is not currently developed; part of an integrated pad development
   - Extension of QuikTrip fueling and convenience offering
   - Generation of new jobs; outdoor patio area for use by pedestrians, guests to use while eating, fueling, or washing

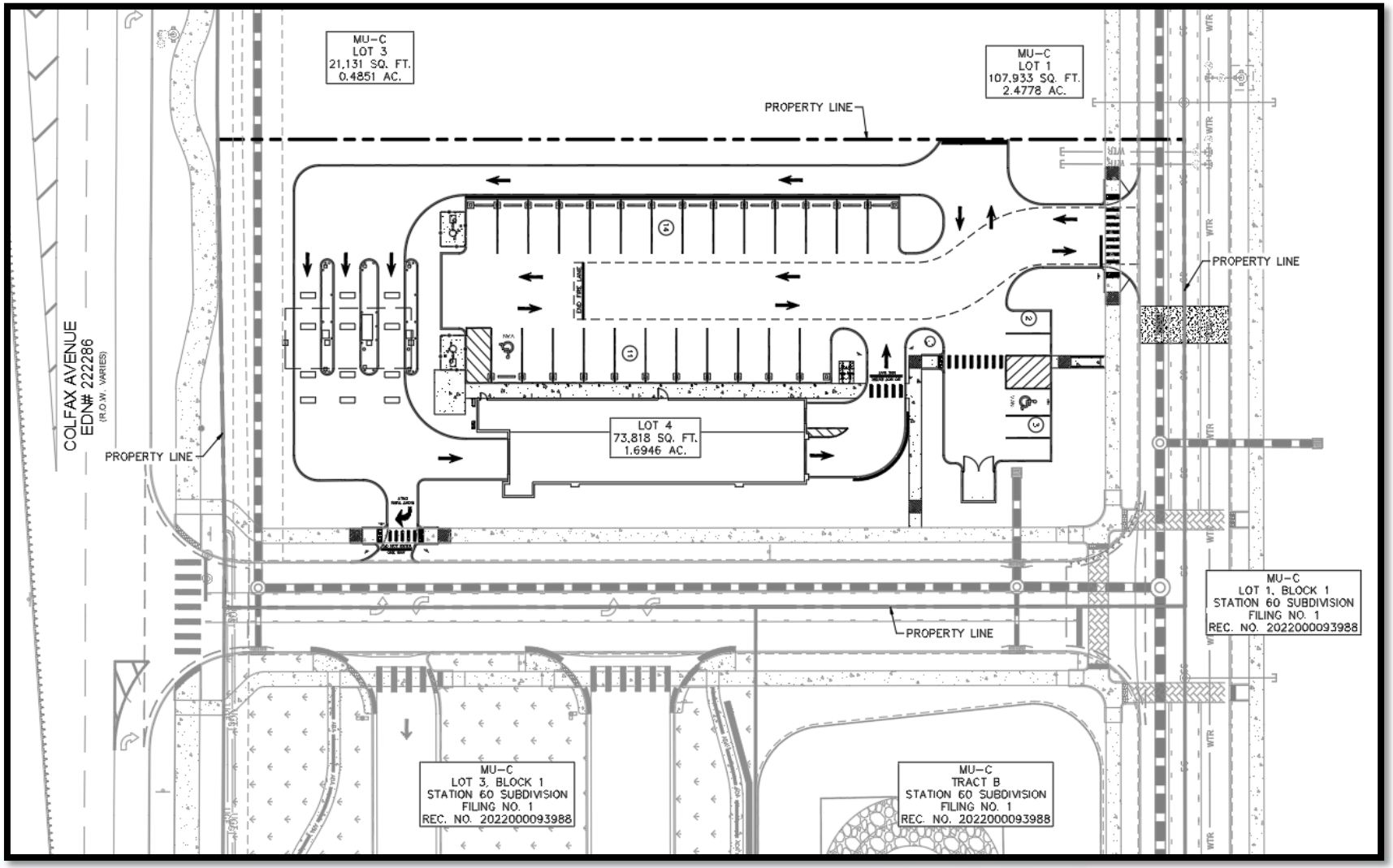
7. **The application mitigates any adverse impacts on the surrounding area to the degree practicable**
   - Impacts to surrounding area have been mitigated
   - Competition is not an adverse impact to the *area* surrounding the Property
   - Satisfies the use limitation

Site Plan Approval Criteria

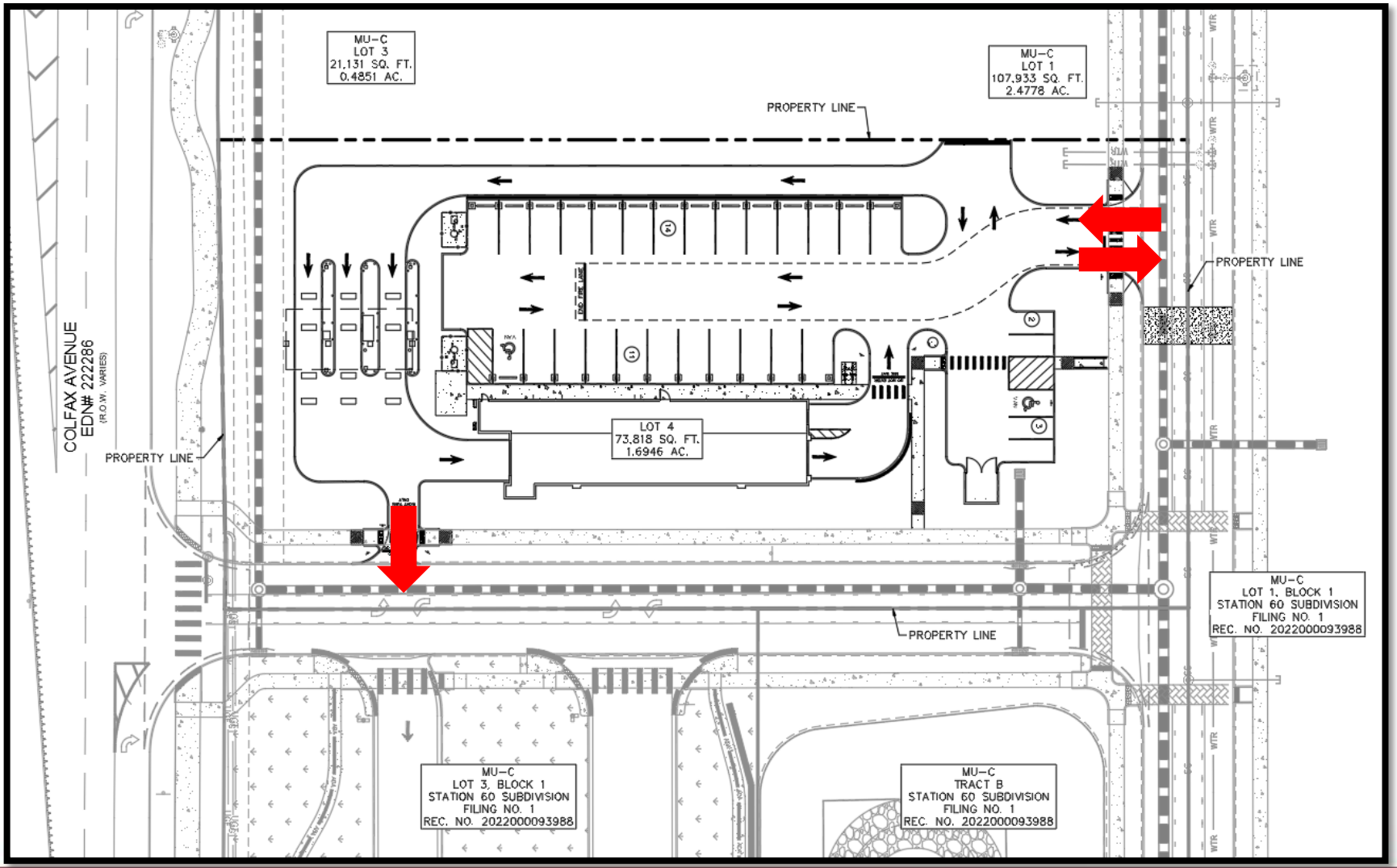
Motor Vehicle Wash Site Plan (Section 146-5.4.3.B.2.)

- 1. The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;
- 2. The city's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;
- 3. Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;
- 4. The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;
- 5. The application is compatible with surrounding uses in terms of size, scale and building façade materials; and
- 6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

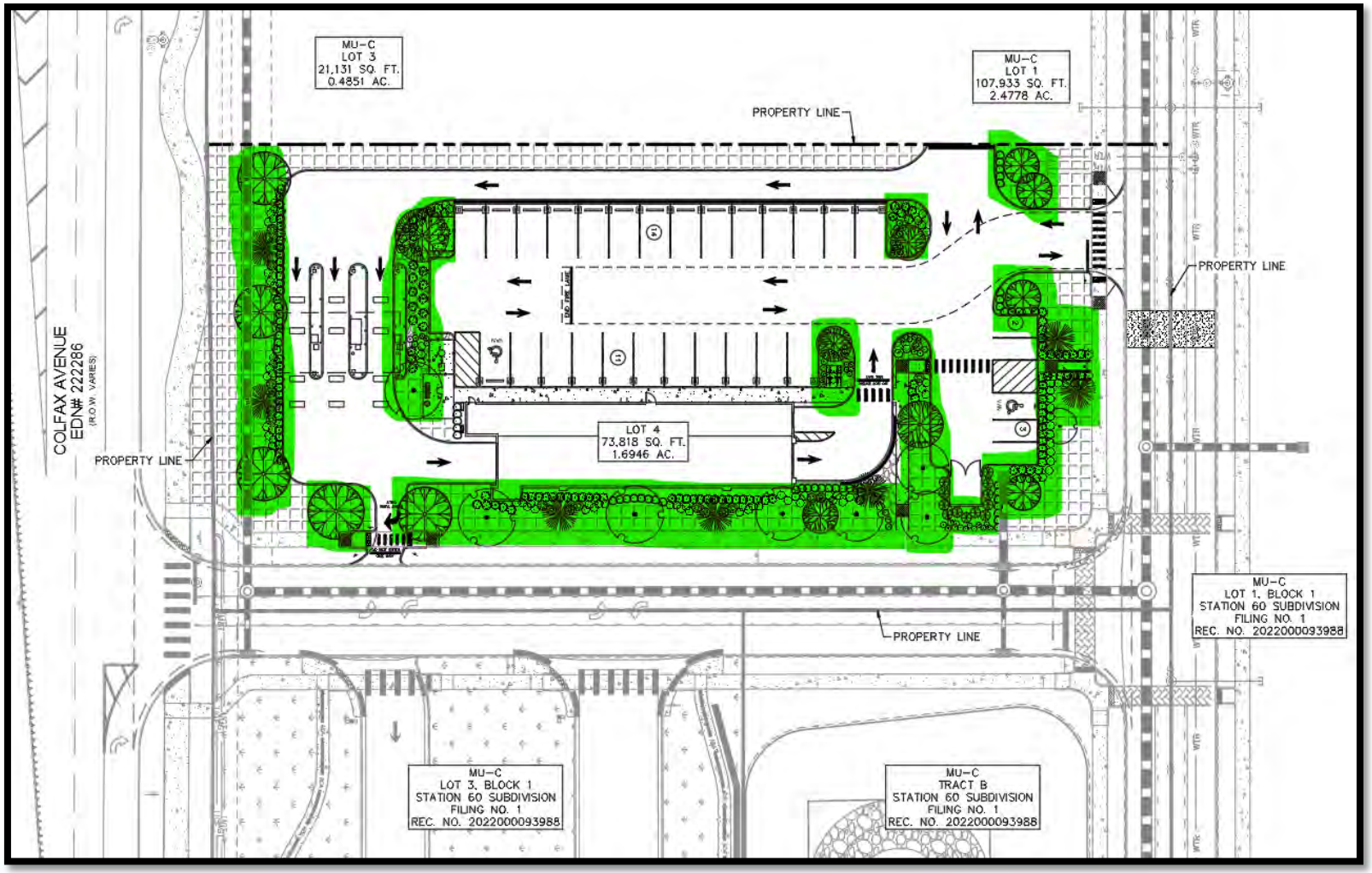
Site Plan


MU-C
LOT 3
21,131 SQ. FT.
0.4851 AC.
MU-C
LOT 1
107,933 SQ. FT.
2.4778 AC.
PROPERTY LINE
PROPERTY LINE
COLFAX AVENUE
EDN# 222286
(R.O.W. VARIES)
PROPERTY LINE
LOT 4
73,818 SQ. FT.
1.6946 AC.
MU-C
LOT 1, BLOCK 1
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988
PROPERTY LINE
MU-C
LOT 3, BLOCK 1
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988
MU-C
TRACT B
STATION 60 SUBDIVISION
FILING NO. 1
REC. NO. 2022000093988

Access to Site



Proposed Landscaping



Environmental Concerns & Sustainability

Our Approach:

- **Water Conservation & Sustainable Stewardship**
  - Proven Automated Equipment Package designed with optimal efficiency and sustainability.
  - Our "CONVEYORIZED AND AUTOMATED WASH" is designed around technology driven solutions utilizing LESS THAN 30 GALLONS of fresh water to provide a quality wash for every visit in a time frame of less than 3 MINUTES from entrance of the wash to a clean car exiting the building.
- **Water Reclamation & Treatment**
  - Facilities utilize a patented water treatment system that is designed specifically to the tank layout and systems feature requirements to ensure that every gallon of all water types deployed within the wash facility is properly used / captured / treated / re-used / or disposed of through the municipal waste-water facility.
  - Treatment equipment is comprised of reclaim water filtration, water softeners and reverse osmosis.
- **Energy Efficiency Through Technology & Monitoring**
  - All equipment utilized are equipped with VFD driven controls to ensure power consumption spikes are mitigated and controlled.
  - All lighting systems are LED and rated at the highest efficiency levels available for each fixture.

- **Earth Friendly Sustainable Cleaning Solutions**
  - The chemical dispensing system is monitored 24/7 through the automated controls platform to provide alerts concerning the system include:
    - Overconsumption
    - Underconsumption
    - Worn components
  - All chemistry formulations are held at ENVIRONMENTAL STANDARDS meeting and exceeding all regulatory requirements to Include:
    - 100% Free of ABF and HF compounds (No Content)
    - 100% Free of VOC components (No Content)
    - 100% Free of Phosphate components (No Content)
    - 100% Free of CFC AND CFC Substrate components (No Content)
    - 100% Free of NPE/APE surfactant components (No Content)
    - 100% UV derivative NON-STAIN dyes and foaming agents
- **Consistent & Repetitive Maintenance & Functionality**
  - Systems are constantly monitored through “REAL TIME” sensors that report back to each facility maintenance team to ensure its operation is consistent and always functioning.
  - We require our treatment tanks to be properly serviced by licensed professional companies no less than 3 times per year.

What This All Means for the Communities We Serve

- We utilize less than 1/5th the amount of fresh water used by the " AT HOME CAR WASH" – less than 30 gallons per wash.
- We process and treat with upwards of 90% efficiency - all water applied to each vehicle during the wash process.
- We re-utilize greater than 70 Gallons of RECLAIMED AND TREATED water for each vehicle during the car wash process.
- We deploy robust preventative maintenance programs within our facilities to ensure 100% efficient equipment operation.
- We are regulated by state environmental as well as federal environmental agencies with 100% compliance.
- We routinely monitor our water quality and ensure all uses are efficiently maximized for each water type deployed.
- We require our treatment tanks to be properly serviced by licensed professional companies no less than 3 times per year.
- We strive to make our stewardship of the environment a part of our operational identity in every facet of our operations.

We look forward to bringing our BEST-IN-CLASS professional car wash facility to your community and strive to provide a service of convenience and necessity with the upmost focus on being an ENVIRONMENTAL STEWARD AND PARTNER at the forefront!


ANY
QUESTIONS
?

FOSTER GRAHAM MILSTEIN & CALISHER, LLP
ATTORNEYS AT LAW

T 303-333-9810
F 303-333-9786
360 South Garfield Street
Sixth Floor
Denver, Colorado 80209

January 2, 2026

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

Via email: citycouncil@auroragov.org; sgubrud@auroragov.org; cityclerk@auroragov.org

Dear Mayor Coffman and City Council Members:

Foster Graham Milstein & Calisher, LLP represents QuikTrip Corporation ("QuikTrip"), the applicant representative for development application DA-2274-07 ("Application"). The Application requested approval for a conditional use permit and site plan to operate a car wash at the property generally located near the northeast corner of East Colfax Avenue and North Airport Boulevard ("Property"). The Aurora Planning Commission ("Planning Commission") unanimously approved the Application on October 22, 2025. On November 17, 2025, the Aurora City Council ("Council") voted to "call-up" the Application pursuant to the Aurora Unified Development Ordinance ("UDO") Section 5.3.11. Therefore, the Application will be heard *de novo* by Council on January 12, 2026. As set forth in this letter, the Application meets and exceeds all applicable approval criteria for a conditional use permit and site plan, and the Planning Commission correctly approved the Application. Therefore, we respectfully request Council's approval of the Application.

PROPERTY INFORMATION

The Property is located near the intersection of East Colfax Avenue and North Airport Boulevard in the City of Aurora ("City"). The Property is approximately 1.69 acres and is depicted in *Figure 1* below. The Property is in the MU-C Zone District ("MU-C District"), and the proposed motor vehicle use is permitted with a conditional use permit in the MU-C District. The Property is located next to an existing QuikTrip fueling station, and the Application proposes a motor vehicle wash to compliment the fueling, dining, and gathering spaces offered at the neighboring QuikTrip location.



Figure 1: The Property is highlighted in red.

APPLICATION MEETS ALL APPLICABLE CRITERIA

The Application is subject to two (2) sets of criteria: UDO Sections 146-5.4.3.A.3. (conditional use permit criteria) and 146-5.4.3.B.2 (site plan criteria). As found by the Planning Commission, the Application meets each of the applicable approval criteria.

146-5.4.3.A.3. Conditional Use Permit Criteria

a. *The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*

   The Property is located within the Station 60 Master Plan area. In 2022, Council approved the Station 60 Master Plan which set forth specific use categories for each portion of the property and design standards for the property. QuikTrip's Property is designated as "commercial," and the proposed motor vehicle wash is categorized as a commercial use under the UDO.[1] Therefore, the Application's request for a motor vehicle wash conforms to the UDO and applicable master plans.

b. *The application is consistent with the Comprehensive Plan;*

   The Aurora Places Plan ("Comprehensive Plan") describes future development and land use in terms of "placetypes."[2] The Property is located within the City Corridor Placetype. As stated in the Comprehensive Plan, "Corridors are centered along the city's major roadways, home to a wide range of uses, including commercial, retail, institutional, service and some residential. **This placetype is generally auto-oriented**, but should also accommodate pedestrians, bicyclists and transit service." Motor vehicle washes are an auto

[1] UDO Table 3.2-1.
[2] Aurora Places Plan, Page 24.

oriented use for which the Property is specifically contemplated to have by the Comprehensive Plan. Therefore, the Application is consistent with the Comprehensive Plan.

c. *The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;*

The Applicant worked closely with City Staff to create a site design that is compatible with the surrounding area. The proposed motor vehicle wash building is oriented to Colfax so that traffic will flow better in and out of the Property. As detailed in the Staff report, there were multiple architectural and stylistic considerations taken into account to ensure the proposed building will present as a high-quality commercial service property and conform with the Station 60 Master Plan design requirements.

A traffic impact study was approved in 2022 for the Station 60 Master Plan. The Application provided a trip generation comparison analysis to document compliance with the traffic impact study. The trip generation comparison found that the proposed motor vehicle wash use will produce less vehicle trips than anticipated for the Property, and the predicted amount of vehicle trips is in compliance with the original traffic study. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area.

d. *The proposed use will not change the predominant character of the surrounding area;*

As stated in Section (b) above, the Property has a City Corridor Placetype, meaning that there are a wide variety of retail, commercial, institutional, and service uses along Colfax, a main City corridor. City Corridor Placetypes have the following primary land uses: multifamily residential, restaurant, commercial retail, and commercial service. The proposed motor vehicle wash is a commercial service use, meaning that it fits with the predominate character of the area, and will not change the predominate character of the area.

e. *The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and*

As confirmed by City Staff, the Application includes a water reclamation system that will not result in undue strain on the City's water system. Approximately seventy (70%) of the water used at the Property will be recycled. Furthermore, City Staff confirmed that the City

infrastructure has adequate capacity to serve the proposed development. Therefore, this criterion is met.

f. *The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

The Property is currently vacant, and there are no leasehold interests on the Property. The Application proposes development that is integrated into the Station 60 Master Plan area, and will generate new jobs. Additionally, the Application will further a goal of the Comprehensive Plan because it proposes an outdoor patio area for use by pedestrians, guests that are fueling, washing their car, and eating, resulting in a programmed common space surrounded by an active use to retain customers and convey a sense of community.[3] Therefore, the Application will not create significant dislocation of tenants or occupants of the Property, and provides community benefits contemplated by the Comprehensive Plan.

g. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

The surrounding area to the Property is the Station 60 Master Plan area, which specifically contemplated commercial service uses to be developed on the Property. Additionally, the Applicant worked closely with staff to orient the building to ensure efficient traffic flows in and out of the site, mitigating any adverse impact on the area surrounding the Property. Therefore, this criterion is met.

The Applicant is aware that there have been multiple assertions that the presence of a motor vehicle wash on the Property will adversely affect other motor vehicle wash owners because of increased business competition. While QuikTrip can acknowledge this is a legitimate business concern, it does not relate to this criterion. The criterion asks whether the proposed conditional use mitigates any adverse impact on the ***surrounding area to the degree practicable***. The term "surrounding area" is used many times in the UDO. It is used in the context of comparing development of the subject property to existing development on adjacent properties. For examples, Section 2.4.3.A. of the UDO states, "In Subareas A and B, the MU-C district is intended to promote sustainable infill redevelopment of older commercial sites, while mitigating the impacts of redevelopment on surrounding areas," communicating that "surrounding areas" means the property immediately surrounding the subject property. Interpreting "surrounding area" to include any business in the City is inaccurate and an improper application of the UDO.

[3] Aurora Places Plan, Page 45

The City already adopted use limitations for auto-oriented uses, including motor vehicle washes, to prohibit a concentration of auto oriented uses and presumably to limit competition in close proximity. Section 146-3.3.RR. states, "In all zone districts where these uses are permitted or conditional uses, if two of the four corners of a street intersection are occupied by any of the following four uses, none of the five listed uses may be located on the remaining corner lots at that street intersection, or on any lot partially or entirely located within 500 feet of the corner along either of the intersecting streets." Those uses include motor vehicle washes. The Application complies with 146-3.3.RR. Therefore, Council already passed legislation to limit competition within close proximity, and this Application conforms with such restrictions. To assert that competition with an existing motor vehicle wash that is ~0.5 miles from the Property is experiencing an adverse effect from competition is meritless. Accordingly, Council already opined on the density and distancing of new auto-oriented development. It is not practicable to mitigate competition amongst businesses when the Applicant already complied with the adopted distancing requirement.

146-5.4.3.B.2 Site Plan Approval Criteria

a. *The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.*

As stated above, in 2022, Council approved the Station 60 Master Plan which includes the Property. QuikTrip's Property is designated as "commercial," and the proposed motor vehicle wash is categorized as a commercial use under the UDO.[4] The Station 60 Master Plan also includes commercial design requirements, including provisions that the building materials be of a natural tone and texture, the building design have high quality four-sided architecture, and exterior materials be aesthetically pleasing. Colors are allowed as accents and encouraged to relate to the project branding. Additionally, buildings are to be oriented so that the primary entrance faces the street and avoids long blank walls along the street.

The proposed site plan includes a four-sided building constructed primarily of stone and stucco to emphasize the Station 60 Master Plan's requirement of utilizing building materials of a natural tone and texture. The proposed building has red accents to match QuikTrip's branding. The motor vehicle wash entrance/exit door faces Colfax so that the length of the tunnel does not extend along Colfax. QuikTrip worked closely with Staff to design and orient the building

[4] UDO Table 3.2-1.

to meet the applicable plans. Therefore, the site plan meets all UDO standards and the master plan applicable to the Property.

b. *The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.*

Aurora Water gave approval to the site plan, certifying that the Application meets all water-related requirements of the City. Additionally, the approved drainage study confirms that the Application is conformance with the City's master utility plans. Therefore, the City has adequate infrastructure and public improvements to serve the proposed motor vehicle wash. The proposed motor vehicle wash includes its own water reclamation system in which seventy percent (70%) of water will be recycled. Therefore, this criterion is met.

c. *Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.*

The Property is a vacant, over lot graded site that does not have any ridgelines, swales, natural landforms, or other ecologically sensitive features. Therefore, this criterion is met.

d. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.*

As shown on the site plan, the proposed development includes a pedestrian passageway patio area that includes a picnic area. The Station 60 Master Plan also requires street light improvements with pedestrian signals be included in the area to improve the multi-modal connection of the properties in and around Station 60. Therefore, the Application improves the multi-modal environment and overall interconnectedness of the area, and this criterion is met.

e. *The application is compatible with surrounding uses in terms of size, scale and building façade materials.*

As stated in Section (a) above, the Station 60 Master Plan contains detailed design requirements that are met through the use of stucco and stone, red accents to match QuikTrip branding, and building orientation to reduce long plain building facades along roadways. Therefore, this criterion is met.

f. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

As stated herein, QuikTrip worked closely with Staff to develop a site plan design and building orientation that meets the UDO and ensures any new traffic flows will not adversely affect the adjacent properties. Additionally, the Applicant underscores the statements in Section (g) above that the Application meets the applicable spacing requirements and that overall competition within the City is not an adverse impact under this criterion. Therefore, this criterion is met.

PLANNING COMMISSION DECISION

The Planning Commission approved the Application by a 7-0 vote. While Council's review is *de novo*, meaning the Council will review the complete Application and not simply affirm the Planning Commission's approval, there are details from the Planning Commission's deliberations that may be helpful in Council's consideration and deliberation. The Planning Commission, who are well versed in reviewing these types of land use applications, appropriately applied the applicable approval criteria to the Application. Such application of criteria is objective in nature, and multiple Planning Commission members underscored that while they understand community members' concerns, the Application met all of the criteria. For example, Commissioner Gaiser stated, "We need to look at the conditional use permit criteria and as long as that is met, we should approve this regardless of how we feel. We don't set policy, City Council does." Commissioner Walls stated that, "This venue may not be the appropriate place when dealing with density issues… we look at prescribed sections of Code…This application does meet our prescribed sections of code."

These statements underscore the Planning Commission's appropriate application of the City's current law. The spacing/density requirement set forth by Section 146-3.3.RR of the UDO was adopted by Council and was met by the Application, along with the other required criteria. Therefore, the Planning Commission was correct in their unanimous decision to approve the Application.

For the forgoing reasons, the Applicant respectfully requests that the Council uphold the decision of the Planning Commission and approve the Application. Thank you for your consideration.

Sincerely,

David Wm. Foster

CC: STimms@auroragov.org

January 8, 2026

Dear City Council Members,

Thank you for your time and consideration. I respectfully urge you to reverse the Planning and Zoning Commission's decision to approve QuikTrip's conditional use permit application and site plan application for a proposed Bubble Bath Car Wash at the intersection of Airport Boulevard and East Colfax Avenue (the "Applications").

The Applications fail to meet multiple mandatory requirements under the Aurora Unified Development Ordinance ("UDO") and are inconsistent with the Aurora Places Comprehensive Plan ("Comprehensive Plan"). **For the reasons outlined below, denial is not only justified but required.**

For background, I am the owner and operator of Gleam Car Wash (shown below), a locally-owned business that made the first significant private investment on this stretch of East Colfax in decades.





Gleam employs neurodiverse individuals, voluntarily exceeds water conservation requirements for facilities like these, supports adjacent affordable housing, and when it went through its conditional use permit and site application plan process, worked closely with the City to create a design that honors

Colfax's important historic character. Further, Gleam functions as a mini-water treatment plant and takes environmental stewardship seriously. We at Gleam are focused on and invested in the community and that is why I must voice my serious concerns regarding the Applications.

Just a half mile down the road from Gleam is the site of QuikTrip's proposed Bubble Bath Car Wash. Here is a depiction of the car wash from QuikTrip's application materials:



QuikTrip's Application to approve this car wash is inconsistent with its own Master Plan, fraught with UDO violations, violates Aurora's Comprehensive Plan, and lacks public support. I urge you to reverse the Planning and Zoning Commission's decision to approve the Applications and deny the Applications based on the following grounds.

Summary of Grounds for Denial

The Applications:

A. Violate multiple Master Plan and UDO requirements, including failing to comply with numerous design standards that were imposed by Aurora on our Gleam Car Wash facility down the street (why would a locally-owned business be forced to comply with design standards while an out-of-state well-capitalized privately-held company gets to flaunt those same standards and ignore Planning's repeated directives?);

B. Violate both the spirit and letter of Aurora's Comprehensive Plan.

C. Independently warrant denial under UDO § 5.3.9(C) and (D)[1] based on unmet representations and past performance by Quik Trip, including failing to construct a connection to the High Line Canal, as required by Quik Trip's Station 60 Master Plan; and

Any of these grounds alone require the Applications' denial.

Detailed Code Violations

A: Master Plan and UDO requirement violations

The Applications' Lack of Community Involvement and Notice for Meaningful Engagement and Significant Community Opposition

As an initial matter, I want to note that when I submitted my application for my car wash down the street from the one proposed here, we provided notice to all residents and businesses within a mile of the site. I also hosted a neighborhood meeting to provide neighboring businesses and community members an opportunity to provide comment on my application before I submitted it. This community engagement was encouraged by staff then and is now required by the City's code. Unfortunately, no similar notice or meeting seems to have taken place with respect to the Applications.

The City's code requires any applicant who proposes a change in use that introduces new and potentially unanticipated impacts to the community to hold a neighborhood meeting to hear and consider input from the City's constituents. UDO §§ 5.3.1(A) and (C)(3). The Bubble Bath Car Wash will

[1] UDO § 5.3.9 makes clear that "C. In addition to any criteria listed for approval listed in Section 5.4 of this UDO, any permit or approval under this UDO may denied to an applicant who:
. . . 3. ***Is not in compliance with representations made at public hearing or conditions regarding previous City approvals that have been granted to the applicant for any matter."*** *and* "D. The City is authorized to consider the past performance of the applicant in complying with City laws, regulations, and approvals. . . . ***The City Council may deny an application based on past performance of the applicant."***
The Code goes on to provide examples of past performance that may justify denying an application, including:
"1. Evidence of false or misleading statements in application materials or public hearings;
2. Evidence of bad faith in interactions with the public, property owners, stakeholders, or City staff or appointed or elected officials;
3. Evidence of failure to construct projects previously approved by the City in accordance with the terms and conditions of approval."

increase traffic, noise, and potable (drinkable) water usage ***(see attached letter regarding issues with the Applications' water usage specifically).*** Yet, there was no neighborhood meeting relating to the Applications. This left both the applicant and staff without meaningful input from the community before the Applications were submitted. It also makes the record before you incomplete, as it does not include important input from the many neighbors surrounding this parcel.

Compounding the lack of community input at any meeting *before* the Applications' submission is the fact that the notice provided for the hearings on the Applications (including this one) to date has been imperfect, at best. I have spoken with many neighbors of the property who live in the nearby affordable housing and who walk past the parcel every day who have stated that they never saw any posting at the site and were unaware of the Applications until I reached out to them mere days before the Planning Commission's hearing. Even now, according to neighbors I've spoken with, the sign for this upcoming Monday's meeting was placed in a location that is only visible to people walking on a *closed sidewalk*.[2]

Notably, the public that did hear about the Applications unanimously objected to them. The City has received at least six written letters in opposition (several attached), including letters from nearby residents, adjacent businesses, and state elected representatives. All public testimony before the Planning Commission (10.22.24) opposed the project, as did every speaker during the City Council's public comment period at the meeting where Council voted to "call up" the Planning Commission's approval (11.17.24).

This level of public opposition in light of the limited notice provided is significant and should weigh heavily in Council's consideration. To ensure that the City hears from all constituents impacted by the Applications, the Council should deny both Applications as submitted so the City can receive real community input before anything gets built on this site.

[2] The sign posted is also impossible to see or read while driving on Norfolk Street, which is the street neighbors to the parcel use to get to and from their homes.

Unmet Conditional Use and Site Plan Approval Requirements

Enumerated below are criteria required to approve both a conditional use and site plan applications. For multiple reasons, QuikTrip cannot meet these requirements.

To approve QuikTrip's **Conditional Use Application**, the City Council must determine that QuikTrip has established its Application can meet the following criteria:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in UDO § 3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use 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.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

To approve QuikTrip's **Site Plan Application** (a prerequisite for even considering a Conditional Use) the City Council must determine that QuikTrip has established its Application can meet the following criteria:

a. The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

b. The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

c. Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

d. The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

e. The application is compatible with surrounding uses in terms of size, scale and building façade materials.

f. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Applications violate the UDO and Master Plan requirements and demonstrate the proposed use will be inconsistent with existing and planned uses in the surrounding area. *(Conditional Use Criteria (a), (c) and (g) above and Site Plan Criteria (a), (d) and (f) above*).

As more specifically detailed in the City staff's initial comments on the Applications and Elijah Williams' PowerPoint presentation that he intends to use at the upcoming hearing (both enclosed with this letter), the proposed Bubble Bath Car Wash conflicts with multiple provisions of the UDO and the Master Plan[3] applicable to the property. These issues not only violate the City's code, they also make the proposed use and plans inconsistent with the existing and planned uses around the property. To name a few:

- The car wash's tunnel is oriented facing the affordable housing immediately adjacent to it (see image below). This likely violates UDO § 4.4.8[4] , which imposes important decibel limits on commercial uses close to residential properties.
    - Notably, the Bubble Bath Car Wash's plans have the car wash tunnel exit facing north *toward the affordable housing.* This will have the impact of funneling all of the sound from the car wash's operations toward that housing, which is just about 100 feet away. I have built car washes in multiple jurisdictions and based on associated sound studies,[5] I had to implement significant sound mitigation measures. Based on the Applications as submitted, the Bubble Bath Car Wash

[3] UDO § 5.4.3.A.3, setting forth the Conditional Use Approval Criteria, specifically requires any Conditional Use to comply not only with the UDO but also any other adopted City regulations and *any approved Master Plan* that includes the property, including any "conditions specifically applied to development of the property" in a prior decision affecting it.

[4] The Applications do not include any sound study associated with the car wash, the tunnel location, or to otherwise demonstrate compliance with the Code's sound requirements limiting sound above 55 dBA from 7:00 am until 9:00 pm and 45 dBA from 9:00 pm until 7:00 am.

[5] Sound studies performed before mitigation at one of my other car washes indicated the sound coming out of the tunnel reached decibel levels of 110 dBA. For this reason, Gleam's car wash in Aurora is oriented so that the tunnel's opening faces Colfax. Gleam's property in Denver, which is surrounded by residential, includes extensive sound engineering and attenuation to mitigate its noise impacts. The Applications do not include any such mitigation.

does not include any such mitigation measures, making the car wash code incompliant in addition to a use inconsistent with neighboring residential uses.



- With respect to visual impacts, Aurora's code requires articulated elevations to create visual diversity. But the Bubble Bath's north elevation that faces the affordable housing is fully unarticulated and includes only flat stucco with no material change. UDO § 4.8.5.B.2. *The City of Aurora's planning staff commented on this issue **four times** in its review of the Applications but QuikTrip failed to make any changes to its plans to address or resolve this issue, leaving an eyesore for the people living next to the proposed facility.*

- The west elevation (Rear) of the new facility is also flat and unbalanced with the east elevation, lacks windows, articulation, and any design elements, also in violation of several UDO sections, including UDO § 4.8.5.B.2, and Station 60 Master Plan Tab 12, pg 14. *The City's planning staff also identified these issues, including lack of articulation compliance - again without resolution from QuikTrip.*

- The site plan further includes a drive-up service window along Colfax avenue frontage in violation of UDO § 4.6.7.B.4. *This was noted by Aurora's planning staff in their pre-application comments but ignored by QuikTrip in its final submission.*

- There is also a major issue with the Bubble Bath Car Wash's drive aisle and queue lane, which will be visible from Colfax with only minimal screening by landscaping. *Notably, this orientation was not allowed by Aurora staff when I presented my site plan applications to the City for our car wash. To address staff's concerns then, we moved the queue lanes to the back of the property so they would be shielded from the Colfax street view.*

- The 40-foot tower element of the Bubble Bath exceeds the City's zoning code height[6] and is also disproportionate and inconsistent with the surrounding area. Further, as the City's planning staff pointed out, the tower's massing is unbalanced and unattractive with a 10'

[6] Since the site is in the MU-C zone district and within 75 feet of affordable housing, the UDO § 4.2.2 Table 4.2-3 specifies that the maximum height is 38 feet.

base, 13' roof (mid), 17' of tower. Noth the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. UDO § 4.8.5(b)(2); *see also* Station 60 Master Plan, Tab 12, pgs. 14 & 15.[7]

- Finally, UDO § 2.4.3.D.2.A requires a 400-sf public plaza on the site that is clearly visible. The Site Plan submitted includes a patio, but it is only 225 sf.

- Finally, the Site Plan does not address pedestrian access or connectivity as required by the UDO.

As evidenced above, there are many issues with the Applications. And despite City staff identifying these (and other) deficiencies, QuikTrip failed to resolve them. Nor did QuikTrip request any sort of variance or adjustment from the City's Board of Adjustments or Planning and Zoning Commission to provide an exception from the above Code requirements. UDO § 5.4.4.

These requirements are in place to protect neighboring landowners, residents, and businesses, and were (as they should have been) imposed on my car wash application for the Gleam down the street. The Planning Commission's approval of the Applications in the face of these clear code violations is therefore inconsistent with how the City has treated other similarly situated applications for car washes in this area, including my own.[8] This City Council should deny the Applications as submitted to protect the property's neighbors and ensure that new development within the City complies with City Code.

[7] The Master Plan, for example, requires building design to continue on all four sides.

[8] For example, here are a few examples of Code requirements that my application had to comply with that the Applications at issue here fail to comply with:

- Building orientation (QuikTrip's car wash is planned to face Colfax, something that was specifically precluded with respect to my planned car wash)
- Building height
- Pedestrian circulations and linkage
- Horizontal articulation
- Community participation and input within 1 mile

B. QuikTrip's Applications are Contrary to Aurora's Comprehensive Plan

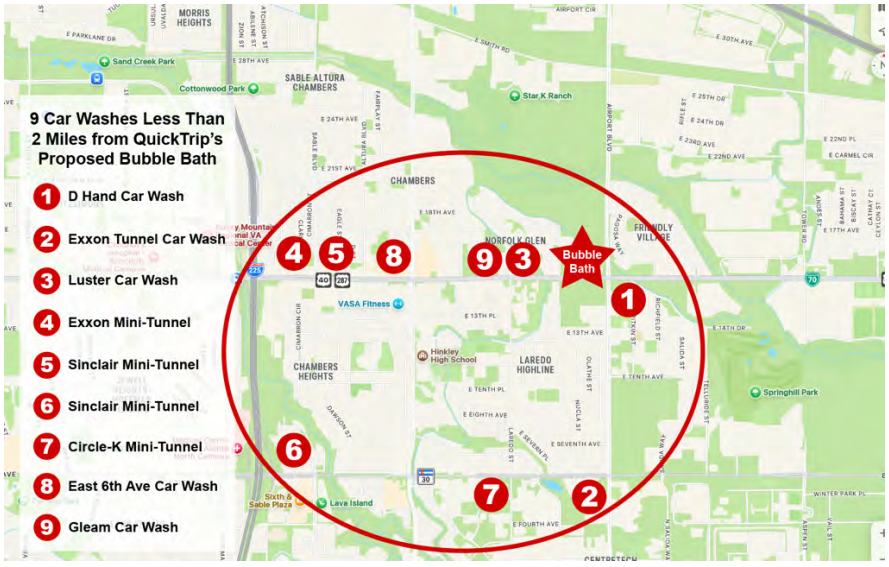
The Applications are Inconsistent with Aurora's Comprehensive Plan, will change the predominant character of the surrounding area, and will be a drain on Auora's public infrastructure. *(Conditional Use Criteria (b), (d) and (e) above and Site Plan Criteria (a), (b), (c), (e), and (f) above*).

The Applications' proposed use and site plan also conflicts with multiple core principles and policy goals of the Comprehensive Plan, including a **Strong Economy** and a **Thriving Environment**. Further, the car wash, as proposed, will change the character of the surrounding area and will also be a drain on Aurora's public infrastructure.

Economic and Land Use Conflict

The Comprehensive Plan calls for redevelopment that attracts diverse employers, higher-quality jobs, and fiscally productive land uses. Comprehensive Plan Ch. 3, pg 20. It stresses the importance of improving support for small businesses. The proposed car wash does the opposite.

There are currently at least **eight car washes within a two-mile radius** of this site (see below), and Aurora has approved **at least fifteen new tunnel car washes in the past five years**, nearly doubling the existing supply. This concentration displaces opportunities for other commercial or mixed-use development and undermines the long-term fiscal sustainability of the car washes the City has already approved.



Further, unlike Gleam, typical car washes like the proposed Bubble Bath car wash consume substantial public infrastructure resources, including potable (drinkable) water and wastewater - an outcome directly contrary to the Comprehensive Plan's fiscal health principles. Ch. 2, p. 14-15.

Environmental Stewardship Conflict

The Comprehensive Plan also emphasizes water conservation and integrated land-use planning. The Bubble Bath proposal includes a reverse osmosis system that unnecessarily rejects approximately **400 gallons of potable water for every 200 gallons of usable product water**, discharging thousands of gallons daily into the sanitary sewer system. Unlike Gleam, this Bubble Bath Car Wash uses a reverse osmosis system that wastes water and stresses the City's sanitary sewer system.

This wasteful practice conflicts with the City's conservation objectives, stresses wastewater infrastructure, and ultimately increases system-wide costs—costs that directly impact housing affordability through higher tap fees.

Community Design Conflict

The Comprehensive Plan also envisions Colfax as a corridor of walkable, visually engaging, and context-sensitive development. The proposed car wash does the opposite. It reinforces an auto-oriented, transient travel-center character, with blank walls, exposed equipment, oversized structures, and prominent illuminated signage. This design conflicts with the Comprehensive Plan's call for high-quality, distinctive corridor development.

C. QuikTrip's failure to comply with previous approvals independently warrants denial under UDO § 5.3.9(C) and (D)[9]

In addition to violation of the UDO sections above, UDO §§ 5.3.9(C) and (D) authorize the City Council to deny applications when an applicant has failed to comply with prior requirements or representations made during public hearings and based on past performance of the applicant.

QuikTrip received approval of its Station 60 Master Plan on March 2, 2022 in Case Number 2021-7004-00. That Master Plan required QuikTrip to build a **pedestrian connection to the High Line Canal**:

[9] UDO § 5.3.9 makes clear that "C. In addition to any criteria listed for approval listed in Section 5.4 of this UDO, any permit or approval under this UDO may denied to an applicant who:
. . . 3. ***Is not in compliance with representations made at public hearing or conditions regarding previous City approvals that have been granted to the applicant for any matter."*** *and* "D. The City is authorized to consider the past performance of the applicant in complying with City laws, regulations, and approvals. . . . ***The City Council may deny an application based on past performance of the applicant."***
The Code goes on to provide examples of past performance that may justify denying an application, including:

> "1. Evidence of false or misleading statements in application materials or public hearings;
> 2. Evidence of bad faith in interactions with the public, property owners, stakeholders, or City staff or appointed or elected officials;
> 3. Evidence of failure to construct projects previously approved by the City in accordance with the terms and conditions of approval."



Almost four years later, QuikTrip does not appear to have made any progress delivering on that promise. To my knowledge, it has not even submitted a design for these improvements to the City. All the while, the crossing in place remains unsafe for pedestrians in the area while they wait for QuikTrip's improvements. Under UDO § 5.3.9(C) and (D), the City should deny the Applications unless and until QuikTrip delivers on the promises it made in its prior City approvals.

Conclusion

The Applications do not comply with the City's code. The City Council should reverse the Planning Commission's approval and deny the Applications based on UDO violations, a lack of consistency with the Comprehensive Plan, and unmet promises of the Applicant. Approval would undermine Aurora's fiscal resilience, environmental stewardship, and commitment to locally driven economic development.

For these reasons, I respectfully request the Council to reverse the Planning and Zoning Commission's decision to approve the Applications and deny those Applications at Monday's hearing.

Sincerely,

Emilie Baratta

Founder/Operator, Gleam Car Wash

ENCLOSURES: (1) PowerPoint; (2) Letter re: Water Usage; (3) Previous Letters in Opposition to Applications; (4) City Comments on Applications; (5) Gleam & Neighbors Appeal re Planning Commission Vote

The QT Bubble Bath Conditional Use Permit Approval Criteria Not Met

Bubble Bath - Colfax Avenue - Final Hearing

Multiple unresolved code violations identified by staff and not resolved by the applicant.

The site plan does not meet UDO established standards or Master Plan requirements. Additionally the applicant has made no attempts to mitigate negative impacts to surrounding properties.

The application is not appropriate for the property.

A Conditional use is not a use by right.

These are code-based violations (not opinion).

Pattern of noncompliance and deflection in the comment responses.

Aurora standards have not been met.

Specific Direct Code (Law) Violations

1. UDO 146 4.6.7.B.4 Drive Through Stacking - The site plan has drive up service window along Colfax frontage. This was noted in the pre app comments but ignored.
2. UDO 146 2.4.3.D.2.A Required: public plaza, clearly visible, at least 400 S.F. However: QT patio is 225 S.F. This is not 400 SF. Furthermore, it does not address pedestrian access or connectivity as required.
3. UDO 146 4.2.2 Table 2-3 MU-C (5) 40’ Tower designed. 38’ max. Note (5) Applies to general structures an affordable housing. The property abuts newly constructed affordable housing. Height is 40’ not 38’.
4. UDO 146 4.8.5.B.2 Horizontal articulation - Planning comment repeated 4 times. QT refuses to address. The master plan also has guidelines that were not met.
5. UDO 146 4.4.8 Neighborhood protection - Tunnel noise pointed at residential, no sound attenuation or buffer.
6. Because of these previous five violations the application does not meet the criteria of city code section: 146-5.4.3.A.3 Development Application and
7. 146-5.4.3.B.2.C Criteria for Approval

“If there are conflicts in the Code, UDO,or the Master Plan, the more restrictive standard shall apply.”

1. Drive Through Service on Colfax Frontage

Configuration conflicts with Aurora standards

Relabeling a facade does not resolve the violation



4.6.7. DRIVE-THROUGH STACKING AREAS.

Required Drive-Through Stacking Spaces		
Drive-Through Activity	**Minimum Required Stacking Spaces (per lane)**	**Measured from Flow Line To**

B. *Size and Location.*

1. Vehicle stacking spaces shall be a minimum of 8.5 feet in width and 19 feet in length.

2. Required vehicle stacking spaces shall not interfere with access to parking spaces. They may be located anywhere on the site provided that multi-modal traffic impacts on- and off-site are minimized and the location does not create negative impacts on adjacent properties due to noise, light, or other factors.

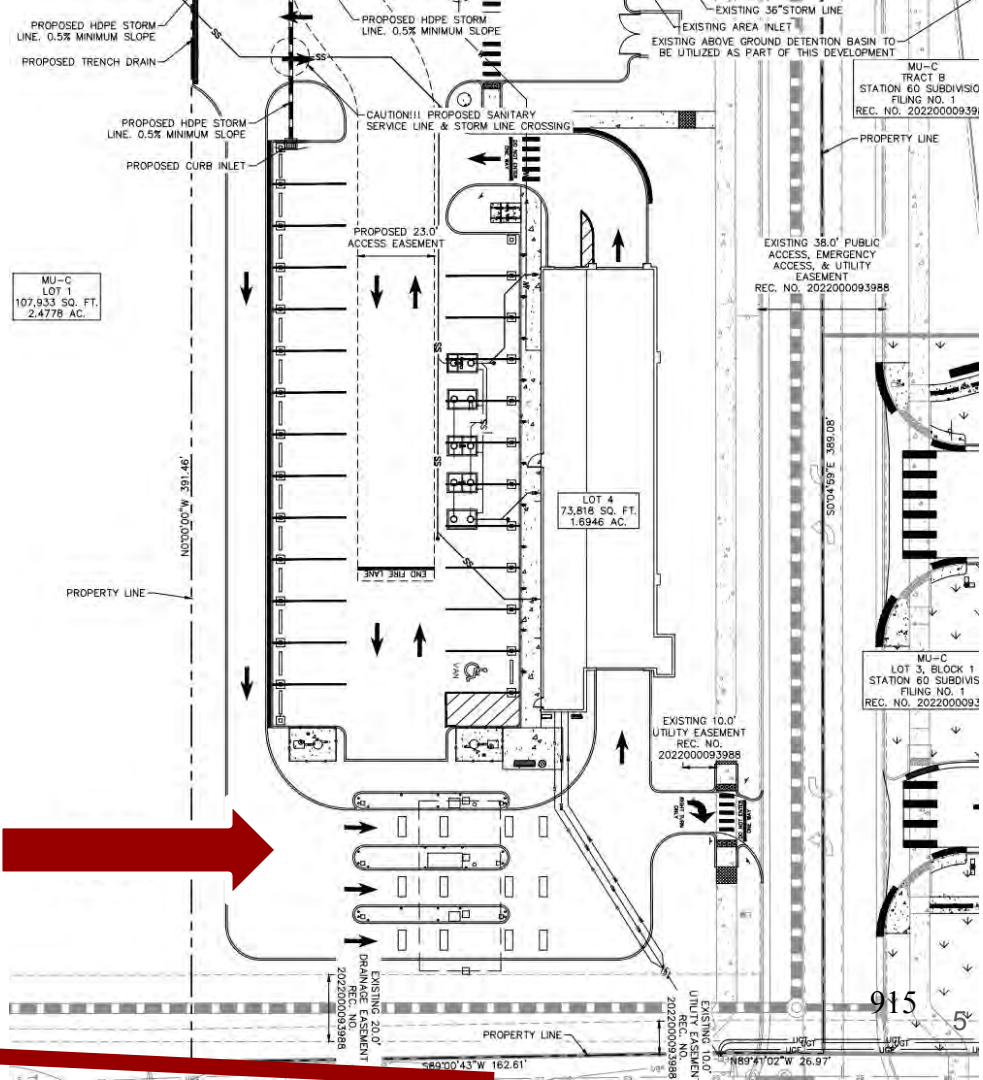
3. Electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall not be audible beyond the property line with any adjacent Residential district.

4. Customers in vehicles shall only be served through service windows or order stations located on the rear of the building or on a side of the building not adjacent to a street frontage.

5. In the MU-TOD Edge subdistrict and the MU-OA-G subdistrict, no drive-through lane or vehicle stacking area may extend between the front of the building and the front lot line.

914





Service Window, Order Station adjacent to frontage

Colfax Frontage

2. Required Public Plaza

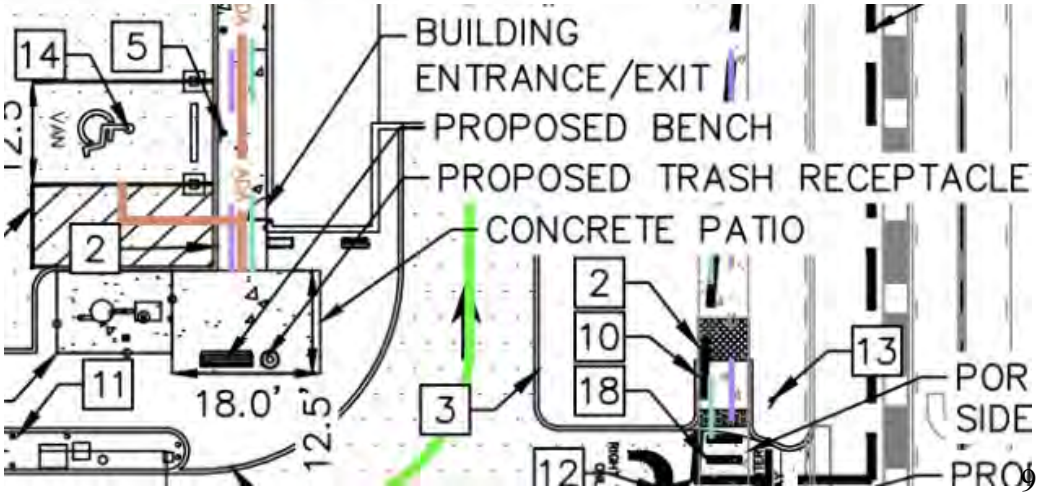
QT fuel station has a plaza, it is 600+ away behind a building. Not convenient or efficient.

2.4.3. MIXED-USE -- CORRIDOR DISTRICT (MU-C).

D. 2. *Additional Standards for Subarea C.* In Subarea C, the following elements shall be incorporated into each development, unless the element is already included in an adjacent development in the same MU-C zone district and residents and patrons of the proposed development will have convenient and efficient access to those elements:

a. At least one public plaza or outdoor meeting area clearly visible from an adjacent street and containing at least 400 square feet of plaza or meeting area.

QT Bubble Bath has designed a 225 s.f. patio with a bench. Not a meeting area, not accessible or visible.

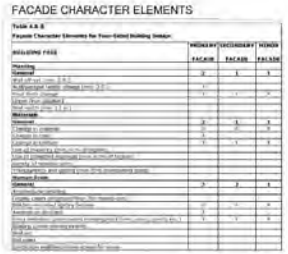


Planning repeatedly requested this and even offered examples. QT told them it would be a pedestrian passage, then ignored them, then added a bench and a trash can.

3. Facade & Design Standards Unresolved

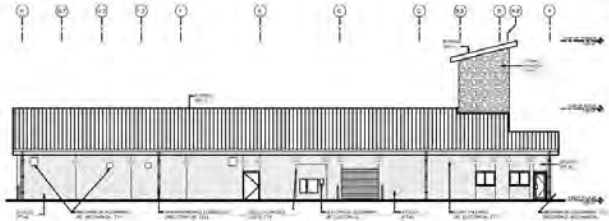
Repeated Comment: 4 times. Planning even used different language and referenced the code.

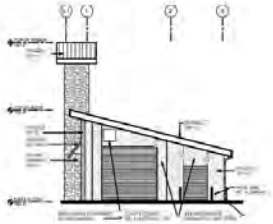
The Station 60 Master Plan specifically provides guidance. Tab 12, pg 14,15. Building design, articulation shall continue on ALL SIDES. And more. QuikTrip has refused to













Kimley»Horn

DESIGNED BY: AJ
DRAWN BY: AJ
CHECKED BY: EJS
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
EXTERIOR ELEVATIONS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn

PROJECT NO.
096888060

SHEET
09

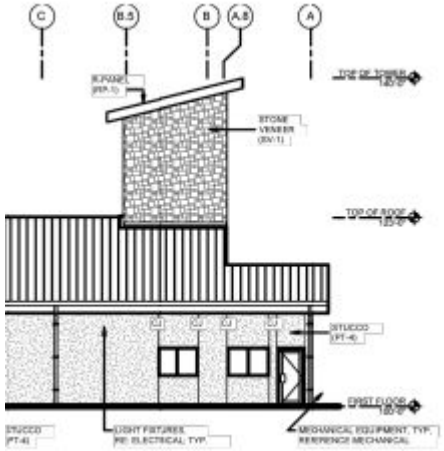
4.2.2. GENERAL DIMENSIONAL STANDARDS SUMMARY TABLES.

Table 4.2-3
Summary of Mixed-Use Districts Dimensional Standards

See additional standards in Section 146-2.4 (Mixed-Use Districts)

Zone District	MU-N	MU-OI	MU-C	MU-OA	MU-FB	MU-TOD	MU-R	MU-A
Within 75 feet of R-1 or R-2 district [5]	38 ft. max.	38 ft. max.	38 ft. max.	See Table 2.4-5	38 ft. max.	48 ft. max.	38 ft. max.	38 ft. max.

[5] Applies to general structures and to affordable housing structures.





Conclusion

- These are fundamental site and design failures
- Conditional Use Permit criteria are not satisfied
- Planning’s approval findings cannot be supported

October 27, 2025

Aurora City Council
Aurora Water Engineering Division
City of Aurora, Colorado

Subject: Water Use and Reclamation Efficiency at the Proposed Bubble Bath Car Wash

Dear Council Members and Aurora Water Staff,

I am writing to provide additional technical perspective regarding the proposed "Bubble Bath" car wash associated with the QuikTrip Station 60 development. While Aurora Water appropriately requires that conveyor car washes reclaim at least 75% of their water use, this standard is frequently misunderstood in practice. The issue is not whether reclaim systems exist, but how effectively reclaimed water is deployed and how total site water efficiency is measured.

All modern conveyor car washes—including Bubble Bath—capture nearly 100% of tunnel runoff through reclaim pits. The question is how much of that water is truly reused in the wash process, and how efficiently it is managed relative to fresh water inputs and reverse osmosis (RO) waste.

The proposed Bubble Bath car wash design includes a relatively small reclaim system rated at approximately 100–120 gallons per minute (GPM) and notably lacks sand filtration. The system uses two to three high-pressure pumps, each capable of pumping up to 35 GPM, which means it will operate at or near maximum hydraulic capacity. Although reclaim water can be reused for brush lubrication and certain low-pressure wash functions, overall performance depends on operator settings, water chemistry, and equipment calibration.

When car washes report using "14–17 gallons per car," that figure generally reflects freshwater use only, measured during "gate time" — the active period that chemical and rinse applications are applied to each vehicle. In modern systems, chemical distribution panels control this flow. Each panel typically serves multiple applicators, using between 5–10 GPM per board, with most new tunnels using two such panels. Similarly, rinse bars range from single-hole configurations (2–4 GPM) to double-hole versions (4–7 GPM), further affecting total water use.

Even when a reclaim system performs optimally, the "75% reuse" calculation is often limited to tunnel recirculation. For example, a wash may use approximately:
- 14 gallons of fresh water for chemical dilution,
- 6 gallons of fresh water for rinsing, and

- 105 gallons of recycled reclaim water.

On paper, that equates to roughly 80% reclaimed use, satisfying code requirements. However, this figure does not account for one of the most water-intensive components of the operation — the reverse osmosis (RO) system used for spot-free rinse.

The Bubble Bath car wash design includes a 500-gallon RO unit intended to produce low-mineral "spot-free" water. Given Aurora's incoming water hardness of 11–14 grains, this system will generate approximately 400 gallons of reject (waste) water for every 200 gallons of usable RO product water. This reject stream, containing all the dissolved solids removed from the feed, is not reclaimed or reused, but discharged to the sanitary system.

When RO reject is included in the total site water balance, the effective recovery rate drops well below 75%. The result is a facility that appears compliant by design but in practice consumes substantially more potable water than its reported efficiency suggests.

As Aurora continues to strengthen its water conservation policies, it is important that new developments—particularly high-volume water users like car washes—be evaluated based on true total-site water efficiency, not just theoretical reclaim performance. In this instance, the design and configuration of the proposed Bubble Bath Car Wash raise serious concerns regarding actual water use, operational sustainability, and long-term compliance with the spirit of Aurora's water management goals.

Thank you for your attention to this matter and for your ongoing commitment to responsible water stewardship. I would welcome the opportunity to discuss these findings further with Aurora Water staff or any interested Council member.

Respectfully submitted,

Elijah Williams

Thursday, January 8, 2026 at 9:13:04 PM Mountain Standard Time

---

Subject:	Another new car wash? Really?
Date:	Monday, November 17, 2025 at 12:27:48 PM Mountain Standard Time
From:	Michael A. Wolff
To:	mcoffman@auroragov.org, rsundber@auroragov.org, fbergan@auroragov.org, cmurillo@auroragov.org, rlmedina@auroragov.org, shancock@auroragov.org, alawson@auroragov.org, acoombs@auroragov.org, cgardner@auroragov.org, djurinsk@auroragov.org, akassaw@auroragov.org, jbatchel@auroragov.org
CC:	Emilie Baratta
Attachments:	image001.gif, image002.png

Dear Mayor Coffman, Council and Staff:

Before you read this, or "file it," I would like to respectfully ask that you travel along Colfax – especially where it meets I-70 toward the east. We really *do not need* more construction there at this time.

I am writing to respectfully request that you exercise your authority under Aurora Municipal Code UDO §146-5.3.11 to call up the Conditional Use approval granted by the Planning Commission for the proposed Quick Trip "Bubble Bath" Car Wash (Project #1800993) at Station 60. I further ask that you vote to remand or, preferably, reverse the Planning Commission's decision.

We're proponents of a local business – we're located on Jasper – and we just found out about this new proposed use and we do not like it and do not support it, for reasons both personal and procedural.

Personal: no one in the neighborhood was aware of what QuikTrip was planning; we do not want yet another car wash in our immediate area! We have six, including a new one approved just a few years ago! Yet another car wash would **waste water**, waste land, **stress local businesses** and is just unnecessary. Is this not what a "conditional use" is for – to determine whether something is the right use at the right time? This is NOT the right use and NOT the right time.

Procedural: it's our understanding that there were errors and violations including in this process including:

1. Code Violations and Procedural Errors:

Failure to Hold a Required Neighborhood Meeting
Aurora Municipal Code §5.3.1 requires the Planning Director to hold a First Review Neighborhood Meeting if an application raises potential unanticipated impacts on the surrounding area. A large conveyor tunnel car wash at this location clearly meets that threshold, given the **likely impacts on traffic**, local businesses, water consumption, and neighborhood character. (I live in Deer Trail,

and have to get on Colfax to get to work – there is no alternate route for me.)

2. Code Violations and Procedural Errors: Noncompliance with Design Standards

The proposed car wash design fails to meet several requirements of Chapter 146 – it's ugly, in short. But these elements directly contradict the City's design intent for neighborhood-compatible development and further justify reversal. Rather than get into the weeds, you can look at Gleam Car Wash and look at any Quick Trip and see a dramatic difference – required by code – in articulation.

3. Policy and Planning Considerations

Conditional uses exist precisely so the City can determine whether a given use is appropriate for a particular neighborhood at a particular time. This project is not.

According to Aurora Places, the City's Comprehensive Plan, development should "emphasize the importance of creating and improving the variety and types of places throughout the city." The Colfax corridor between I-225 and Airport Boulevard is already oversaturated with car washes—at least six within walking distance of the proposed site. The International Car Wash Association recommends 2–3 miles of separation between conveyor washes; the nearest existing tunnel wash is less than half a mile away.

Conditional uses should answer the question "is this use right for this neighborhood at this time?" Why else would a conditional use expire after one year but to recognize that neighborhoods and communities need change, that needs can change fast, and that government should have a say in directing this growth.

This project adds no public benefit, worsens water waste, and undermines the City's stated goals for balanced, sustainable land use.

4. Economic and Community Impact

Enough with the gas stations and car washes too close to each other. Just enough.

Request for Action

Given the procedural errors, noncompliance with design standards, oversaturation of similar uses, and the disproportionate economic and community impact, I respectfully ask that you:

1. Call up the Planning Commission's conditional use approval (Project #1800993).

2. Vote to remand for proper neighborhood engagement—or ideally,
3. Reverse the approval outright.

Aurora has an opportunity here to uphold the intent of its code, protect small businesses, and guide responsible growth along Colfax.

Michael A. Wolff
Operations Manager
Black Diamond Radio
Mobile 850.797.7837



Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

I am writing this letter of support on behalf of my constituent Emilie Barrata, a local small business owner of Gleam Car Wash. Gleam Car Wash is an innovative and first in the nation sustainable car wash. Ms. Burrata owns two car wash locations in Denver and Aurora, employing 40 individuals. With a state of the art water reclaim system, Ms. Burrata's car washes are able to use less than 15 gallons of water per car wash, and reclaim 100% of the water utilized. Her commitment to sustainability and local job creation makes Gleam Car Wash a valuable asset to our community and a model for environmentally responsible business practices.

I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

Gubrud, Stephen

From: Jennifer Strotman <[redacted]>
Sent: Monday, October 20, 2025 9:22 AM
To: Sundberg, Steve
Cc: Gubrud, Stephen
Subject: Re: Station 60 Car Wash Project # 1800993

Follow Up Flag: Follow up
Flag Status: Flagged

This Message Is From an External Sender
Report Suspicious
This message came from outside your organization.

The apartment complex promised a dog park, and promised Norfolk Glen access to it. They built a fenced 30x30 gravel pit and threaten anyone who walks in their "property" with trespassing charges. They don't even like us going to them with issues like dogs being loose or tired up on porches, trash, fireworks, etc. They also promised the access point to the High Line Canal at Norfolk St. Ugh. That's a whole separate matter.

Would the planning commission take into account the other car washes in the area? I highly doubt 3 are needed in less than 1 mile. Do you know when the public notice was posted? I never saw signage and I walk past the parcel daily. If the meeting has not happened yet, I'd like to voice my concern and also hear from the folks proposing this. As you know, that whole area is a disaster, and QuickTrip does literally zero management of their property. The street light at Norfolk & Colfax was hit by a car almost a year ago, still hasn't been replaced and the city & Xcel can't do anything about it because the property (lights included) are still under QuickTrip management. There have been multiple accidents at Norfolk & Colfax due to the lack of light, and poor line of sight due to all the construction. The footpad for the light is exposed, wires included, and again, no one can do anything about it. There's trash, weeds, etc all over that vacant lot.

On a separate note, is there any need for a community rep for the new shelter project? I work a lot with the shelter, and I'd like to volunteer if there's anything I can help with.

Thanks again for chatting with me!

On Oct 20, 2025, at 8:58 AM, Sundberg, Steve <Steve.Sundberg@auroragov.org> wrote:

Hi Jennifer,

Thank you for reaching out and sharing your thoughts. I appreciate your engagement and concern for how our community grows.

You're absolutely right that we will eventually need a fourth police district station, and current planning suggests it will likely be located a bit further northeast to best serve the expanding area. The first key factor, however, is staffing. In 2021—before I joined City Council—the department lost 126 officers, and the losses continued for a couple of years due to temporary and ineffective leadership. Fortunately, under our new permanent Police Chief, who has been on the job for just over a year, we're finally seeing solid gains. If this trend continues, we should reach full authorized staffing (748 officers) by the end of 2026. Ideally, we need around 808 officers to meet the national best-practice ratio of two officers per thousand residents. Currently, we have about 670.

As for the car wash project, I understand your concern. There are indeed a lot of them in certain areas. However, it's important to note that City Council doesn't decide which specific types of businesses locate where—that's largely determined by the free market. Our role is to ensure zoning and development meet code and community standards, but business competition and market demand ultimately drive what gets built.

A good example is Dutch Bros Coffee near Buckley and Iliff. There were already coffee options nearby, yet the market proved strong enough for another—now it's thriving. That's the nature of an open, competitive marketplace.

That said, I'm in communication with the Quick Trip representatives to better understand their plans and whether they truly see this as a viable addition. While it's not the role of Council to deny one business in hopes another type will come along, I do try to keep character and safety of each area in mind when we review proposals.

I do love dog parks and I think they are a great way to bring community together. This, however, is private land and they lively need a return on their investment. The new dog parks we are seeing, are coming from new neighborhoods and private development, such as Painted Prairie, Windler, Horizon Uptown, etc. Perhaps the apartment complex there could have built a small dog park, but maybe thought the eventual Highline Canal access would take care of the recreational component. Dog parks do come with

solid resistance at times from neighbors who think the noise levels might be too disturbing.

As someone who's been a small business owner for decades, I have a real heart for the "little guy" and understand how competition can feel daunting. I'll continue to advocate for thoughtful, balanced growth and open communication as our city continues to expand.

Thank you again for sharing your perspective—it truly helps inform the conversation.

Warm regards,

Steve Sundberg

Aurora City Council – Ward II | Mayor Pro Tem

Office 303.739.7015
Cell 303.525.6659

From: Jennifer Strotman <s[redacted]>
Sent: Sunday, October 19, 2025 9:44:43 AM
To: Sundberg, Steve <Steve.Sundberg@auroragov.org>
Cc: Gubrud, Stephen <sgubrud@auroragov.org>
Subject: Station 60 Car Wash Project # 1800993

Hello Steve,

I was recently looking around on the planning site and came across the proposed project 1800993 for yet another car wash in my immediate community.

There are already two car washes in this area; one at Colfax & Airport, and another at Laredo & Colfax. This proposed car wash would be the third in 1 mile, which is a bit ridiculous. Neither of the two car washes are ever busy, and a third would be a drain on those two businesses, and the water demand would also increase.

Ideally, I'd LOVE to see a Police Station, dog park, or even a coffee shop in this location. The last thing our community needs is another car wash. I have talked with a few other neighbors and they feel the same way, and they all would love a Police Station, as we don't have one near us and we are in desperate need of some police presence in our growing area.

Let me know what we can do to get something useful in our community at this location.

Best,
Jennifer Strotman
[redacted]

Matt Ball
Senate District 31
State Senator
200 E. Colfax Avenue
Denver, Colorado 80203
Capitol: (303) 866-4861

COMMITTEES
Judiciary
State, Veterans, and Military Affairs
Statutory Revision Committee

October 21st , 2025

Dear Mayor Mike Coffman, and Aurora City Council Members,

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I have become aware of a proposal to bring a new private-equity owned Bubble Bath Car Wash less than a mile away from the Gleam Car Wash location in Aurora. This would be the sixth car wash added to this 2 mile stretch of E. Colfax. There is plenty of competitive business already in the car wash market in this area, and placing the new car wash so near to Gleam Car Wash would be detrimental – potentially leading to bankruptcy of the business and job losses.

Not only would this harm Gleam Car Wash economically, it would utilize a gross amount of Aurora's water resources. Our state needs more sustainable car washes that limit water usage, not another privately owned car wash that will utilize 50 to 100 gallons of water per vehicle. Aurora has become a leader across our state in conserving its water usage, slashing its usage by 36% since 2000. I believe the city should lead in bringing in businesses that are environmentally friendly and work to meet our state's 2050 Colorado Water Plan goals, not the goals of private investors.

The current project proposal has the potential to support other much-needed initiatives, such as the development of additional housing. As an advocate for affordable housing, I know how critical the demand for more housing is in our state. Regardless of how Aurora ultimately decides to use this land, approving a new car wash would represent a missed opportunity to address more pressing community needs.

I encourage you all to oppose the proposed private-equity backed car wash, as this would cause Gleam Car Wash to lose customers and potentially push them into closure. Please support this sustainable small business and utilize this land for a project that will be much more beneficial for the community.

Sincerely,

Matt Ball

Colorado State Senator, Senate District 31

To Mayor Coffman, City Councilman Sundberg (our Ward II representative) and all of Council:

I am writing today to strongly oppose the proposed tunnel car wash – Bubble Bath, owned by QuickTrip – on the corner of Airport and E. Colfax.

I co-own Academy Roofing here in Denver. We are long-term Aurora citizens and we have proudly located our business on Jasper, just off Colfax between Chambers and Airport, for decades. We have seen a lot of change, and not all for the good. Therefore, we were thrilled when Emilie Baratta came in, redeveloping four blighted empty acres fronting Colfax that were plagued with trash and vagrants. We were very happy when Gleam Car Wash opened, occupying about 1.3 of those acres, and delighted to hear that the City was working with Mercy Housing to put in place high-quality affordable housing on the remainder of the parcels.

We welcomed Gleam's arrival a couple years ago because it was a positive investment in our stretch of E. Colfax. I personally have been involved in many efforts to improve and clean up the area and I know how hard it is.

I would be deeply disappointed if the City approves Bubble Bath's conditional use permit. It seems to me we don't need two businesses that are exactly the same that close to each other. Plus, it would be a tremendous waste of water to what? Offer a totally redundant service?

Please deny this conditional use permit, protect a local business, conserve water and look to better E. Colfax in innovative and productive ways.

Sincerely,

Suzie Boyd
Academy Roofing

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

7/25/2024

Jeremy Weber
Evergreen Devco, Inc.
2390 E Camelback Road Ste 410
Phoenix, AZ 85016

Re: **Initial Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Weber:

Thank you for your initial submission, which we started to process on July 5th, 2024. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before August 12th, 2024.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner I
City of Aurora Planning Department

cc: Juan Rodriguez, Lique Engineers, LLC
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev1

Initial Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Document Completeness and Organization.
- Adherence to Open Space and Landscaping Requirements.
- Inclusion of Traffic Signage and Proper Access Spacing.
- Implementation of Horizontal Articulation on Building Elevations.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. Two external referral comments were received from Xcel Energy and Buckley Space Force Base. You can find the comment letters attached following the City review comments.

1C. At this time, the application fee has been paid, therefore there are not any additional planning fees due at this time.

2. General Planning Comments

Cover Sheet

2A. This cover sheet needs some re-organization to ensure all items are present and legible. Please update the following:
a.) Move the Vicinity map up, closer to the project title.
b.) Increase the size of the amendment block (needs to be large enough to contain the amendment description). Relocate to the bottom 1/2 of the sheet, wherever convenient.
c.) Increase the size of required notes, should fill the rightmost 1/3 of this sheet up to approx. the top of this text box.
d.) Slight increase in the size of the signature block. Move up on the sheet to the maximum extent practicable. Data and amendment blocks will need to be moved.
e.) Relocate the data block to the area below the vicinity map/signature block.
f.) Slight reduction in the size of the sheet index. Relocate to the area under the vicinity map/signature block.
g.) Move the Logo to the remaining empty space, ideally in corners/sheet edges, not the center of the sheet.

2B. Title should read (all in bold lettering): **Bubble Bath Car Wash - Site Plan**

2C. Please fix the corrupted text.

2D. Please add required and provided bicycle parking counts to the data block.

2E. The notes should be much larger and need to be legible on an 11x17 printed copy. Please see the previous comment regarding the cover sheet layout.

2F. To avoid future amendment processes please include approximate signage data and show the location on the site plan.

2G. All sheets must be resized to 36 x 24.

2H. The overall project submittal should include a detailed operations plan that addresses concerns about noise from the vacuums, trash collection, any environmental issues associated with the water runoff or chemicals, hours of operation, peak hour employee counts, etc.

Sheet 2

2I. For all adjacent properties please indicate the applicable zone district (in this case all should be labeled MU-C).

2J. I am unable to find the referenced detail for these enclosures. Planning would expect the equipment to be fully enclosed to aid with noise mitigation. Please add these details.

2K. Please do not show the building interior/ floor plan on this sheet.

3. Streets and Pedestrian Comments

3A. Per the pre-app notes a plaza, courtyard, or open-space area is required for developments within this zone district. Please indicate the location of this feature on subsequent submittals. This area is generally oriented around a main or employee entry area and includes seating, pedestrian scale lighting, and enhanced landscaping features. The minimum dimension for this feature is generally 12 feet and should contain 300-400 sf of useable space.

3B. For any features included in the plaza area such as bench seating, trash receptacles, etc. please include a detail within the site details section of the site plan document.

4. Parking Comments

4A. Please dimension all parking spaces and ensure that they comply with requirements. ADA van space(s) appear to be currently out of compliance.

5. Architecture and Urban Design Comments

5A. UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please either modify the elevations to implement such an articulation method or indicate which features are intended to fulfill the said requirement. I think the addition of some vertical columns can help tremendously as well, especially if they are the same stone as the main parapet tower. Something is needed for the side, long elevations.

5B. Architectural materials and overall design to conform to the Commercial and Residential Design section of the Station 60 Master Plan.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

Cover Sheet

6A. PDF printing issues.

Sheet 7

6B. Remove indicated items.

6C. Please indicate what landscaping feature(s) is/are present here.

6D. Show the property line thicker and as a traditional line type. That is a long dash and two short dashes.

6E. Provide more than 3 shrub species on this landscape plan. The shrub rose while listed isn't being specified anywhere and so there is only Russian Sage and Mugo Pine.

6F. Why is this listed, but not being use?

6G. Mugo pines are not considered a buffer plant. They take too many years to grow before they will provide any screening or buffering.

6H. Please insert the required counts as indicated in the Landscape Ordinance Compliance section.

6I. Confirm: 391? or something less, (driveways and curb cuts).

6J. Driveways/curb cuts can be subtracted.

6K. SH is not in the plant schedule.

6L. Perennials may be used as accents but may not be used to satisfy the parking lot landscape requirement. Six shrubs are required. Do not use all mugo pine given their eventual size. Update all parking lot islands.

6M. Shift this to satisfy the parking lot end island and buffer tree requirement.

6N. There is both a perennial and shrub version. Perennials don't typically come in 5 gallons.

6O. No, this area has not been accounted for on the ISP. Provide landscaping.

6P. Turn the label off.

6Q. Please be advised. While a nice ornamental tree, these typically do not perform well here.

6R. See the review comment on this sheet.

6S. Do not include the interior of the building. Only include a darker building outline.

6T. This is the incorrect building perimeter landscape requirements. This is for a townhome or multifamily building. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative.

6U. Sod is not permitted in parking lot islands. This should be 6 shrubs.
6V. All parking rows are to terminate with a tree. The site is over-parked and therefore make adjustments to the parking to provide the required parking lot island tree.
6W. Dimension and label the street frontage buffers.
6X. Arrow locations need to be adjusted.
6Y. Only use deciduous canopy trees in the parking lot islands.
6Z. Verify whether the landscaping for the abutting streets/private drives is to be installed, maintained, and irrigated by the car wash or if it will be the master developer. If this is done by the car wash, then do not show it grayed back. Include the plant callouts, update the plant schedule, and include the landscaping as proposed by the previously approved Infrastructure Site Plan. Do not include the reference notes to the previous Infrastructure Site Plan IF the car wash applicant is responsible for it.
6AA. Typo: Tahoma
6BB. Relocate the flagpole. Conflict with parking lot island tree.
6CC. Turn off the elevation information.
6DD. Darken the sidewalk edges...all sidewalks.
6EE. Add this note if the landscaping is to be installed by the master developer. Refer to CN#2021-6057-00, Station 60 Infrastructure Site Plan.
6FF. These areas that were previously designed and to be installed by the master developer should read differently and not be the same layer/pen color as the mulches, ground plane treatment, etc. as the proposed landscaping. They read too similarly.
6GG. Update this note to state the following if the landscaping is to be installed by the master developer: Refer to CN#2021-6057-00, Station 60 Infrastructure Site Plan.
6HH. Label as private streets.
6II. Label the retaining walls.
6JJ. 6' HT.
6KK. Please separate grasses and perennials from the shrubs.
6LL. Update the table to include the provided quantities.
6MM. Remove this portion of the note.
6NN. See miscellaneous comments from landscaping.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

7. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)
Sheet 1
7A. Please add the following note: "The Infrastructure Site Plan (ISP) and civil plans for the associated infrastructure must be approved before the issuance of building permits. The construction shown on the civil plans for the ISP for associated infrastructure must be initially accepted by the City prior to the issuance of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) per the approved Public Improvement Plan."
7B. Add note #4; "The applicant must comply with all applicable requirements of the Americans with Disabilities Act."
Sheet 2
7C. Remove the stamp from the site plan, TYP.
7D. What is this connecting to? If tying into a different site, please add the site plan case number.
7E. Existing or proposed? Please differentiate, TYP. Please add the ISP case number.
7F. Provide a receiving ramp.
7G. Provide curb ramp, TYP.
7H. Proposed ...(dimension).
7I. The fire lane radii should meet the requirements in Section 4.07.1.01 in the Roadway Manual.
7J. Label/dimension all existing and proposed easements.
7K. Is there scoring or hatch? If it is a scoring, please remove scoring on ramp, TYP.

Sheet 3

7L. Please revise the slope per section 4.07.9 of the 2023 COA Roadway Design Manual.
7M. Show and label proposed easements.
7N. Provide access drive slope to the street.
7O. max 4% slope required for access drive sloping down to the street.
7P. Provide/define pavement material.
7Q. Please add the following note: "Detailed layout and design for proposed curb ramps within the right-of-way or along an accessible route will be completed with the civil plans."
7R. Please add the following note: "The maximum cross slope in an accessible path shall not exceed two percent. The maximum longitudinal slope in an accessible path shall not exceed five percent."
7S. Show proposed grades tying into existing.
7T. Provide the max height or height range for the proposed retaining wall. Provide a typical section for the wall. Any retaining walls over 30" require railing.
7U. Advisory note: Please review section 4.02.7.03.3.1 regarding when structural calcs are required. Structural calcs, if applicable, will be required with the first submittal of the civil plans.
7V. Provide a typical section for the retaining walls.

Sheet 9

7W. Remove all the copyright notes, TYP.

Sheets 11 & 12

7X. Please remove the indicated details.

Sheet 13

7Y. Advisory note: A Photometry plan will be required for all private streets per section 2.13 of the 2023 COA Roadway Design Manual with the civil plan.

8. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)

Sheet 2

8A. Label type of intersection. Example (Full movement, Right in Right out, Three quarters.)
8B. Label Sight triangles.
8C. Include required stop signs where indicated.
8D. Access spacing is 150'. This is to close this intersection. The access should line up with the QuikTrip to the east access.
8E. Sidewalk connection here. This reduces the pedestrian tip by 250'.
8F. This doesn't meet van-accessible spacing.

Sheet 7

8G. Add sight triangles for the accesses.
8H. ADD NOTE: All proposed landscaping within the sight triangle shall comply with COA Roadway Specifications, Section 4.04.2.10.
8I. This looks to get 3-4 feet tall and looks like it could be in the sight triangle. Plants should be 2' or less in the sight triangle.
8J. Trees need to be 50' from stop signs.

Traffic Letter

Sheet 2

8K. It is only called Exhibit in the appendix this will need to match.

Sheet 3

8L. This is for a gas station, and we have civil plans for this development, and it is on the east side of the private drive. What space is this taking development taking? These trips will need to stay.
8M. We will want to see AM Peak hour and Daily trips. I know ITE only has generation for PM peak hour. List assumptions on how AM and daily were created. Look at ITE code 947 to base some of the assumptions off of.
8N. Will need to do a vehicle queuing evaluation based on car wash operations. Either do queuing observations at 3 other locations or provide a study that evaluated queuing for car washes. Does the site have enough storage to store all vehicles that are queued up for a car wash?

Sheet 6

8O. Report list this as Exhibit A. Terminology needs to match between the report and the appendix.

9. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)

Cover Sheet

9A. Add the following items to the DATA BLOCK: - Construction Type- Building Use Group- Van Accessible Parking Spaces Required- Van Accessible Parking Spaces Provided

Sheet 2

9B. Using a heavy dashed delineation and label show the exterior accessible route of travel throughout the site plan to accessible parking and accessible passenger loading zones. 60% of the required building entrances. Indicate all entrances and required exits on the plan. Curb ramps at street crossings and accessible parking space access aisles connect to adjacent sidewalks. Provide marked crosswalks in all areas where the accessible route crosses a drive aisle. Show and label the location of accessible units required by IBC Chapter 11 and the revised 2003 HB-1221 to be part of the exterior accessible route.

9C. Delineate and add the Accessible Route to the Legend, Site Plan, and Photometric Plan.

Sheet 4

9D. Show and label the width of all fire lane easements by dedication.

9E. The Utility Plan must show the water lines (to include sizes): Mains in the street. Lines through the interior of the property. Fire hydrants are proposed and existing.

9F. Maximum allowable travel distance for fire apparatus without a turn-around (150 ft).

Sheet 9

9G. Show the location of the building Knox Box in the Legend and on the Elevation drawings.

Sheet 11

9H. Provide a detail for the Accessible Parking spaces, loading area, and ramp to the adjacent sidewalk.

Sheet 13

9I. The photometric plan must show and label the location of the internal site accessible route. Provide a minimum of 1 foot-candle of lighting within the accessible route.

10. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 4

10A. Advisory Comment: Please be aware that your water service line is under a structure.

10B. Please specify that these connections will be wet taps.

10C. These sheets are not within this plan set. Please remove reference.

10D. Any extra fixtures must be downstream of the meter and outside of the easement.

10E. Meters must be within an easement.

10F. Stubs not to be used must be removed and capped at the main.

10G. Please use two 45-degree bends instead of one 90-degree. Include cleanouts at each bend.

11. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)

Cover Sheet

11A. Note required by Real Property: All crossings or encroachments into easements and rights-of-way owned by the City of Aurora ("City") identified as being privately owned and maintained herein are acknowledged by the undersigned as being subject to the City's use and occupancy of said easements or rights-of-way. The undersigned, its successors, and assigns, further agree to remove, repair, replace, relocate, modify, or otherwise adjust said crossings or encroachments upon request from the City and at no expense to the City. The City reserves the right to make full use of the easements and rights-of-way as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any City facilities located within said easements and rights-of-way at any time and in such a manner as it deems necessary or convenient.

11B. Lot 4, Block 1, Station 60 Subdivision Filing No. 2? Situated in the Southeast Quarter of Section 32, Township 3 South, Range 66 West of the 6th p.m., City of Aurora, County of Adams, State of Colorado

11C. Cannot find or create the font "Arial-BoldMT". Some characters may not display or print correctly.

12.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)

12A. See attached comment letter.

13.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)

13A. Buckley Space Force Base has had the opportunity to review the development application for Bubble Bath Car Wash at Station 60- Site Plan and Conditional Use. The installation has no issue with the project and finds it in compliance with AFH 32-7084. Please request the developer follow the attached procedures for crane use during construction (60-day notice before use). Thank you for the opportunity to review this project.

City of Aurora

AuroraGov.org

Xcel Energy℠

PUBLIC SERVICE COMPANY

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

July 12, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60, Case # DA-2274-07

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the site plan and conditional use for **Bubble Bath Car Wash at Station 60**. Please be aware PSCo owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Warning this process can take up to 60 days, no exception

CRANES/BOOM EQUIPMENT Off Airfield

Lawrence Aragon (L.A.), Airfield Manager: 720-847-9731, lawrence.aragon.1@us.af.mil
Pete Mendoza, Asst. Airfield Manager: 720-847-6352, peter.mendoza.2@us.af.mil

Mandatory steps:

- Inform Airfield Management of cranes/booms that will be used during construction. Send map with marked location/address and MAXIMUM tip height of crane/equipment above ground level (see page 2). Airfield Management will send it to GeoBase for the Lat/Long and Elevation. Airfield Management will then in turn send it to our Terminal Procedure Representative for evaluation. This part of the process will general take approx. 5 business days.

- Airfield Management will inform the submitter if a FAA notification is needed IAW UFC 3-260-01 Appendix B Section 1 para. B14-5. The submitter will need to file an electronic form 7460-1 off airport form 30 days prior (14CFR Part 77 states 45 days prior) to start of construction for FAA for determination at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. When FAA sends determination, Airfield Management will need a copy of the PDF document. NOTE: The sooner Airfield Management is notified the more we can help without delaying your construction.

- 72 hours (NLT 24 hours) prior to the crane/boom going up, Airfield Management will need to be contacted. Resend map with location, reemphasize max height of boom/crane, start and end dates, days of week and times it will be erect (see page 2). This will allow Airfield Management to post the NOTAMs for the Pilots in the area.

- Obstruction flags will need to be on top of crane/boom and obstruction lights may be needed if the equipment stays up between sunset and sunrise.

CRANES/BOOM EQUIPMENT On Airfield

Mandatory steps:

- A temporary construction waiver (TCW) will need to be initiated IAW UFC 3-260-01 Appendix B Section 1 para. B1-2.1.4 prior to construction to ensure full routing and approval from the Buckley Garrison Commander before the start; may take 60 days (Mike Mont-Eton will assist with the process).

- Inform the Airfield Manager of cranes/booms that will be used during construction. Send map with marked location/address and MAXIMUM tip height of crane/equipment above ground level (see page 2). Airfield Management will send it to GeoBase for the Lat/Long and Elevation. Airfield Management will then in turn send it to our Terminal Procedure representative for evaluation.

- Airfield Management will inform the submitter if a FAA notification is needed IAW UFC 3-260-01 Appendix B Section 1 para. B14-5. The submitter will need to file an electronic form 7460-1 off airport form 30 days prior (14CFR Part 77 states 45 days prior) to start of construction for FAA for determination at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. When FAA sends determination, Airfield Management will need a copy of the PDF document and must be submitted with TCW Package for approval. NOTE: The sooner Airfield Management is notified the more we can help without delaying your construction.

- 72 hours (NLT 24 hours) prior to the crane/boom going up, Airfield Management will need to be contacted. Resend map with location, reemphasize max height of boom/crane, start and end dates, days of week and times it will be erect (see page 2). This will allow Airfield Management to post the NOTAMs for the Pilots in the area.

- Obstruction flags will need to be on top of crane/boom and obstruction lights may be needed if the equipment stays up between sunset and sunrise.

- If need to drive on the airfield, contact Pete Mendoza at x6352, peter.mendoza.2@us.af.mil

Example of Map in Relation to Runway with Required Data



55ft max height crane/boom
East side Hangar 801
1 June – 31 July 2019
Mon-Fri 7am-5pm

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

10/2/2024

Jeremy Weber
Evergreen Devco, Inc.
2390 E Camelback Road Ste 410
Phoenix, AZ 85016

Re: **Second Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Weber:

Thank you for your second submission, which we started to process on September 12th, 2024. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before October 28th, 2024.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner I
City of Aurora Planning Department

cc: Juan Rodriguez, Lique Engineers, LLC
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev2

Second Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Open Space and Landscaping Requirements.
- Implementation of Horizontal Articulation on Building Elevations.
- Resolution of Sight Triangle Issues.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. One external referral comment was received from Xcel Energy. You can find the comment letter attached following the city review comments.

2. General Planning Comments

Cover Sheet

2A. As a reminder, an operations plan for this location will be required to better understand daily site operations. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

3. Streets and Pedestrian Comments

3A. Applicant has indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify for this unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We will be glad to show you some other recent car wash examples with this space included.

3B. Please include a sidewalk section for Colfax Avenue along the length of the lot frontage.

4. Parking Comments

4A. All previous comments have been addressed, no further comments at this time.

5. Architecture and Urban Design Comments

5A. Repeat comment: UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. Please provide a color/material board (hard copy or electronic) for this development as well.

6. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)

Sheet 7

6A. It looks like a change occurred with the base file. Adjust landscaping accordingly.

6B. Text mask this text.

6C. Provide the correct building perimeter landscape table. The previous submission provided a table that was for a residential use. Per the pre-application notes, the requirement is 1 tree or tree equivalent per 40 linear feet of building face. It is per side of the building and not cumulative. It appears this requirement is being met, but just needs to be documented.

6D. Add a legend to this sheet that identifies the symbols being used for the plant material i.e. shrub, evergreen

shrub, ornamental grass etc., or add the plant symbols to the Plant Schedule.

6E. Add a buffer width (required) and buffer width (provided) to this table for each buffer. 20' is required.

6F. Because the site layout changed in this location between submittals add a note that states that a reduction to 10' in buffer width has been provided for a portion of the buffer where the trash enclosure has been located. The wall around the trash enclosure serves as the approved buffer reduction feature.

6G. Include the striping here.

6H. Turn this dimension off.

6I. Label: 20.

6J. Update the sheet number. It should be "7".

6K. Edit: E. Colfax Avenue.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

7. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)

Sheet 1

7A. ISP for the Norfolk St realignment shall be approved before this Site Plan approval.

Sheet 3

7B. Maximum height is required instead of the approximate.

8. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)

Sheet 2

8A. Update sight triangle. Need to be in the middle of the lane instead of the middle of access. The sight triangle is placed 14.5' back of the flow line.

8B. Sight triangle should be 14.5' off the flow line.

8C. Would be better to extend the curb line to be closer to the trash enclosure so there is not a bunch of open asphalt. If not possible then stripe out on both sides of the enclosure with cross hatch pavement marking so people don't park in the space. 7' is enough space someone might try to park there.

8D. Should be a right-out only. This is less than 150' from Colfax. If there are southbound vehicles queued at Colfax it would be hard to see oncoming traffic.

Sheet 7

8E. Landscaping through the drive.

8F. Call out stop signs.

8G. Update sight triangles based on comments from sheet 2.

8H. This tree can't shift to the west. The tree could block the stop sign if shifted to the west. It could shift to the east a little but the current location will work.

Traffic Letter

Sheet 2

8I. Very minor comments. Round trips to whole numbers. For the table comparison, add AM and Daily trips to the table.

Sheet 3

8J. Round trips to whole vehicles.

Sheet 4

8K. Need to show comparison for Daily, AM, and PM.

9. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)

Sheet 2

9A. The maximum allowable travel distance for fire apparatus without a turn-around of 150 ft. must be identified by a sign (shown above) or markings on the drive aisle.

9B. End Fire Lane.

9C. Label the width of the access easements by dedication on the drawings. (TYP)

Sheet 12

9D. 7' to the bottom of all the signs on one post (unless mounted on a wall).

Sheet 13

9E. The Accessible Route must also terminate into the ADA loading area of the ADA Parking Space.

10. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 4

10A. Advisory Comment: Preliminary Drainage Study must be approved before the site plan can be approved.

10B. Water easement should be 18' wide with 8ft between the meters.

10C. Please correct leader.

10D. Please note that the water recycling system needs to meet requirements from AW Standards and Spec, Appendix E.

11. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)

Generally

11A. Easement dedications are to be submitted to dedicationproperty@auroragov.org. Releases are to be submitted to releaseeasements@auroragov.org.

12.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)

12A. See attached comment letter.

13.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)

13A. No further comments at this time.

City of Aurora
AuroraGov.org

Xcel Energy℠
PUBLIC SERVICE COMPANY
Denver, Colorado 80223
Telephone: **303.571.3306**

Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

September 20, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60 – 2nd referral, Case # DA-2274-07

To reiterate from the first referral, please be aware Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7217
AuroraGov.org

7/18/2025

Andrew Lundberg
Kimley-Horn and Associates, Inc.
2 N Nevada Ave. Ste. 900
Colorado Springs, CO 80903

Re: **Third Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Mr. Lundberg:

Thank you for your third submission, which we started to process on June 24th, 2025. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several important issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before August 4th, 2025.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

Projects that have gone one year without a submission will be considered inactive and require a 25% restart fee to be reactivated. After 18 months of inactivity, projects that are not reactivated will be closed and retired. As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner II
City of Aurora Planning Department

cc: Jeremy Weber, Evergreen Devco, Inc.
Brit Vigil, ODA
Filed: K:\$DA\2200-2299\2274-07rev3

Third Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Adherence to Building Orientation, Open Space, and Landscaping Requirements.
- Inclusion of Architectural Plans with Subsequent Submittal which Address the Pending Repeat Comments.
- Show Full Details for Colfax Avenue Including Adjoining Street Sections and North Half of Colfax ROW.

PLANNING DEPARTMENT COMMENTS

1.Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. No new external comments were received from outside referral agencies. Please refer to the previously provided comment letter from Xcel Energy following city review comments.

2. General Planning Comments

Generally

2A. As a reminder, an operations plan for this use will be required to better understand daily site operations. This is a required item for Conditional Use Permit applications and review. The operations plan should be submitted separately from site plan and should include best estimates of the following: hours of operations, number of employees, employees per shift, number of shifts per day, any services offered outside the typical scope of the car wash use (concessions, etc.), and security measures for the site if applicable. Once this item has been prepared, please submit it along with all other materials during subsequent review submittal.

2B. For subsequent submittals: response to review comments should be submitted in letter format rather than site plan redlines. For any review comments that are advisory or do not require a lengthy response please indicate" acknowledged."

2C. The sheet list/index shows 12 sheets being provided, however only 7 are available in the submitted set. Please include all required plan sheets in subsequent submittal. A full planning review cannot be performed without architectural elevations, please see further comments on architectural plan requirements under section 4 below.

2D. When resubmitting, be sure to submit all necessary plan sheets in the site plan itself, not in the comment response document. Please also label each sheet using the same naming convention provided in the sheet index.

2E. Review and insert the proper sheet number for each plan sheet, currently sheets 3, 4, and 5 are missing page numbers and sheet 7 is improperly labeled as L1.0.

2F. For all applicable sheets, provide a scale in the format of X"=X'.

3. Streets and Pedestrian Comments

3A. **Repeat comment:** Previously the applicant indicated that they would like to utilize a "pedestrian passage" to satisfy the previously noted building orientation requirement. Please indicate the location of this passage and what (if any) pedestrian-oriented enhancements are proposed for the area. Public/private sidewalks would not qualify as meeting this requirement unless directly linking the site to and from a nearby park or open space (i.e. a trail). Plaza/courtyard space is often prescribed as the least impactful method for meeting building orientation standards and would still be the recommendation for this case. We would be glad to provide examples of other recent car washes with this space included.

3B. **Repeat comment:** Please include a sidewalk section for Colfax Avenue along the length of the lot frontage, also label/name all adjacent ROW.

4. Architecture and Urban Design Comments

4A. **Repeat comment:** UDO section 146-4.8.5.B.2 describes the horizontal articulation methods required for each 50 linear feet of building facade (fronting a public or private road). As currently presented it does not

appear this facade meets the prescribed standard. Please review https://aurora.municipal.codes/UDO/146-4.8.5.B (table 4.8-3) and indicate which method for horizontal articulation is being implemented on the eastern elevation. There is an approximate100-foot section along the east elevation that appears to lack fenestration, color/material change, wall plane offset, roof form change, etc. The simplest method may be to include a version of the table shown in https://aurora.municipal.codes/UDO/146-4.8.7.D.3 on the elevation sheets, checking off which features are being utilized.

4B. **Repeat comment:** Please provide a color/material board (hard copy or electronic) for this development as well. For reference, building renderings do not suffice. Architectural sheets should include the specific materials and colors intended for use on this structure. Please reach out if an example of an electronic materials board is needed.

5. Landscaping Comments (Tammy Cook / 954-266-6488 / tdcook@auroragov.org / Comments in bright teal)
Sheet 6

5A. Add written scale.
5B. What happened to Colfax Avenue and the curbside landscaping? Even if it was provided via a previous approved ISP, the street still needs to be shown and a note referencing the previously approved landscape plan. It was included on previous submittals.
5C. Label this as E. 16th Place.
5D. The street has not been included on the landscape plan. It was included on the previous submission but has since been removed.
5E. Adjust tree over storm pipe.
5F. What are these lines?
5G. Shift this tree to be more centered in the planting area.
5H. The bike rack cannot displace the required tree in the parking lot island.
5I. Label the building.
5J. Call out/label the retaining wall.
5K. Double row of shrubs are required to screen parking areas. Taller shrub species adjacent to the parking and a shorter one in front.
5L. Not in the plant schedule.
5M. The plant material proposed around the trash enclosure should be taller. Taller adjacent to the closure and then the plant material and graduate in height to lower species.
5N. What is this rectangular box?
5O. Ornamental grasses are not permitted to screen parking lots.
5P. Turn this off as it is a temporary utility trench.
5Q. Not sure what the "gray" thicker line is, but the property line should be bolder and thicker.
5R. Is the line with an "X" a utility? It does not appear on the utility plan. If being removed, do not include on the landscape plan.
5S. Dimension and label the street frontage buffer (multiple instances).
5T. Where are the dimensions lines? Those would coincide with including the sidewalk as street frontage buffers are measured from the back of walk.
5U. Change indicated required buffer dimension to 20 feet.
5V. Turn the heavy pavement symbology off on this plan.
5W. Move indicated text up a line.

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

6. Civil Engineering (Moustapha Agrignan/ 303-739-7420 / magrigna@auroragov.org / Comments in green)
Sheet 1

6A. ISP for the Norfolk St realignment shall be approved before this Site Plan approval.
***Note from Stephen Gubrud:** Norfolk Realignment ISP Amendment approved under DA-2274-04, final date of 4/18/2024. Please reach out to me at 303-739-7209 or sgubrud@auroragov.org to obtain the updated plans if unable to locate them.

6B. Please remove the copyright note, TYP.
6C. Please add the following note: “The Infrastructure Site Plan (ISP) and civil plans for the associated infrastructure must be approved prior to the issuance of building permits. Construction shown on the civil plans for the ISP for associated infrastructure must be initially accepted by the City prior to the issuance of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) per the approved Public Improvement Plan."

Sheet 2
6D. Callout the hatch or add to the legend.
6E. Add a ramp where indicated.

Sheet 3
6F. A min. 2% slope is required on the landscape, TYP.
6G. Advisory note: A written permission from the adjacent lot owner will be required before grading.

7. Traffic Engineering (Jason Igo / 303-739-7584 / jigo@auroragov.org / Comments in orange)

Sheet 2
7A. Remove sight triangle. With this being a right out only there is no oncoming traffic coming from the south.
7B. Will need a R3-5R sign with stop sign.

Sheet 6
7C. Remove sight Triangle.

Traffic Letter

Sheet 1
7D. Verify Sq Ft of the building. The site plan has 4,446 SF GFA.

Sheet 4
7E. Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region.
7F. Thank you for including the above information.

8. Fire / Life Safety (Richard Tenorio/ 303-739-7628 / rtenorio@auroragov.org / Comments in blue)
8A. Approved, no further comments.

9. Aurora Water (Jennifer Wynn / 734-258-6523 / jwynn@auroragov.org / Comments in red)

Sheet 1
9A. Advisory Comment: Preliminary Drainage Study must be approved before the site plan can be approved.

Sheet 4
9B. New comment due to new layout: Show a sand and oil interceptor before connection to the sanitary service main.
9C. Advisory comment: Is this sanitary stub on the neighbor's property? A private easement should be dedicated for this connection if so. It should be in place by the time of civil plan approval.
9D. Type K Copper (water line).

Sheets 4 & 5
9E. Change all instances of Denver Water or remove these notes. They are not necessary in the site plan.

10. Land Development (Roger Nelson / 303-739-2657 / ronelson@auroragov.org / Comments in magenta)
10A. Approved, no further comments.

11.Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)
11A. No new comments, refer to previous comments provided below.

12.Buckley Space Force Base (Porter Ingrum / 303-668-2510 / robert.ingrum@spaceforce.mil)
12A. No further comments at this time.

City of Aurora

AuroraGov.org

Xcel Energy℠

PUBLIC SERVICE COMPANY

Denver, Colorado 80223
Telephone: **303.571.3306**

Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

September 20, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stephen GuBrud

Re: Bubble Bath Car Wash at Station 60 – 2nd referral, Case # DA-2274-07

To reiterate from the first referral, please be aware Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

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Additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Add title in bold letters at top of cover sheet per Site Plan Manual Specifications:

Bubble Bath Car Wash at Station 60
Site Plan and Conditional Use

Drainage report must be approved before the site plan can be approved.

LEGAL DESCRIPTION:

LOT 4, BLOCK 1, STATION 60 SUBDIVISION FILING NO. 2

SIGNATURE BLOCKS:

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, _____ HAS
(CORPORATION, COMPANY, OR INDIVIDUAL)

CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF

_____ AD. _____,

BY: _____ CORPORATE SEAL
(PRINCIPALS OR OWNERS)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____ AD, _____ BY _____
(PRINCIPALS OR OWNERS)

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS: _____

_____

CITY OF AURORA APPROVALS

CITY ATTORNEY: _____ DATE: _____

PLANNING DIRECTOR: _____ DATE: _____

PLANNING COMMISSION: _____ DATE: _____
(CHAIRPERSON)

CITY COUNCIL: _____ DATE: _____
(MAYOR)

ATTEST: _____ DATE: _____
(CITY CLERK)

DATABASE APPROVAL DATE: _____

RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

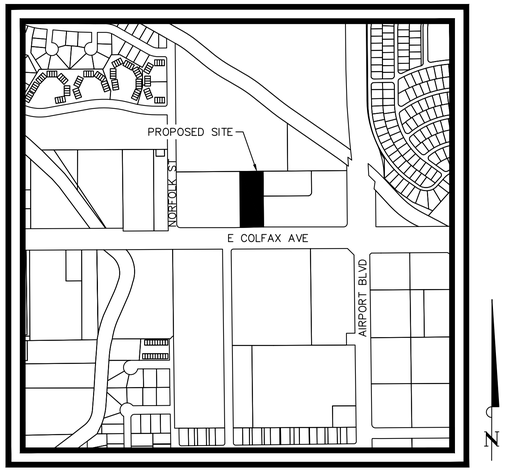
_____ COUNTY AT _____ O'CLOCK ____M, THIS _____ DAY OF

_____AD, _____.

CLERK AND RECORDER: _____

DEPUTY: _____

AMENDMENTS:



VICINITY MAP
SCALE 1": 500'

DATA BLOCK:

LAND AREA WITHIN PROPERTY LINES	1.69 AC. (73,818 SF)
NUMBER OF BUILDINGS	1
BUILDING HEIGHT	40' 6"
TOTAL BUILDING COVERAGE AND GFA	4,302 SF (5.83 %)
HARD SURFACE AREA	40,899 SF (55.41 %)
LANDSCAPE AREA	23,327 SF (31.60 %)
SIDEWALKS AND PATIOS	5,290 SF (7.16 %)
PRESENT ZONING CLASSIFICATION	MU-C
MAXIMUM PERMITTED/ALLOWABLE SIGN AREA	600 SF
PROPOSED TOTAL SIGN AREA	160 SF
PROPOSED NUMBER OF SIGNS	2
PROPOSED MONUMENT SIGN	0
PROPOSED MONUMENT SIGN AREA	0 SF PER SIDE
PARKING SPACES REQUIRED	15
PARKING SPACES PROVIDED	30
ACCESSIBLE SPACES REQUIRED	1
ACCESSIBLE SPACES PROVIDED	2
LOADING SPACES REQUIRED	1
LOADING SPACES PROVIDED	2
VAN ACCESSIBLE SPACES REQUIRED	1
VAN ACCESSIBLE SPACES PROVIDED	2
BICYCLE PARKING REQUIRED	2
BICYCLE PARKING PROVIDED	2

Advisory note: Planning highly recommends inclusion of placeholder data and design for monument signage. Addition of monument signage after site plan approval would require an amendment to the site plan.

CONTACTS:

DEVELOPER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

OWNER:
QUIKTRIP CORPORATION
1200 WASHINGTON ST, SUITE 175
THORNTON, CO 80241
PHONE: (918) 697-7167
CONTACT: JESSICA GLAVAS

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: ANDREW LUNDBERG

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: (719) 284-7278
CONTACT: JEREMY POWELL, PLA, PWS

Sheet List Table

Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE PLAN
03	GRADING PLAN
04	UTILITY PLAN
05	STORM SEWER PLAN
06	LANDSCAPE PLAN
07	SITE DETAILS
08	EXTERIOR ELEVATIONS
09	FLOOR PLAN
10	ROOF PLAN
11	MATERIALS BOARD
12	TRASH ENCLOSURE
13	VACUUM ENCLOSURE
14	PHOTOMETRIC PLAN

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC CHAPTER 11,AND ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
8. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
9. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
10. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOT.
11. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
12. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
13. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
14. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
15. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
16. ATTENTION BUILDING DEPARTMENT: AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT, AND WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVELS NOT EXCEEDING ____ (25/30 – REFER TO SECTION 146-2.6.2.C.) DECIBELS AS CALCULATED IN CHAPTER 22 OF THE AURORA MUNICIPAL CODE UNDER WORSE-CASE NOISE CONDITIONS.
17. THE VENDOR OF ANY FUTURE SALE OF THE REAL PROPERTY SHALL PROVIDE THE REQUIRED NOTICE PER CITY CODE SECTION 146-1587(C) TO BE RECORDED WITH THE COUNTY CLERK AND RECORDER AND SHALL PROVIDE SUCH NOTICE TO EACH PROSPECTIVE PURCHASER OF ANY AND ALL SAID PROPERTY. SEE EXHIBIT C4 UNDER THE AIRPORT RELATED LAND USE RESTRICTIONS SECTION OF THIS GUIDEBOOK.
18. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
19. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
20. THE INFRASTRUCTURE SITE PLAN (ISP) AND CIVIL PLANS FOR THE ASSOCIATED INFRASTRUCTURE MUST BE APPROVED PRIOR TO THE ISSUANCE OF BUILDING PERMITS. CONSTRUCTION SHOWN ON THE CIVIL PLANS FOR THE ISP FOR ASSOCIATED INFRASTRUCTURE BY THE CITY PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) PER THE APPROVED PUBLIC IMPROVEMENT PLAN.

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
COVER SHEET

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
01

K:\COS_Civil\096888060_BubbleBath - Aurora (61405)\CADD\PlanSheets\Site Plan\096888060_SP_CV.dwg Lundberg, Andrew 8/29/2025 11:43 AM

NOTES:

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO THE MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING ARE IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
9. THE MAXIMUM SLOPE OF A RAMP IN A NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
10. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50
11. ALL STANDARD PARKING STALLS ARE 9' WIDE BY 18' DEEP TO FACE OF CURB. ALL VACUUM PARKING STALLS ARE 12.5' WIDE BY 22.0' DEEP TO FACE OF CURB.
12. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
13. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELDS, WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH-PRESSURE SODIUM OR METAL HALIDE MAY BE USE. ALL VEHICLES OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OR PROPERTY AND PERSONS.
14. ALL ROOF, WALL, AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSES IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
15. THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS OF RUST PROTECTIVE METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO A DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.

CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITITES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANCK, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATEYL AND PRIOR TO CONSTRUCTION. THER CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE SATART OF CONSTRUCTIUON. ANY DAMAGE TO EXUISATING UTILITITES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR OF SHALL BE AT THE CONTRACTYOR'S SOLE EXPENSE WHETER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

ACCESSIBILITY NOTE FOR COMMERCIAL PROJECTS BUILT UNDER THE 2009 IBC:

- ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO 60% OF THE ACCESSIBLE BUILDING ENTRANCES THEY SERVE. THE ACCESSIBLE ROUTE BETWEEN ACCESSIBLE PARKINGF AND ACCESSIBLE BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. THE ACCESSIBLE ROUTE MUST BE LOCATED WITHIN A SIDEWALK. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUGH PROVIDING A RAMP WITH A AMXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS TROUTE SHALL BE WIDE ENOUGH TO WHOILLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. THE CITY OF AURORA ENFORCES HANDICAPPED ACCESSIBILITY REQUIRMENTS BASED ON THE 2009 INTERNATIONAL BUILDING CODE, CHAPTER 11, AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ICC/ANSI) A117-2003.

ADDRESSING:

- ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH THE AURORA CITY CODE, ARTICLE VII-NUMBERING OF BUILDINGS.

AIRCRAFT NOISE REDUCTION (LDN):

- ATTENTION BUILDING DIVISION: PER ARTICLE XI, C.O.A. BUILDING AND ZONING CODE, SECTION 22-425 THROUGH 22-434, AN ACOUSTIC ANALYSIS, PREPARED BY AN ACOUSTIC EXPERT THAT WILL IDENTIFY BUILDING DESIGN FEATURES NECESSARY TO ACCOMPLISH EXTERIOR NOISE REDUCTION TO ACHIEVE INTERIOR NOISE LEVEL;S NOT EXCEEDING____ (LDN VALUE TO BE DETERMINED FOR EACH PROJECT) UNDER WORSE CASE NOISE CONDITIONS.

AMERICANS WITH DISABILITIES ACT:

- THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIRMENTS OF THE AMERICANS WITH DISABILITIES ACT.

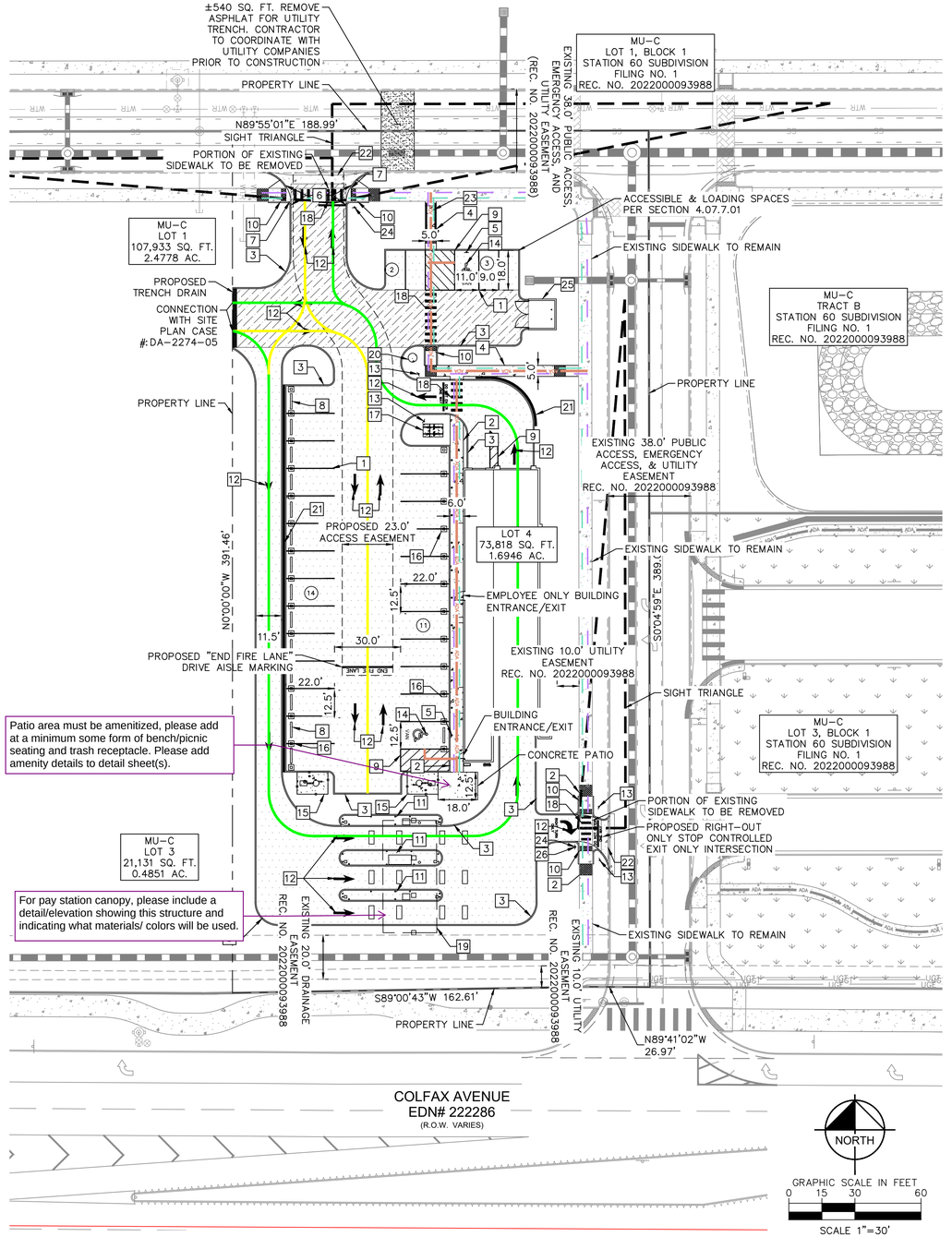
EMERGENCY INGRESS AND EGRESS:

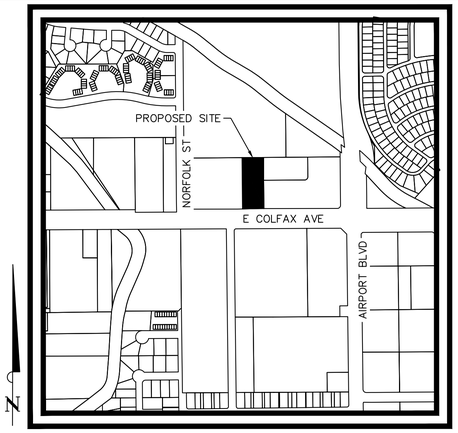
- THE EMERGENCY INGRESS AND EGRESS RIGHT OF WAY IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS "SERVICE/EMERGENCY AND EASEMENTS" AND SHALL BE POSTED "NO PARKING-FIRE LANE"

THE 2015 INTERNATIONAL FIRE CODE (IFC), REQUIRES ALL BUILDINGS TO BE ASSESSED FOR ADEQUATE EMERGENCY RESPONDER RADIO COVERAGE (ERRC). AT THE TIME THE STRUCTURE IS AT FINAL FRAME AND FINAL ELECTRICAL INSPECTIONS, THE GENERAL CONTRACTOR (GC) WILL BE REQUIRED TO HIRE A QUALIFIED INDEPENDENT 3RD PARTY TO ASSES THE RADIO FREQUENCY LEVELS WITHIN THE STRUCTURE. ONCE COMPLETED, THE 3RD PARTY WILL PROVIDE THE RESULTS OF THE TEST TO BOTH THE GC AND THE AURORA BUILDING DIVISION AS TO WHETHER THE STRUCTURE PASSED OR FAILED THE PRELIMINARY RADIO SURVEILLANCE. A STRUCTURE THAT HAS PASSED THIS SURVEILLANCE REQUIRES NO FURTHER ACTION BY THE GC. A FAILED RADIO SURVEILLANCE WILL REQUIRE A LICENSED CONTRACTOR TO SUBMIT PLANS TO THE AURORA BUILDING DIVISION TO OBTAIN A BUILDING PERMIT FOR THE INSTALLATION AN ERRC SYSTEM PRIOR TO INSTALLATION. THIS ASSESSMENT AND INSTALLATION IS AT THE OWNER OR DEVELOPERS EXPENSE. FURTHER INTERIOR OR EXTERIOR MODIFICATIONS AFTER THE ORIGINAL CERTIFICATE OF OCCUPANCY IS ISSUED WILL REQUIRE A REASSESSMENT FOR ADEQUATE RADIO FREQUENCY COVERAGE.

THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIUC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

EVERGREEN DEV CO., INC, 2390 E CAMELBACK RD, SUITE 410, PHOENIX, ARIZONA 85016, (602)808-8600, SHALL BE RESPONSIBLE FOR PAYMENT OF 50% OF THE TRAFFIC SIGNALIZATION COSTS FOR THE INTERSECTION OF COLFAX AVENUE AND NORFOLK STREET, IF AND WHEN TRAFFIC SIGNAL WARRANTS ARE SATISFIED. TRAFFIC SIGNAL WARRANTS TO CONSIDER SHALL BE AS DESCRIBED IN THE MOST RECENTLY ADOPTED VERSION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS OF THE DATE OR DATES OF ANY SUCH WARRANT STUDIES. FOR WARRANT PURPOSES, THE MINOR STREET APPROACH TRAFFIC SHALL TYPICALLY BE COMPRISED OF ALL THOUGH AND LEFT TURN MOVEMENT AND 50% OR RIGHT MOVEMENTS UNLESS OTHERWISE DETERMINED BY THE TRAFFIC ENGINEER. PURSUANT TO 147-37.5. OF CITY CODE, THE PERCENTAGE OF TRAFFIC SIGNALIZATION COSTS IDENTIFIED ABOVE SHALL BE PAID TO THE CITY BY THE APPLICANT/OWNER, TO BE HELD IN ESCROW FOR SUCH PURPOSE. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE RELATED DEVELOPMENT OR AS OTHERWISE REQUIRED BY CITY CODE. THE PERCENTAGE ABOVE WILL BE APPLIED TO THE ENTIRE TRAFFIC SIGNALIZATION COST AS ESTIMATED AT THE TIME OF ESCROW DEPOSIT TO CALCULATE SPECIFIC DOLLAR FUSING REQUIREMENT.





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WTR — EXISTING WATER LINE
- SS — EXISTING SANITARY LINE
- UGT — EXISTING UNDERGROUND COMM LINE
- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- SIGHT DISTANCE TRIANGLE
- ACCESSIBLE ROUTE
- BICYCLE PATHWAY
- PEDESTRIAN PATHWAY
- PROPOSED VEHICLE PATH 1
- PROPOSED VEHICLE PATH 2
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PEDESTRIAN RAMP LANDING

KEYNOTE LEGEND

1. TYPICAL PARKING STRIPING
2. PROPOSED 6' CONCRETE SIDEWALK
3. MONOLITHIC CURB
4. PROPOSED 5' CONCRETE SIDEWALK
5. HANDICAP SIGN (PER SEC. 4.07.7.01)
6. 2' CURB TRANSITION
7. RIBBON CURB
8. WHEEL STOP
9. 4" CROSS HATCH STRIPING 36" OFF CENTER
10. PEDESTRIAN RAMP (SEE COA S9.0 FOR DETAILS)
11. PAY TERMINAL
12. TRAFFIC ARROWS
13. DO NOT ENTER SIGN
14. HANDICAP PARKING SYMBOL (PER SEC. 4.07.7.01)
15. VACUUM ENCLOSURE (REFER TO ARCH. PLANS)
16. VACUUM CANOPIES
17. BICYCLE RACK
18. CROSSWALK STRIPING
19. XPT CANOPY
20. FLAG POLE
21. RETAINING WALL (REFER TO GRADING PLANS)
22. CONCRETE CROSS PAN (PER COA STD DTL S4.1)
23. RAMP WITH HANDRAIL
24. STOP SIGN
25. DUMPSTER ENCLOSURE (REFER TO ARCH. PLANS)
26. R3-5R ("RIGHT-ONLY") SIGN

(#) PARKING COUNT

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

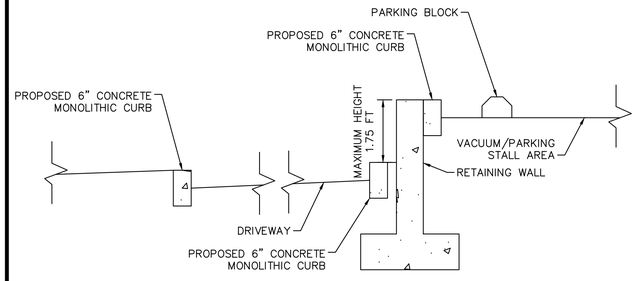
PROJECT NO. 096888060

SHEET 02

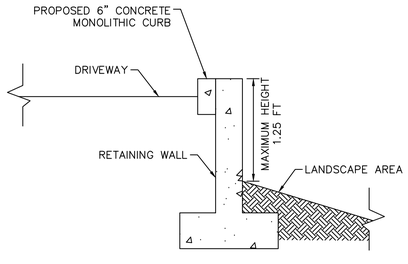
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NOTES:

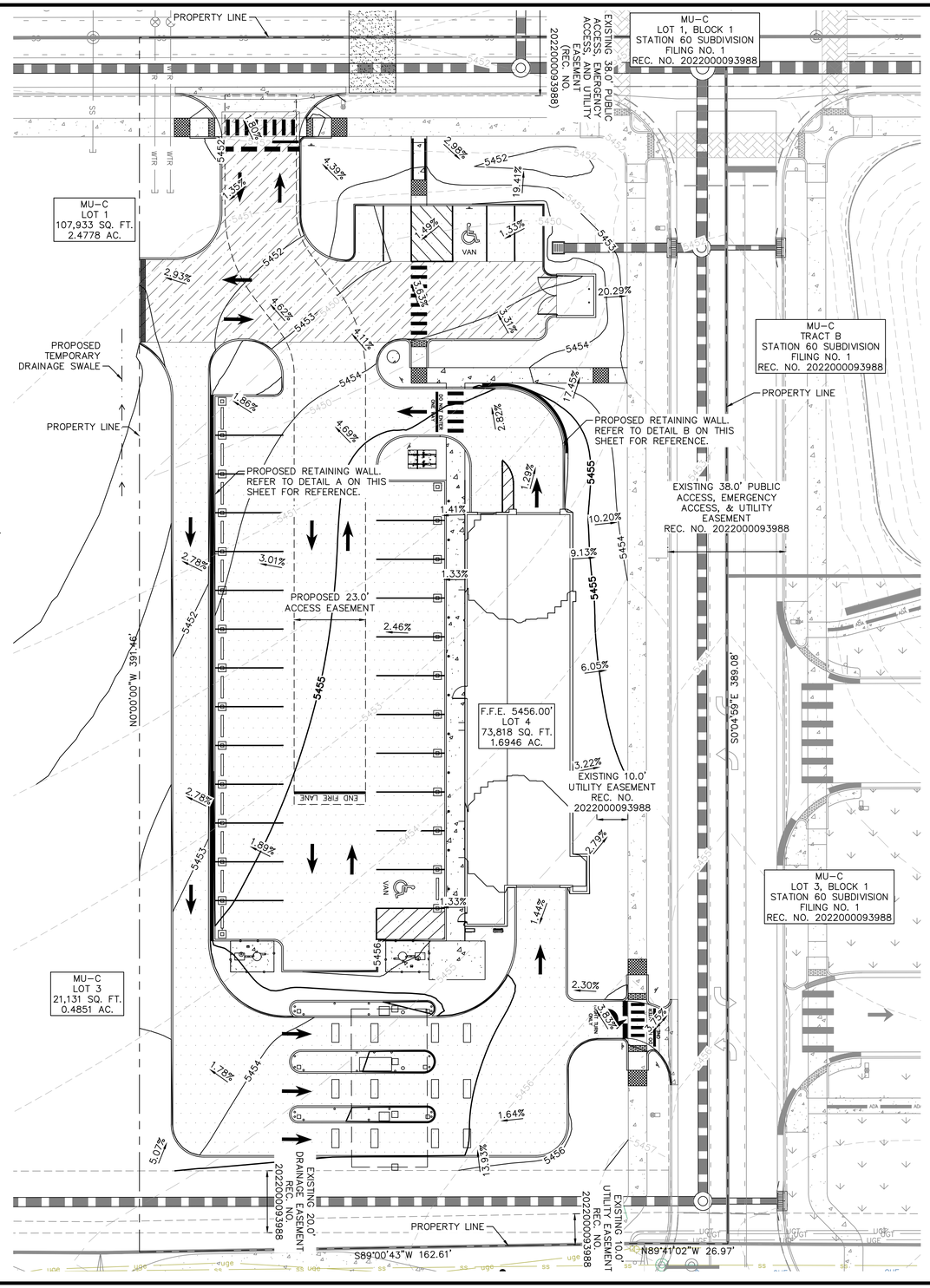
1. MINIMUM SLOPE ON UNPAVED AREAS IS 2%, MINIMUM SLOPE ON ASPHALT IS 1%, AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF TWO (2) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT DESIGN AND DESIGN FOR PROPOSED CURB RAMPS WITHIN THE RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS

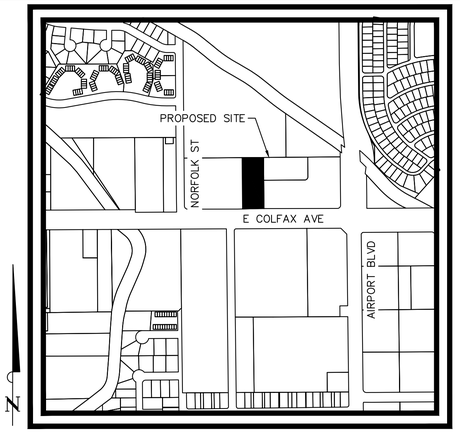


RETAINING WALL A DETAIL
1" = 2'



RETAINING WALL B DETAIL
1" = 2'





VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE
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- EASEMENT LINE
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- EXISTING UNDERGROUND ELECTRIC LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- GRADE BREAK
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
GRADING PLAN

PRELIMINARY
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NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888060

SHEET
03

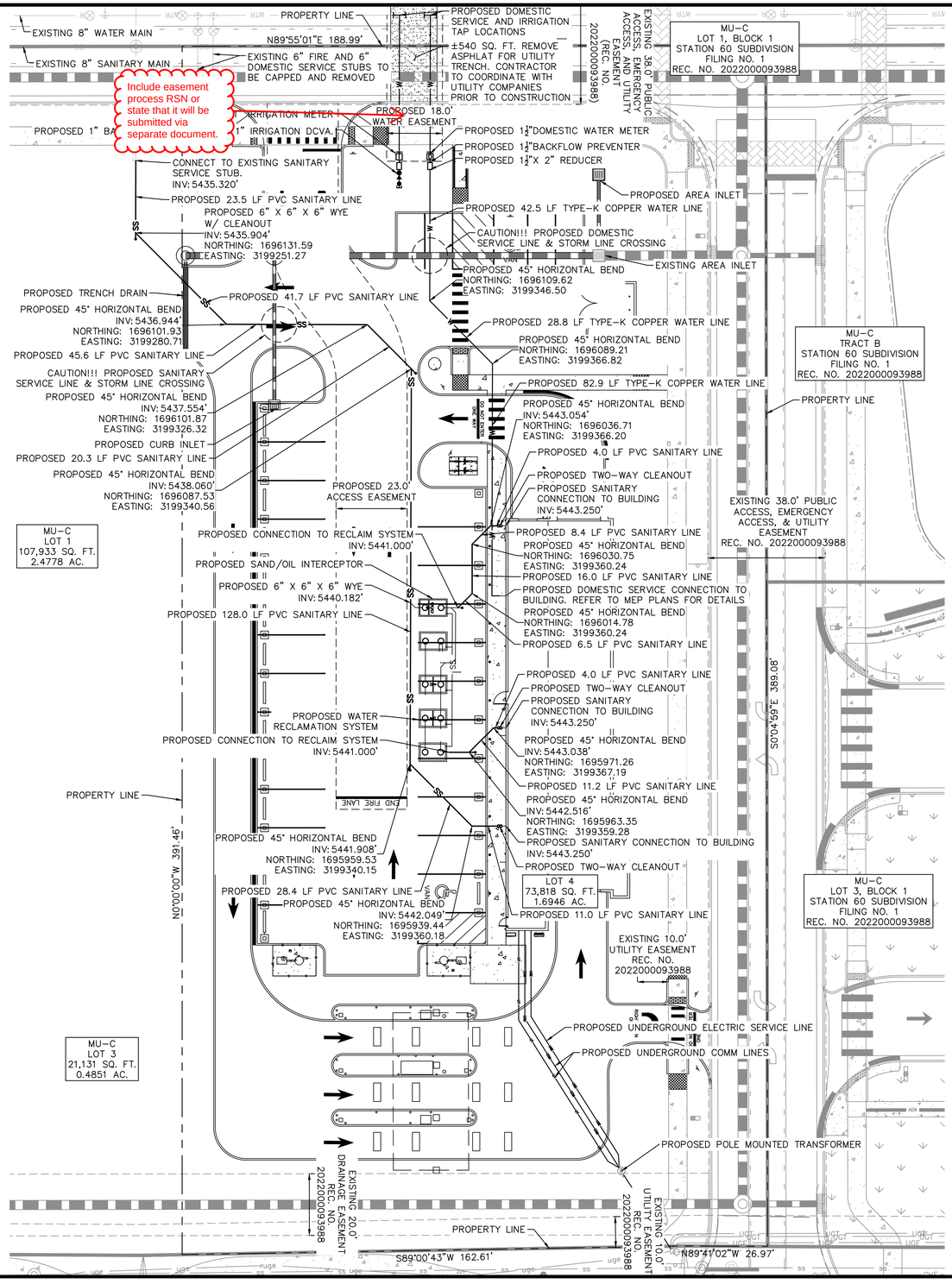
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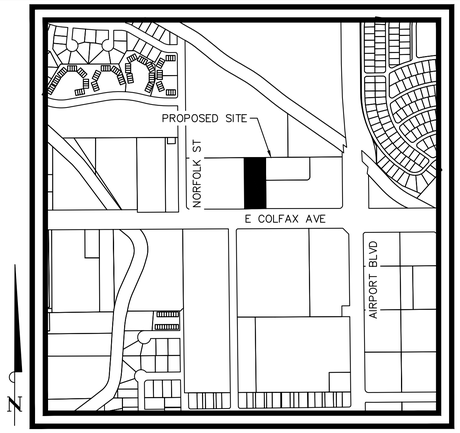
NOTES:

1. THE WATER RECYCLING SYSTEM SHALL MEET ALL REQUIREMENTS FROM AW STANDARDS AND SPEC., APPENDIX E
2. CONTRACTOR TO LOCATE AND VERIFY EXISTING SANITARY SEWER INVERT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
3. ALL SIDEWALKS, CURB RAMPS, AND DRIVE APPROACHES IN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH CURRENT ACCESSIBILITY STANDARDS AND CITY OF AURORA DESIGN STANDARDS.
4. ALL WATER SERVICE LINES ARE ASSUMED TO BE SCH 80 UNLESS OTHERWISE NOTED.

CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE CONTACT 1-800-GIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





VICINITY MAP
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- UGE — EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- SS — PROPOSED SANITARY LINE
- W — PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
UTILITY PLAN

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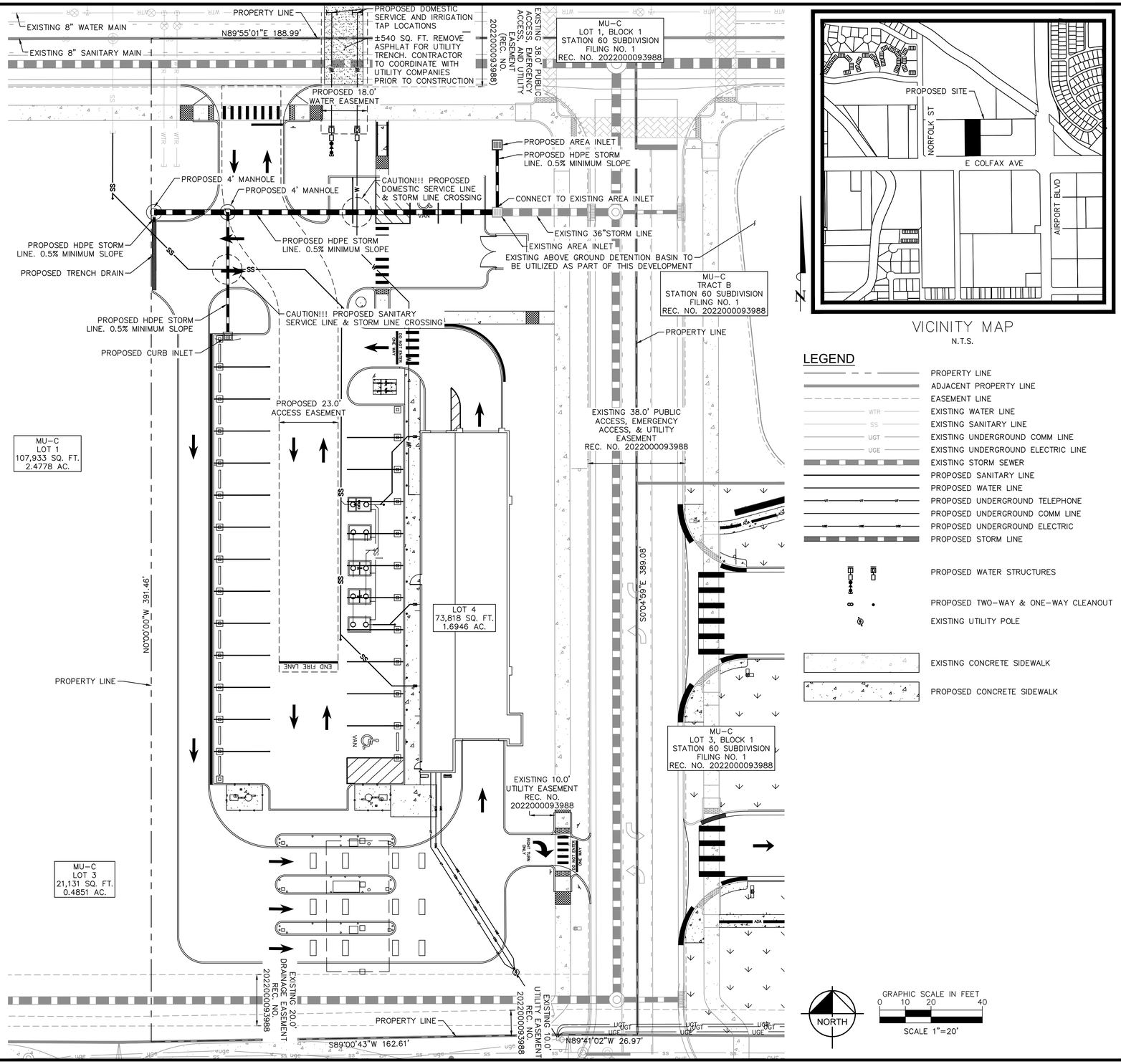
PROJECT NO.
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SHEET
04

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CAUTION!!!

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VICINITY MAP
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- PROPOSED SANITARY LINE
- PROPOSED WATER LINE
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND COMM LINE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED STORM LINE
- PROPOSED WATER STRUCTURES
- PROPOSED TWO-WAY & ONE-WAY CLEANOUT
- EXISTING UTILITY POLE
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

NO.	REVISION	DATE	BY

Kimley»Horn

DESIGNED BY: AJL
DRAWN BY: AJL
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DATE: 06/02/2025

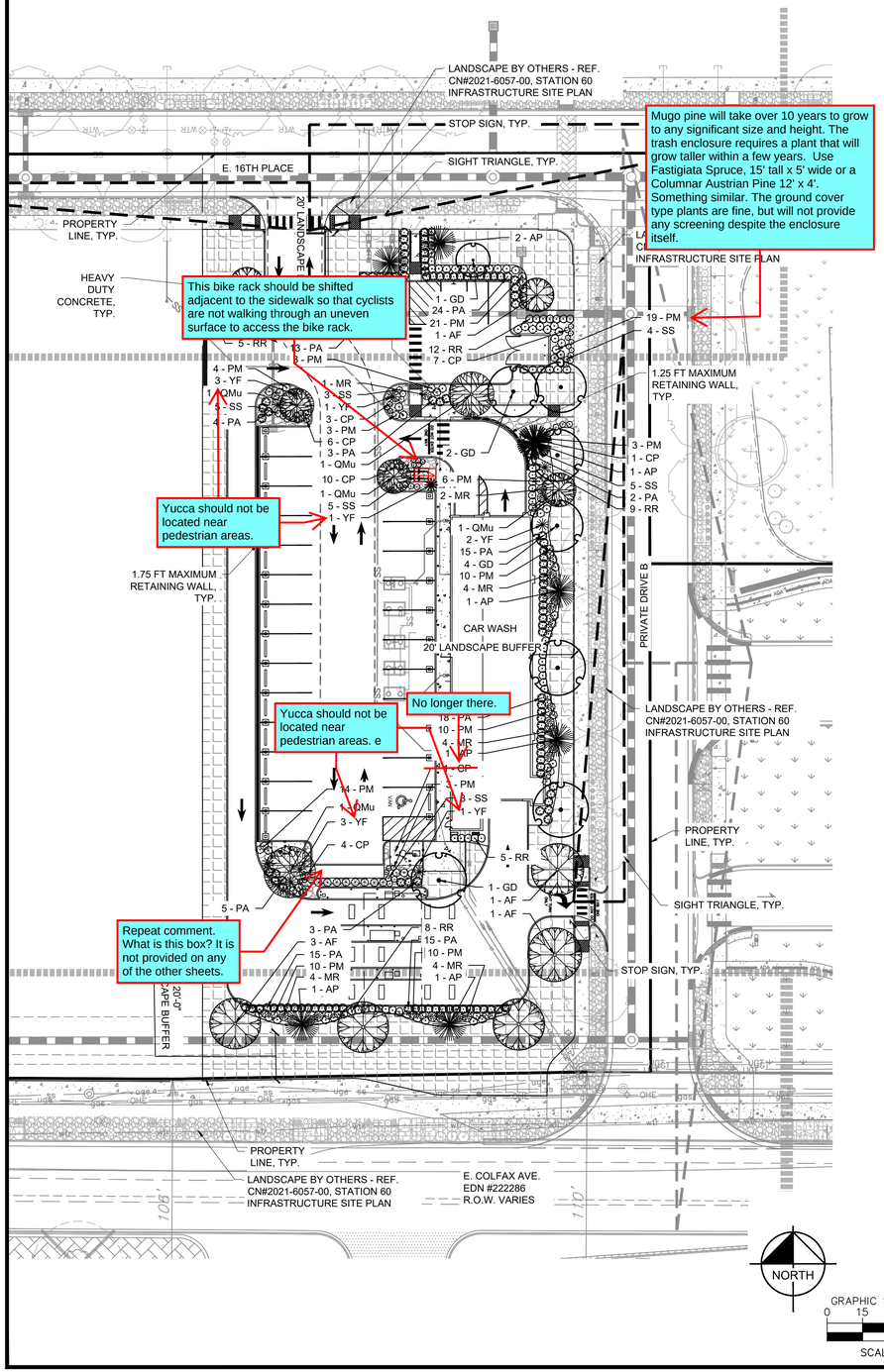
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
STORM SEWER PLAN

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PROJECT NO.
096888060

SHEET
05

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Landscape Schedule

USE	CODE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS	RR		ROGUSA ROSE *Rosa Rugosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	50	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	YF		ADAM'S NEEDLE *Yucca Filamentosa*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	11	
	SS		SHOWY STONECAP *Sedum Spectabile*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	23	
	CP		LEADWORT *Ceratostigma Plumbaginoides*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	34	
	PM		MOPS MUGO PINE *Pinus Mugo 'Mops'*	HEIGHT/SPREAD 18"ø X 72" HT MIN 5 GAL.	116	
	PA		RUSSIAN SAGE *Perovskia Atriplicifolia*	HEIGHT/SPREAD 48"ø X 72" HT MIN 5 GAL.	117	
	MR		UNDAUNTED MUHLY *Muhlenbergia Reverchonii 'undaunted'*	HEIGHT/SPREAD 24"ø X 36" HT MIN 5 GAL.	19	
DECIDUOUS TREES	GD		KENTUCKY COFFEETREE *Gymnocladus Dioca*	2" CALIPER 45'X20'	8	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	AF		AUTUMN BLAZE RED MAPLE *Acer x Freemonii 'Jeffersed'*	2" CALIPER 15'X12'	10	
	QMu		CHINKAPIN OAK *Quercus Muhlenbergia*	2" CALIPER 40'X30'	5	
SCREENING TREES	AP		COLORADO BRISTLECONE PINE *Pinus Arista*	6' MINIMUM HT 20'X10'	7	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
MISC			DOUBLE SHREDDED WOOD MULCH		3,150 SF	
			2"–3" RIVER ROCK MULCH		1,678 S.F.	
			CYNODON DACTYLON X C. TRANSVAALENSIS	TAHOMA 31 BERMUDAGRASS	13,700 S.F.	

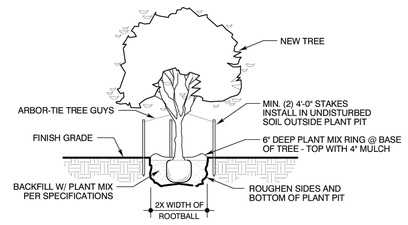
CURBSIDE LANDSCAPE						
PROVIDED VIA ULTIMATE DEVELOPER – REF. CN#2021-6057-00, STATION 60 INFRASTRUCTURE SITE PLAN						
STREET FRONTAGE LANDSCAPE BUFFERS						
"NORTH – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
147 LF / 40 = 4	4 TREES	4 TREES	40 SHRUBS	40 SHRUBS	20 FT	20 FT
"EAST – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
358 LF / 40 = 9	9 TREES	9 TREES	90 SHRUBS	90 SHRUBS	20 FT	20 FT
"A REDUCTION TO 10' IN BUFFER WIDTH HAS BEEN PROVIDED FOR A PORTION OF THE BUFFER WHERE THE TRASH ENCLOSURE HAS BEEN LOCATED. THE WALL AROUND THE TRASH ENCLOSURE SERVES AS THE APPROVED BUFFER REDUCTION FEATURE"						
"E. COLFAX AVENUE – 1 TREE AND 10 SHRUBS PER 40 LF"	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	BUFFER REQUIRED	BUFFER PROVIDED
171 LF / 40 = 5	5 TREES	5 TREES	50 SHRUBS	50 SHRUBS	20 FT	20 FT

"4.7.5.J.2 Non–residential and Mixed–use structures"	"4.7.5.J.2a Applicants shall provide one tree or tree equivalent for each 40 linear feet of elevation length."		
Building Name	Building Elevation in Linear Feet	Tree Equivalent Required	Tree Equivalent Provided
Building A	362 LF	9.0000	9.0000

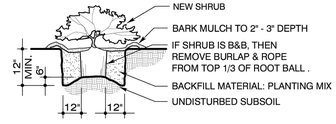
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S)TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

CITY OF AURORA NOTES:
1. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 CU.YDS/1,000SF.
2. ALL FREE STANDING LIGHTS WITHIN THIS PLAN ARE STREETLIGHTS.
3. THE SURFACE MATERIAL OF WALKS ARE TO BE LIGHT BROOM FINISHED STANDARD GRAY CONCRETE EXCEPT WHERE NOTED IN PLAN. VEHICULAR DRIVES, PARKING LOTS AND PLAZAS ARE INCLUDED ON CIVIL SHEETS.
4. THE OWNER/DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
5. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON–IRRIGATED NATIVE, RESTORATIVE AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
6. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS,FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNABLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
7. A 5–FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
8. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).
9. TREES MAY NOT BE PLACED WITHIN 8' OF ANY PUBLIC UTILITY.
10. SHRUB BEDS ARE TO BE CONTAINED BY 4" X 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE STEEL EDGER. IT IS NOT REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, FENCES, OR WALKS.
11. SHRUB BEDS SHALL BE MULCHED WITH MIN. 3" DEPTH, 3/4"–1 1/2" TAN RIVER ROCK LANDSCAPE MULCH. FOR AREAS SPECIFIED AS COBBLE, USE 4–8" TAN RIVER ROCK COBBLE. WEED BARRIER IS REQUIRED UNDER COBBLE AND RIVER ROCK. NO WEED BARRIER IS REQUIRED UNDER WOOD COBBLE AND RIVER ROCK IS AVAILABLE AT PIONEER SAND WWW.PIONEERSAND.COM OR APPROVED EQUAL. AREAS OF PERENNIALS AND ANNUALS TO BE MULCHED WITH 3" DEPTH OF GORILLA HAIR SHREDDED MULCH WITH NO WEED BARRIER NECESSARY.
12. LANDSCAPING SHALL BE RESTRICTED TO LESS THAN 26–INCHES IN SIGHT TRIANGLES AND ADHERE TO THE REQUIREMENTS LISTED IN SECTION 4.04.2.10.



TREE PLANTING DETAIL
NEW TREES
1/8" = 1'-0"



SHRUB PLANTING DETAIL
NEW SHRUBS
1/8" = 1'-0"

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DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
LANDSCAPE PLAN

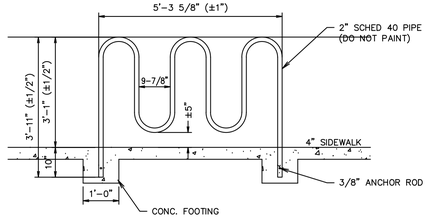
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PROJECT NO. 096888060

SHEET 06

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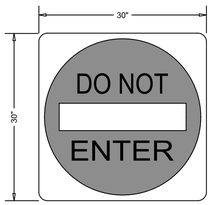
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



BIKE RACK DETAIL

NTS

SN:



DO NOT ENTER
30" x 30"

METAL TUBING	SIGN AREA
	< 10 SQ. FT.
GALVANIZED SQUARE SIGN POST (Perforated)	1-3/4" x 1-3/4" (14 Guage)
GALVANIZED SQUARE ANCHOR STUB (Perforated)	2" X 2" (14 Guage)

TABLE A

GENERAL NOTES

1.) ALL GROUND MOUNTED SHALL USE HIGH INTENSITY REFLECTIVE SHEETING.

2.) ALL OVERHEAD SIGNS SHALL USE DIAMOND GRADE REFLECTIVE SHEETING.

3.) ALL BLANKS TO BE ALUMINUM ALLOY NO. 5052-H38.

4.) "T" DENOTES THICKNESS OF SIGN BLANKS.

5.) ALL HOLES SHALL BE 3/8 " DIAMETER DRILLED OR PUNCHED AS SHOWN ON EACH BLANK DETAIL AND SHALL BE FREE OF BURRS AND/OR ROUGH EDGES.

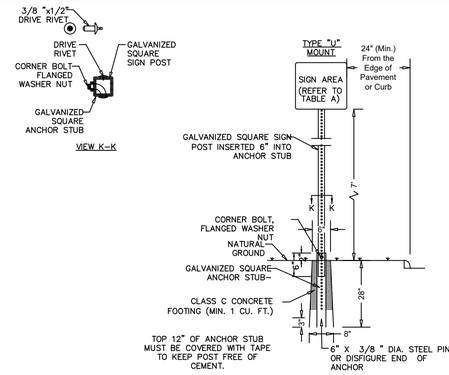
6.) SIGN BLANK CORNERS TO BE ROUNDED AS SHOWN ON EACH DETAIL.

7.) ALL SIGN BLANK TO BE ETCHED, DEGREASED, AND HAVE AN ALODINE FINISH PRIOR TO APPLICATION OF LEGENDS.

8.) ALL DETAILS ARE NOT TO SCALE.

9.) ALL DIMENSIONS ARE IN INCHES.

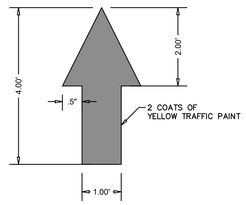
10.) ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN CONFORMANCE TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES AND STANDARD HIGHWAY SIGNS (FHWA) LATEST EDITION.



A6 DO NOT ENTER SIGN DETAILS

NTS

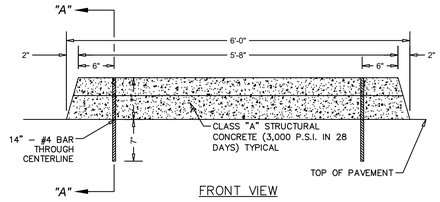
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L1 TRAFFIC MARKING DETAIL

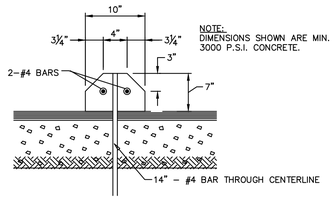
NTS

SN:



FRONT VIEW

PRECAST WHEELSTOP 6' (MINIMUM) LONG HELD IN PLACE BY 2-3/4"ø x 18" PIN PROVIDE ONE WHEELSTOP EACH STALL OR AS SHOWN ON PLANS.



NOTE:
DIMENSIONS SHOWN ARE MIN.
3000 P.S.I. CONCRETE.

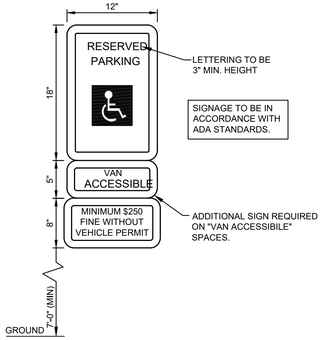
SECTION "A-A"

NOT-TO-SCALE

A1 WHEELSTOP DETAIL

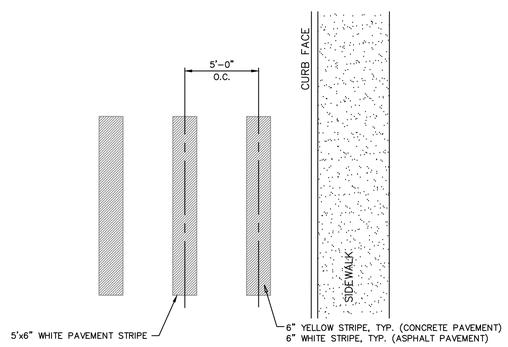
NTS

SN:



ADA SIGNAGE DETAIL

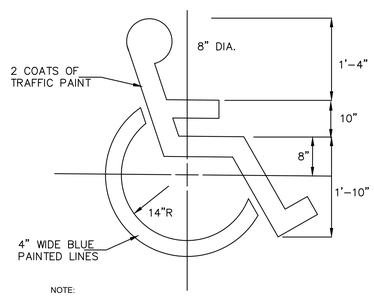
NOT TO SCALE



F1 CROSSWALK DETAIL

NTS

SN:



NOTE:
1. ALL TRAFFIC MARKINGS TO BE LATEX AS PER DIMENSIONS SHOWN.

HANDICAP SYMBOL

NOT TO SCALE



30"x30"
MINIMUM SIZE

BACKGROUND
4090 (3M-WHITE DIAMOND GRADE) OR EQUIVALENT
FOREGROUND
1172 C (3M-RED EC FILM) OR EQUIVALENT

MUTCD R1-1 STOP SIGN DETAIL

NOT TO SCALE

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DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
SITE DETAILS

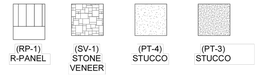
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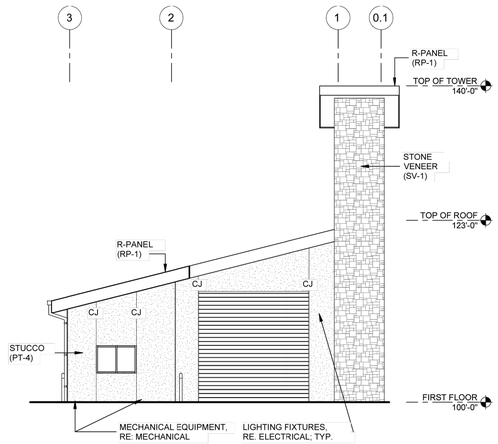
PROJECT NO.
096888060

SHEET
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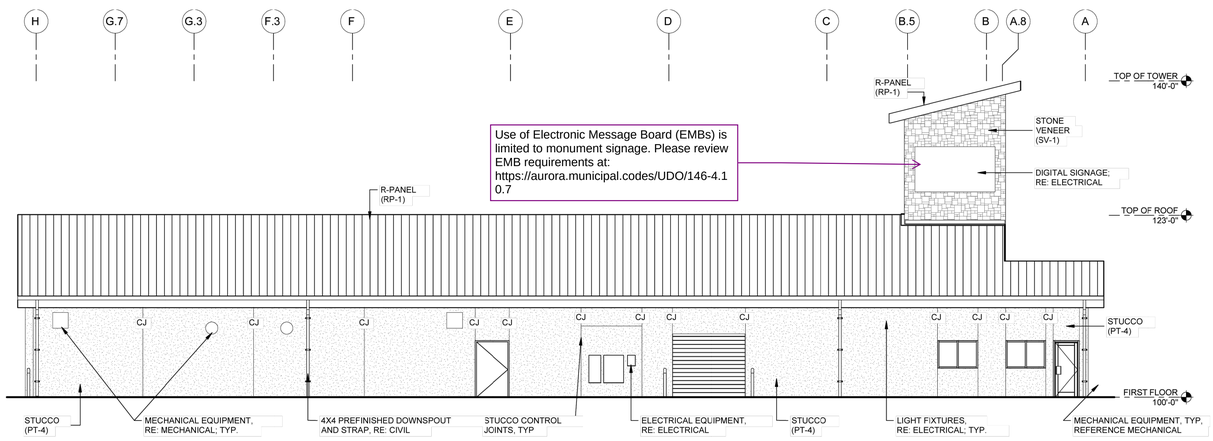
MATERIAL LEGEND





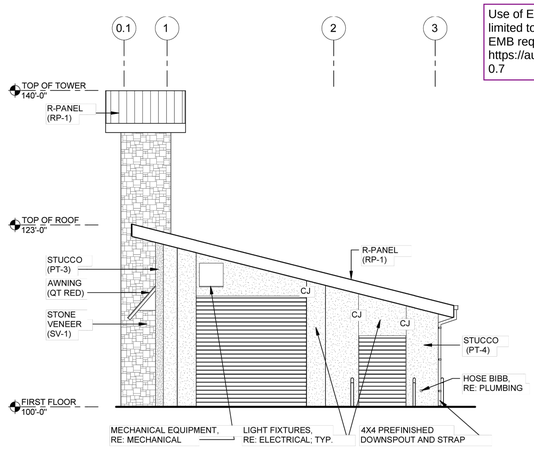
ENTRANCE ELEVATION

1/8" = 1'-0"



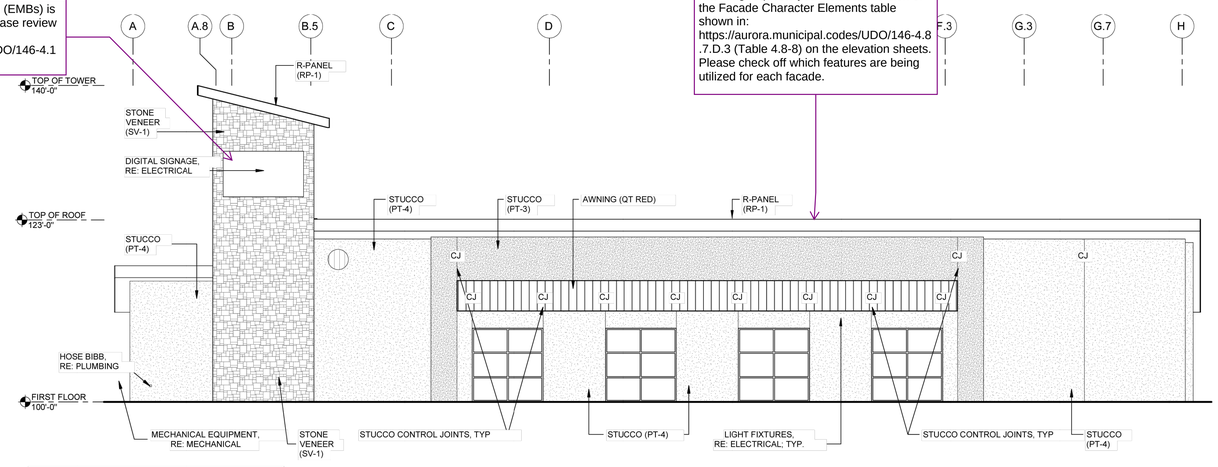
REAR ELEVATION

1/8" = 1'-0"



EXIT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

NO.	REVISION	DATE	BY

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DESIGNED BY: AJL
DRAWN BY: AJL
CHECKED BY: EJG
DATE: 06/02/2025

BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011

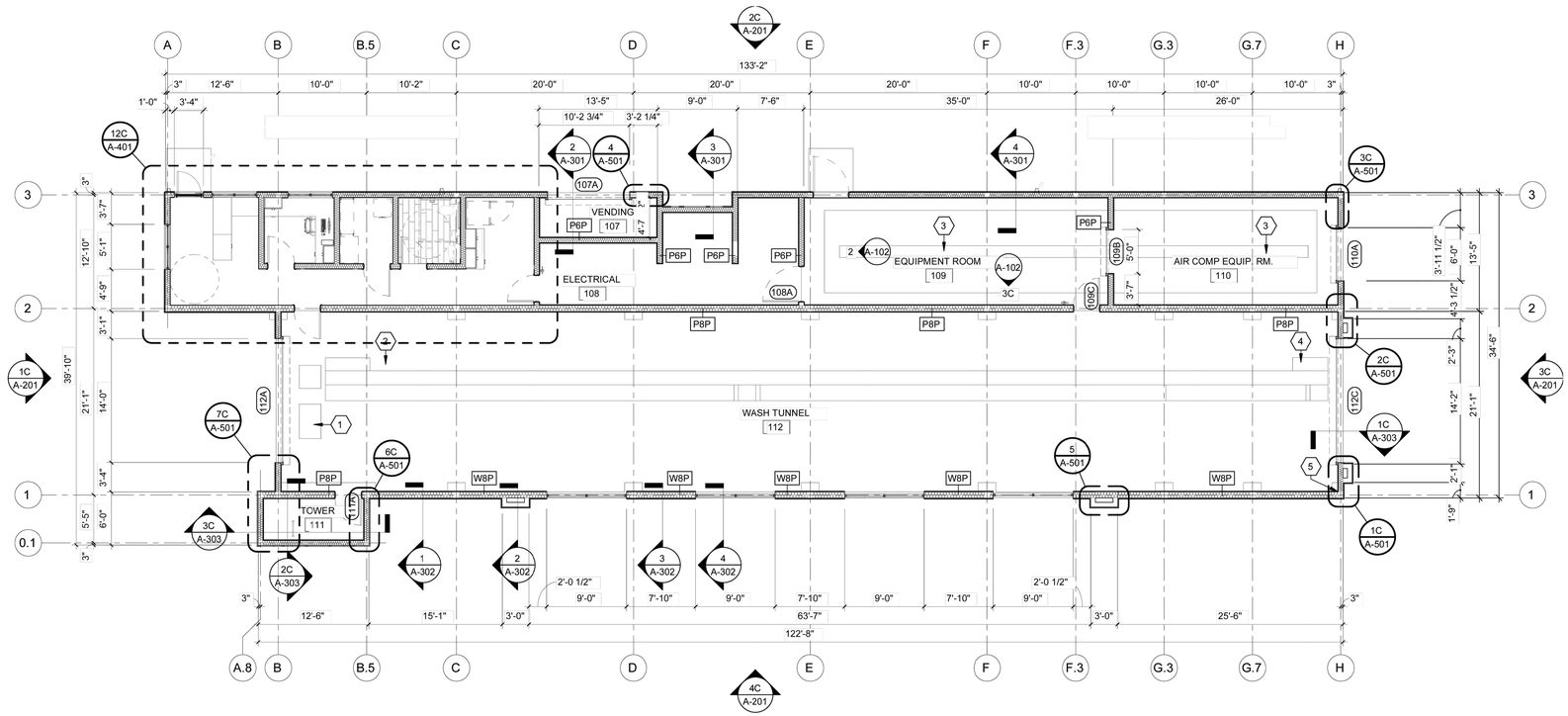
EXTERIOR ELEVATIONS

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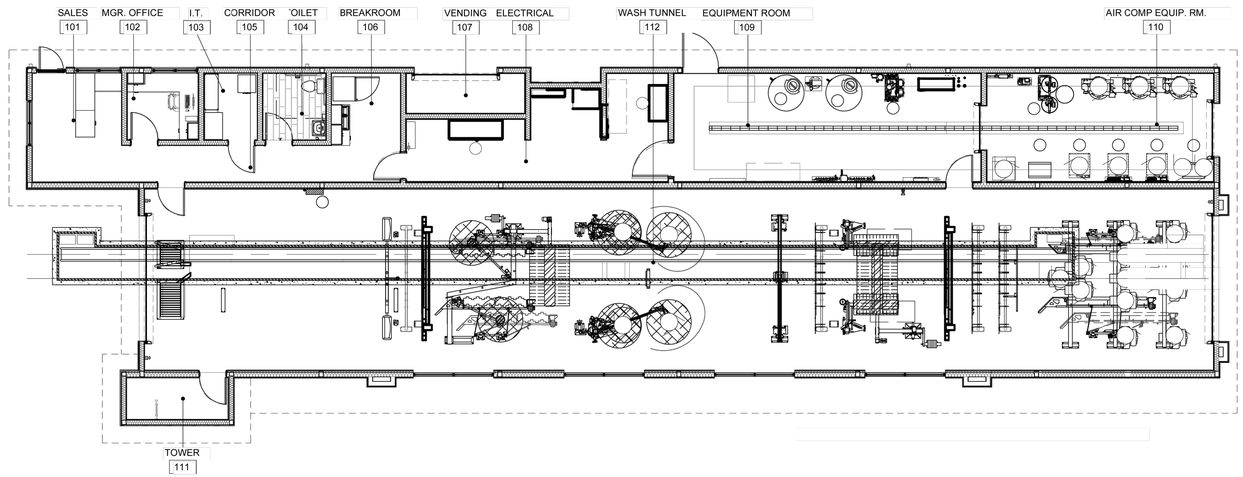
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FLOOR PLAN

1/8" = 1'-0"



EQUIPMENT PLAN

1/8" = 1'-0"

GENERAL NOTES

A. FOR WALL TYPES, REFERENCE SHEET A-602

B. TUNNEL BAY IS TO BE SPRAYED AT THE SAME TIME AS TUNNEL CEILING PRIOR TO WALL SHEETING INSTALL

C. 3 COATS OF ROLL ON WATER-PROOF MEMBRANE ON ALL PLYWOOD SURFACES

D. TUNNEL BAY CEILING TO BE APPLIED WITH 3 FULL CURE COATS OR SHERWIN WILLIAMS MACROPOXY 686, COLOR BLACK

E. EQUIPMENT PLAN SHOWN ON PLAN, IS FOR REFERENCE ONLY

KEYED NOTES

1. CORRELATION PIT
2. CONVEYOR
3. TRENCH DRAIN
4. TRENCH EXIT, SEE EQUIPMENT DRAWINGS
5. TYPICAL STEEL COLUMN, SEE STRUCTURAL DRAWINGS

FLOOR PLAN LEGEND

- NON - INSULATED NEW WALLS AND PARTITIONS
- INSULATED NEW WALLS AND PARTITIONS
- 101A — DOOR IDENTIFIER
- ROOM NAME / 101 — ROOM IDENTIFIER
- W8P — WALL TYPE INDICATOR
- 10 — WINDOW TYPE INDICATOR

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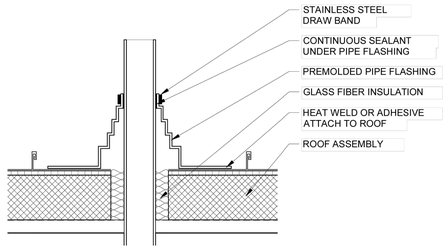
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
FLOOR PLAN

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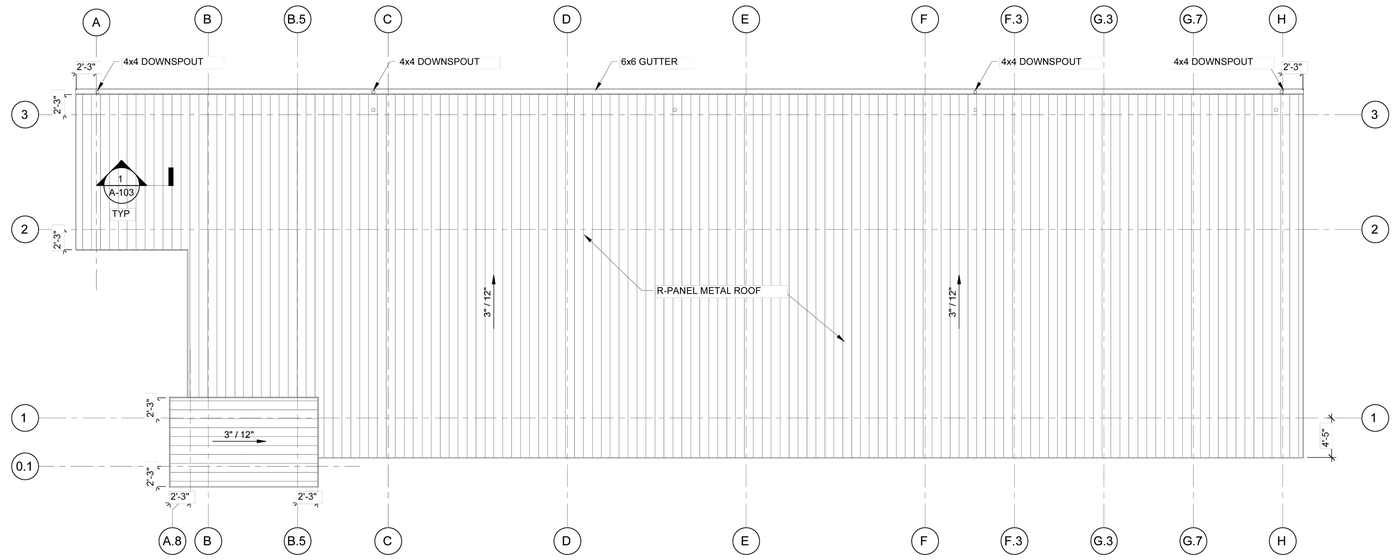
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1 TYPICAL PENETRATION DETAIL

1 1/2" = 1'-0"



ROOF PLAN

1/8" = 1'-0"

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CHECKED BY: EJG
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BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
ROOF PLAN

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Aluminum - Tubelite
Entry Door/Window Frame

GRAY Metal Paint -
Bay Doors/Service Doors/Downspouts

QT BubbleBath
Material Samples
Prepared by: QuikTrip

RED Metal Paint -
Roof

EIFS - ICICLE
STO - A100G - Building

Stacked Stone - Almond Taupe -
Quality Stone Veneer - Building Tower
Physical Sample to be provided by Manufacturer

EIFS - AFRICAN GRAY
STO - A100G - Building

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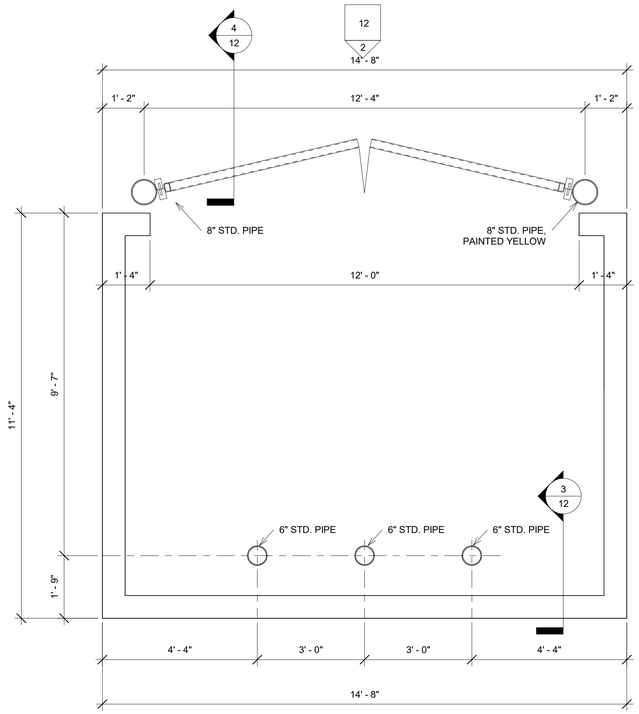
BUBBLE BATH CAR WASH
STATION 60 FILING NO. 2, LOT 4
AURORA, CO 80011
MATERIALS BOARD

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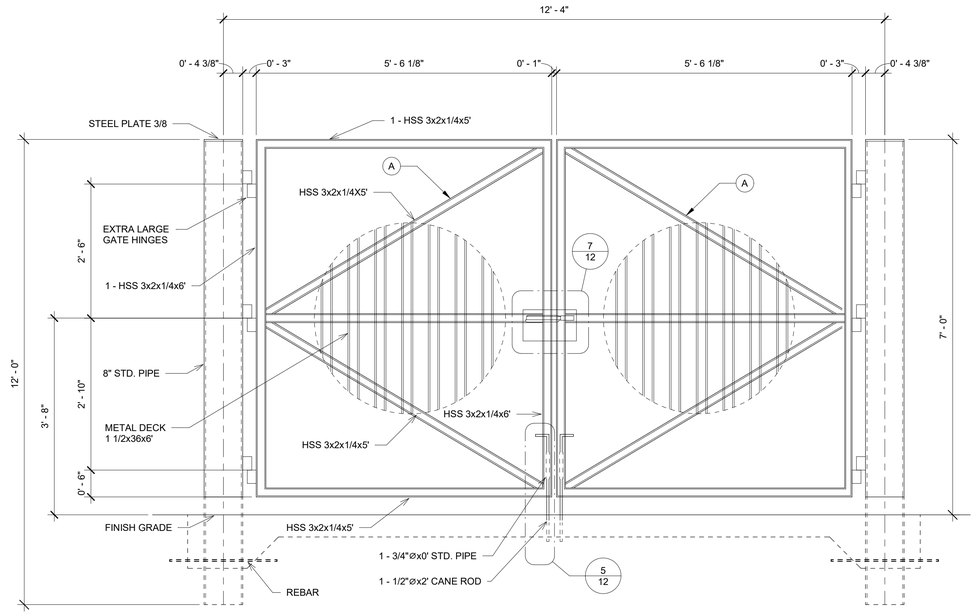
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096888060

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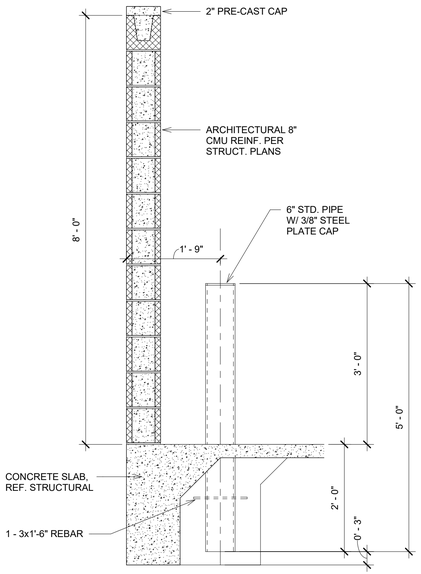
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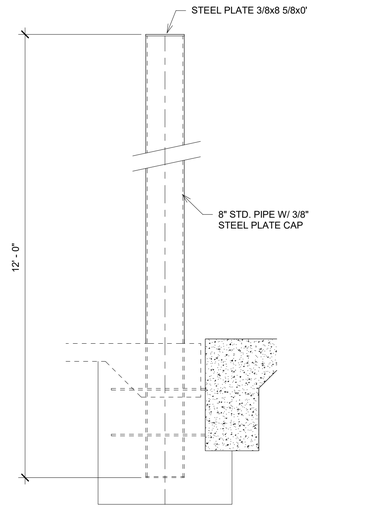
1 TRASH PLAN
1/2" = 1'-0"



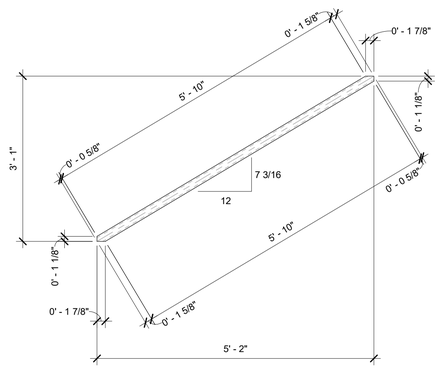
2 DUMPSTER ENCLOSURE FRONT VIEW
3/4" = 1'-0"



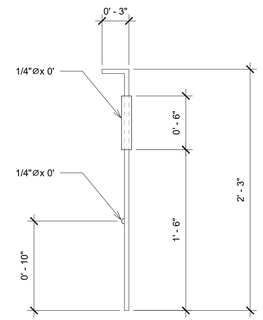
3 DUMPSTER ENCLOSURE SECTION 2
3/4" = 1'-0"



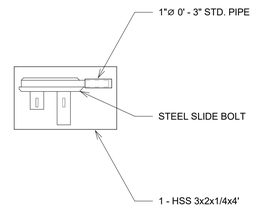
4 DUMPSTER ENCLOSURE SECTION
3/4" = 1'-0"



5 DETAIL A
3/4" = 1'-0"



6 DETAIL B
1 1/2" = 1'-0"



7 DETAIL C
1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

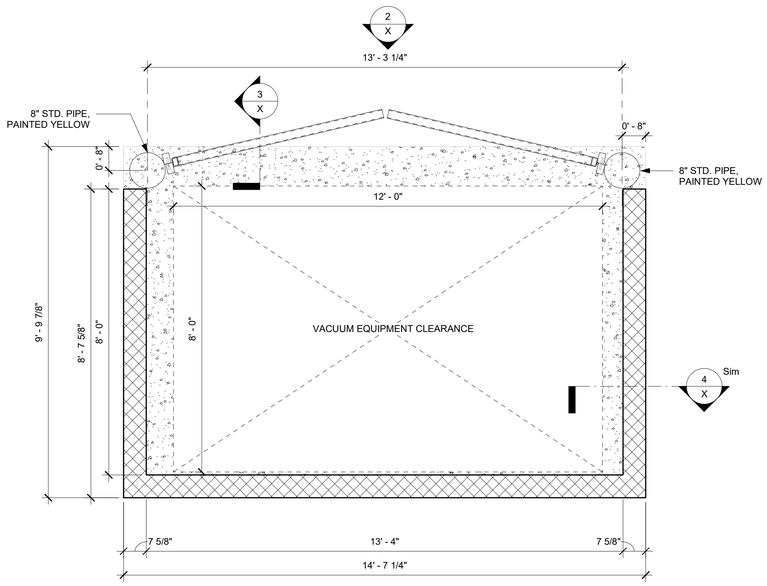
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

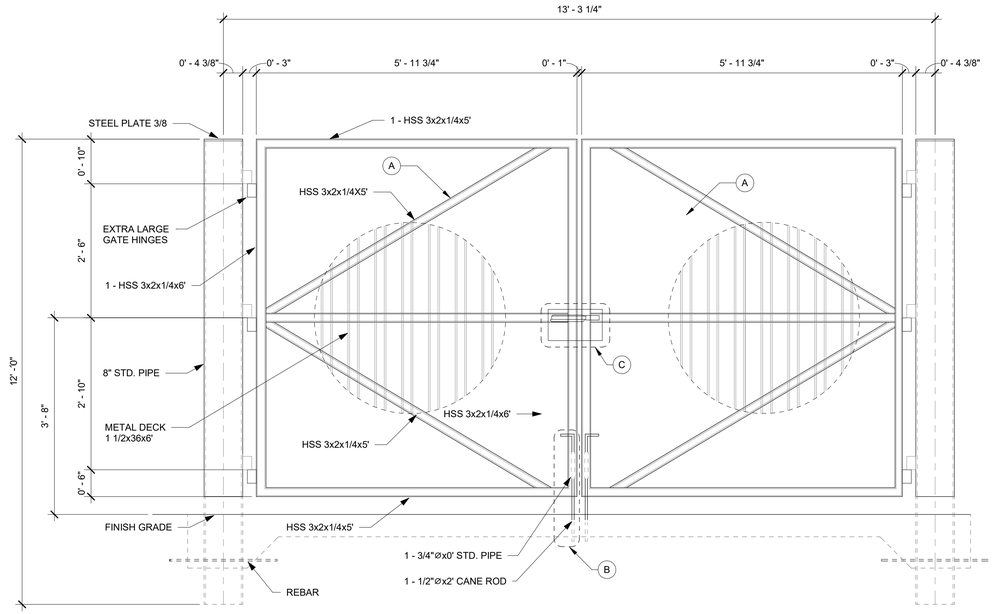
TRASH ENCLOSURE

12



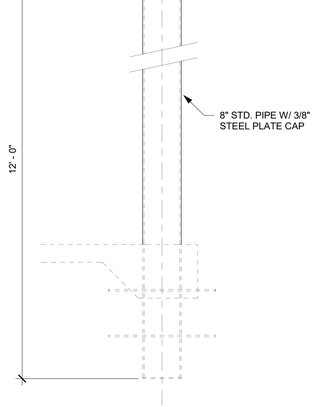
1 VACUUM ENCLOSURE PLAN

SCALE: 1/2" = 1'-0"



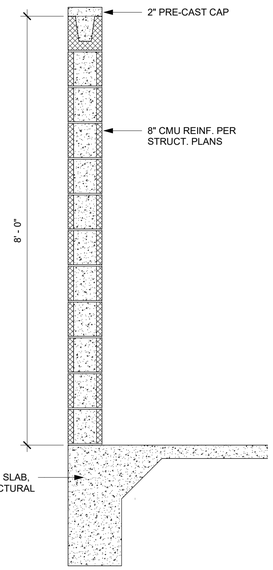
2 FRONT VIEW

SCALE: 3/4" = 1'-0"



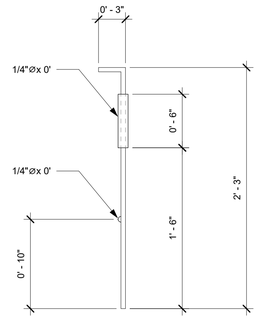
3 VACUUM ENCLOSURE SECTION

SCALE: 3/4" = 1'-0"



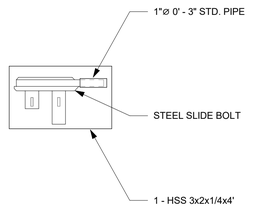
4 VACUUM ENCLOSURE SECTION 2

SCALE: 3/4" = 1'-0"



5 DETAIL B

SCALE: 1 1/2" = 1'-0"



6 DETAIL C

SCALE: 1 1/2" = 1'-0"

THE BUBBLE BATH CARWASH

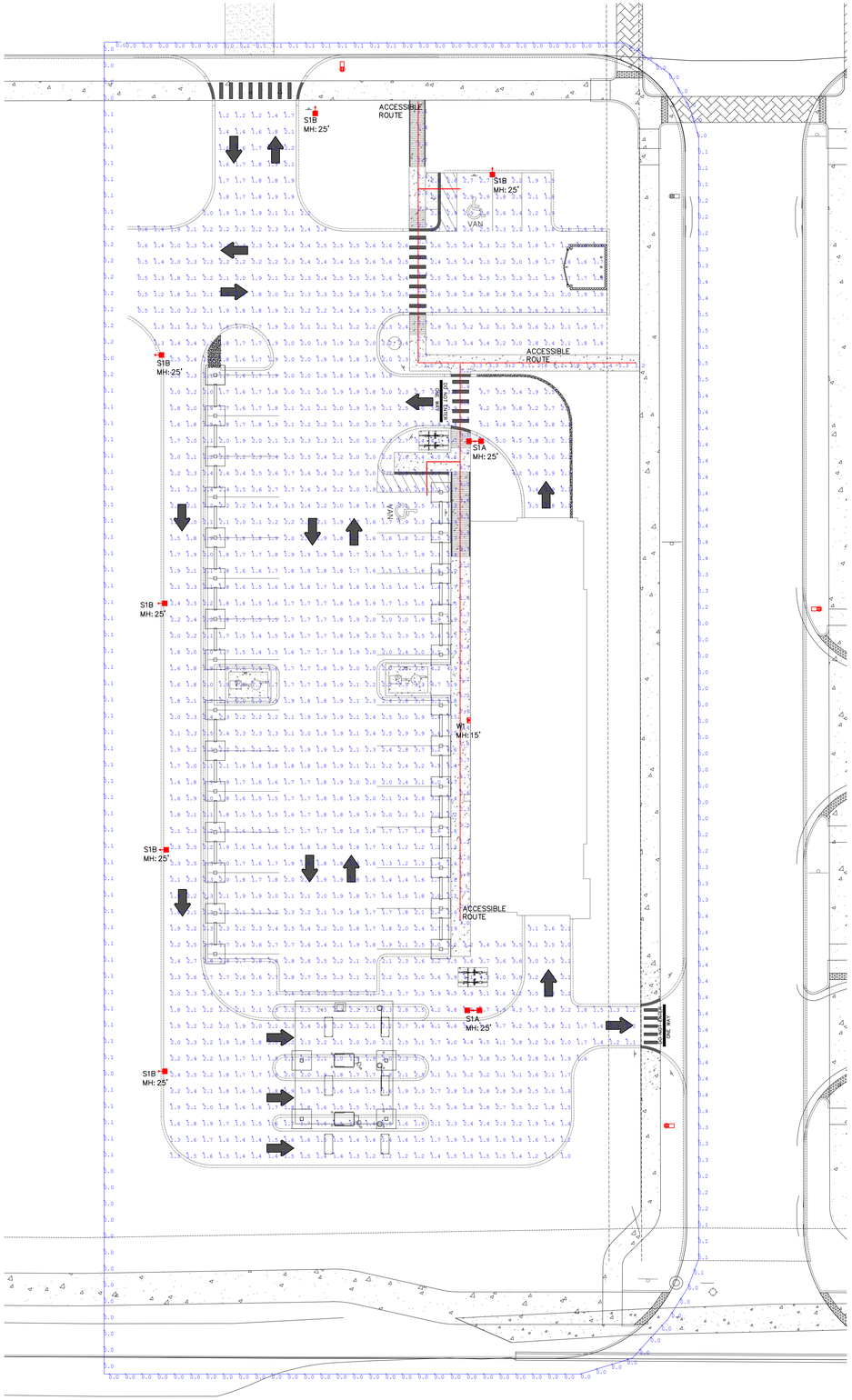
BUBBLE BATH

STATION 60 FILLING NO. 2, LOT 4
AURORA, CO

PROJECT DATE: AUGUST 28, 2024
PROJECT MANAGER: JR
PROJECT TEAM: LIQUE DESIGN STUDIO

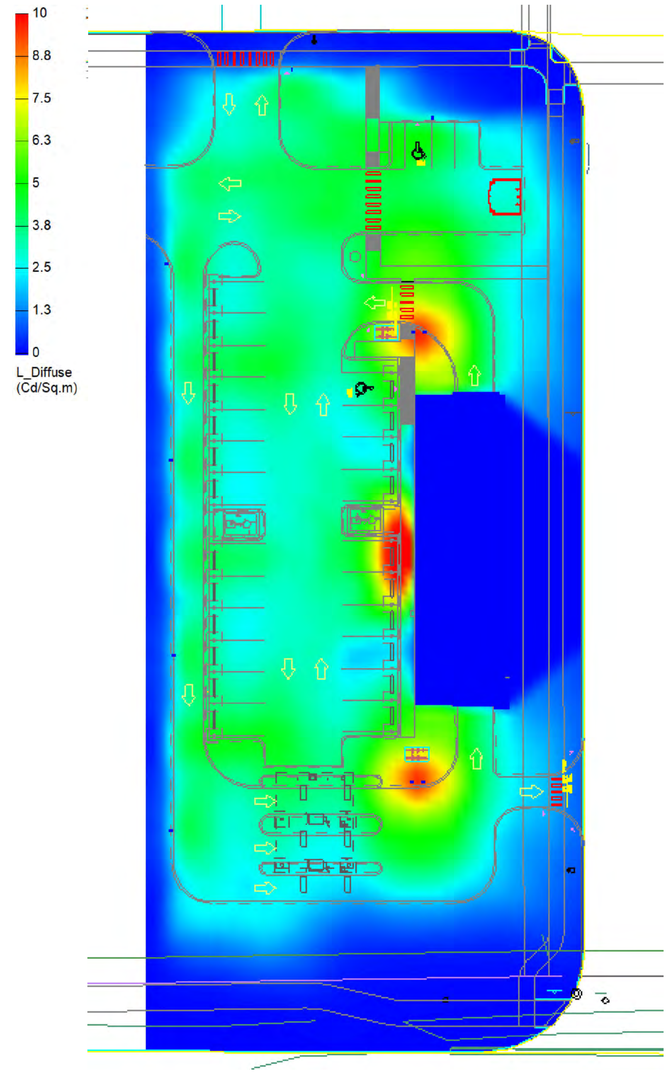
VACUUM ENCLOSURE PLAN & DETAILS

13



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Accessible Route	Illuminance	Fc	3.62	8.4	1.0	3.62	8.40
Accessible Route 2	Illuminance	Fc	2.35	3.3	1.1	2.14	3.00
Site_Planar	Illuminance	Fc	2.24	7.5	0.5	4.48	15.00
Trespass	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.

Fixture Type	Reference Image	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
FIXTURE TYPES								
S1A		Double Head Area/Site Luminiare	0-10V	CLI NV1-T4-32L-1-40K	2 - Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Double head @ 180° mounted on 25' pole.
S1B		Area/Site Luminiare w/ HSS	0-10V	CLI NV1-T4-32L-1-40K-HSS	Integrated LED Module, 4000k, 8238lm,Type 4 Forward, w/HSS, 70 CRI	UNI	100	Mounted on 25' pole.
W1		Wall Pack	0-10V	CLI NV-W-T4-32L-1A-40K	Integrated LED Module, 4000k, 11426lm,Type 4, 70 CRI	UNI	100	Mounted at 25'-0" AFG.



1 LIGHTING & PHOTOMETRIC DRAWING
1" = 20'-0"

CLI Design
Los Angeles , Miami & New York
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
0.		08.29.2024

CARWASH
AURORA, CO

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING INC. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING & PHOTOMETRIC DRAWING

Scale	Date
AS SHOWN	29.29.2024
Drawn By	Checked By
M.CH	I.D.

Job No.

Sheet No.
14

Planning and Business Development
City of Aurora
Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
phone 303.739.7000
AuroraGov.org

September 19, 2025

Andrew Lundberg
Kimley-Horn and Associates, Inc.
2 N Nevada Ave. Ste. 900
Colorado Springs, CO 80903

Re: **Fourth Submission Review:** Bubble Bath Car Wash at Station 60– Site Plan and Conditional Use
Application Number: DA-2274-07
Case Numbers: 2024-6027-00, 2024-6027-01

Dear Andrew Lundberg:

Thank you for your fourth submission, which we started to process on June 24th, 2025. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since only minor issues remain this application qualifies for technical review of subsequent submittals. Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

Your tentative Planning Commission hearing date is currently scheduled for October 22nd, 2025. Please remember that all abutter notices must be sent and the site notice sign(s) must be posted at least 10 days prior to the hearing date. These notifications are your responsibility and the lack of proper notification will cause the hearing date to be postponed. It is important that you obtain an updated list of adjacent property owners from the county before the notices are sent out. Take all necessary steps to ensure an accurate list is obtained.

Projects that have gone one year without a submission will be considered inactive and require a 25% restart fee to be reactivated. After 18 months of inactivity, projects that are not reactivated will be closed and retired.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7209 or sgubrud@auroragov.org.

Sincerely,
Stephen Gubrud
Stephen Gubrud, Planner II
City of Aurora Planning Department

cc: Jeremy Weber, Evergreen Devco, Inc.
Brit Vigil, ODA

Fourth Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Revise Electronic Message Boards to be Located on Monument Signage. Provide Monument Sign Elevations and add Area Totals to Site Data Block.
- Show Amenitization Features Within Patio Area.
- Address Landscape Comments Regarding Screening of Trash Enclosure

PLANNING DEPARTMENT COMMENTS

1. Community Questions, Comments, and Concerns

1A. No neighborhood comments have been received since the initial application submittal. Therefore, a neighborhood meeting will not be required at this time.

1B. Please see updated comments from Xcel Energy following city review comments.

2. General Planning Comments

Site Plan

Sheet 1

2A. Add title in bold letters at top of cover sheet per Site Plan Manual specifications: **Bubble Bath Car Wash at Station 60 - Site Plan and Conditional Use**

2B. Advisory note: Planning highly recommends inclusion of placeholder data and design for monument signage. Addition of monument signage after site plan approval would require an amendment to the site plan.

3. Streets and Pedestrian Comments

Site Plan

Sheet 2

3A. Patio area must be amenitized, please add at a minimum some form of bench/table seating and trash receptacle. Please add amenity details to detail sheet(s).

4. Architectural and Urban Design Comments

Site Plan

Sheet 8

4A. Planning requests you include a modified version of the Facade Character Elements table shown in: https://aurora.municipal.codes/UDO/146-4.8.7.D.3 (Table 4.8-8) on the elevation sheets. Please check off which features are being utilized for each facade.

4B. Use of Electronic Message Boards (EMBs) is limited to monument signage. Please review EMB requirements at: https://aurora.municipal.codes/UDO/146-4.10.7

4C. For pay station canopy, please include a detail/elevation showing this structure and indicating what materials/ colors will be used.

4D. Please label building elevations as North, South, East and West.

5. Landscaping Issues (Kelly Bish | 303.739.7189 | Kbish@auroragov.org | Comments in bright teal)

Sheet 6

5A. Mugo pine will take over 10 years to grow to any significant size and height. The trash enclosure requires a plant that will grow taller within a few years. Use Fastigiata Spruce, 15' tall x 5' wide or a Columnar Austrian Pine 12' x 4'. Something similar. The ground cover type plants are fine, but will not provide any screening despite the enclosure itself.

5B. Indicated shrub removed – no longer there.

5C. **Repeat comment:** What is this box? It is not provided on any of the other sheets.

5D. This bike rack should be shifted adjacent to the sidewalk so that cyclists are not walking through an uneven surface to access the bike rack.

5E. Yucca should not be located near pedestrian areas (see all instances).

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

6. Civil Engineering (Moustapha Agrignan| 303.739.7420 | magrigna@auroragov.org | Comments in green)

6A. Approved, no further comments at this time.

7. Traffic Engineering (Jason Igo | 303-739-1792 | JIgo@auroragov.or | Comments in orange)

Traffic Letter

Sheet 4

7A. Thanks for referencing the indicated assumption. This was very helpful.

7B. Tunnels were slightly higher with 39 vehicles. It would be good to go with the conservative number due to AM and daily trips are based on the PM peak. The tunnels have more studies to it as well.

8. Aurora Water (Jennifer Wynn | 734.258.6523 | jwynn@auroragov.org | Comments in red)

Sheet 1

8A. Advisory Comment: Drainage report must be approved before the site plan can be approved.

Sheet 4

8B. Include easement process RSN or state that it will be submitted via separate document.

9. PSCo / Xcel Energy (Donna George | 303.571.3306 | donna.l.george@xcelenergy.com)

9A. Public Service Company of Colorado (PSCo) owns and operates existing overhead electric distribution facilities that are being replaced by underground electric distribution facilities, and, planned underground electric distribution facilities along the east property line.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via www.xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements will need to be acquired by separate document for new facilities (i.e. transformer) – be sure to have the Designer contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

10. Buckley Space Force Base (Porter Ingrum | 303.668.2510 | robert.ingrum@spaceforce.mil)

10A. No further comments at this time.

Friday, October 31, 2025

Via Electronic Mail: jbatchel@aurorgov.org

City Manager, Jason Batchelor

15151 E Alameda Parkway, Aurora CO 80012

CITY OF AURORA – APPEAL OF CONDITIONAL USE APPROVAL

Project No. 1800993 – "Bubble Bath Car Wash / Station 60"

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

Dear Mr. Batchelor:

This letter constitutes an appeal of the Commission's acceptance of the Application for Project No. 1800993, QuikTrip's Conditional Use for its "Bubble Bath" conveyor car wash and is timely pursuant to section 146-5.3.13 of the Aurora Unified development Ordinance (the "Code").

In contrast to the Planning Commission's finding, you will see that the applicant did not, in fact, meet all applicable review criteria and therefore the Commission erred in accepting the Application. The following narrative discusses the violation of multiple Code sections and details significant inconsistencies with the City of Aurora's Comprehensive Plan. In short, we respectfully request that the City Council reconsider and reject the Application.

1. Introduction and Standing

Pursuant to Aurora Municipal Code (AMC) §146-5.3.11, this memorandum constitutes a formal appeal of the Planning and Zoning Commission's approval of the Conditional Use application for the proposed "Bubble Bath Car Wash / Station 60," Project No. 1800993. As the owner and operator of Gleam Car Wash, an adjacent small business, I am an affected party with standing to appeal this decision. The proposed use will have significant adverse impacts on the surrounding neighborhood and the long-term economic, design, and environmental integrity of East Colfax.

See SUPPLEMENTAL ARGUMENTS (BELOW, starting page 3) REGARDING STANDING TO APPEAL

2. Grounds for Appeal

A. Procedural Error – UDO 146-5.3.1 (First Review Neighborhood Meeting)

The Planning Director erred in determining that a First Review Neighborhood Meeting was not required. The proposed change in use from standard retail/fuel to a conveyor car wash introduces new and unanticipated impacts—traffic intensity, noise, and substantial water demand—requiring neighborhood input under UDO 146-5.3.1(A) and (C)(3). In fact, neighbors who walk past the parcel every day stated in letters to City Council that they were unaware and not notified of the posting.

B. Potential Violation – UDO Section 146-5.3.9 (C)(D)

The Applicant has multiple violations of several sections of the abovementioned code, including failure to maintain public improvements for which it is contractually responsible (such as a streetlight on Norfolk) which together constitute an ongoing failure to comply with relevant ordinances and obligations. Additionally, the Applicant is *not* in compliance with multiple representations made at multiple public hearings and meetings relevant to the Station 60 Redevelopment.

C. Non-Compliance with Conditional Use Standards – UDO 146-5.4.3(B)(2)(C)

The use does not satisfy the mandatory finding that a conditional use must be 'compatible with the surrounding neighborhood and consistent with the Comprehensive Plan.' Six car washes already exist on Colfax, 3 within walking distance (under ½ mile). The proposed facility adds redundancy, conflicts with Aurora Places' intent to diversify land uses along Colfax, and fails to meet design and performance expectations.

D. Design Non-Conformance – Lack of Four-Sided Architecture - Chapter 146 Design Standards

Chapter 146 Design Standards require 'four-sided architecture' and articulation of facades visible from side roads and other developments. The tunnel exit (north) elevation facing new residential units is unarticulated, it is a flat stucco wall with no material change, and has control joints as design. The west elevation (Rear) is flat and unbalanced with the east elevation, lacks windows, articulation and any design. The drive aisle and queue lane visible from Colfax is not properly screened and the reference that landscaping will acceptably screen this area is insufficient and misapplied. This orientation was not allowed when I planned my development; consequently all four sides of my car wash had to conform to these standards. Why would this same standard not be applied to Bubble Bath QuikTrip? The 40-foot tower element is disproportionate and inconsistent with the surrounding area, the tower's massing is unbalanced and unattractive, 10' base, 13' roof (mid), 17' of tower, both the tower and the building placement/orientation would not be allowed in similar MU zones or by previous planning commissions. The tunnel exit points cars directly at the newly-constructed multifamily development just north of the site and will create large amounts of noise directed at residents.

E. The Use is Inconsistent with the Comprehensive Plan ("Aurora Places")

The proposed QuikTrip Bubble Bath Car Wash conflicts with multiple policies and core principles of the Aurora Places Comprehensive Plan. Specifically, it undermines the Plan's vision for "A Strong Economy," "A Thriving Environment," and "Complete Neighborhoods," each of which establishes that future development along major corridors—particularly East Colfax—should promote economic diversity, urban design quality, and long-term environmental stewardship.

1. Conflict with Economic and Land Use Policy

Aurora Places calls for redevelopment that creates "a greater variety of neighborhood experiences to attract employers and support new, higher-paid jobs." (Ch. 2, p. 6). The proposed car wash does the opposite: it adds a redundant, low-wage, and low-tax-generating use to an already saturated corridor, displacing opportunities for small-scale commercial or mixed-use developments that could generate sustained sales tax revenue and employment diversity.

The Plan explicitly cautions that Aurora's long-term fiscal health depends on supporting land uses that strengthen the City's tax base. Car washes are service uses that do not contribute sales tax revenue, yet they consume significant infrastructure resources—including water, wastewater, and road capacity. The result is fiscally inefficient land use, directly contrary to Aurora Places fiscal health principles (Ch. 2, p. 14).

2. Conflict with Environmental Stewardship Goals

Aurora Places emphasizes careful stewardship of natural resources, calling for "integration of water and land use planning" to conserve resources and enhance the reliability of water infrastructure (Ch. 2, p. 13). The Bubble Bath facility's reverse osmosis (RO) system rejects approximately 400 gallons of water for every 200 gallons of product water, discharging thousands of gallons of potable water daily into the sanitary system. This wasteful process fails to meet the intent of Aurora's water conservation policies and the Plan's directive for sustainability-oriented development.

3. Incompatibility with Community Design and Neighborhood Vitality

The Comprehensive Plan promotes "complete neighborhoods"—defined as places that are walkable, visually appealing, and contextually integrated. The proposed car wash reinforces an auto-oriented, transient "travel center" character rather than contributing to a vibrant, mixed-use corridor. Its design—blank walls, oversized tower, exposed vacuum producers, and large illuminated signage—conflicts with Aurora Places' call for "distinctive, high-quality design that enhances the character of corridors and centers." (Ch. 5, p. 30).

4. Conclusion

In sum, the QuikTrip Bubble Bath car wash is inconsistent with the Comprehensive Plan's economic, environmental, and design goals. It represents a short-term, low-value development pattern that perpetuates the very conditions Aurora Places seeks to change along Colfax. Approving this use undermines both the City's fiscal resilience and its commitment to sustainable growth, and therefore the conditional use must be denied as inconsistent with the Comprehensive Plan under UDO §146-5.4.3(B)(2)(C).

3. Findings of Fact and Supporting Evidence

A. Oversaturation and Market Impact

The International Carwash Association recommends spacing new conveyor washes 2–3 miles apart. The proposed site sits less than ½ mile from an existing conveyor wash and within a corridor already containing six car washes. Allowing another identical use undermines small, locally owned operators and contradicts the intent of the 'conditional' review process—to evaluate whether a use is appropriate in a specific location at this time.

B. Water Efficiency and Reclaim Misrepresentation

Aurora Water requires that car washes reclaim at least 75% of their tunnel water. The issue is not whether reclaim equipment exists, but how water is actually deployed. The Bubble Bath design includes a reclaim system with no sand filtration. While the tunnel recirculation technically meets the 75% figure, the facility's 500-gallon reverse osmosis (RO) system generates significant reject water—approximately 400 gallons of waste for every 200 gallons of spot-free product water given Aurora's incoming hardness of 11–14 grains. This reject stream is discharged to the sanitary system and not reused, substantially reducing actual site-wide water efficiency below the 75% reclaim threshold and contradicting the intent of Aurora's conservation goals.

C. Economic and Community Impacts

National chains like QuikTrip and Cobblestone employ pricing strategies that local operators cannot match, offering months of free washes followed by months of discounted memberships to capture market share. Such practices amount to predatory pricing, erode neighborhood economic diversity, and risk creating future vacancies and blight if local small businesses close. Predatory pricing contradicts the Comprehensive Plan's emphasis on promoting entrepreneurship; yet during its testimony in the Planning Commission hearing QuikTrip mentioned that they routinely engage in predatory pricing relative to their car washing services.

One generic example of predatory pricing: if I owned a sports bar and a new sports bar opens up ½ mile away, that is ok. But if this new sports bar gave away drinks and food for free for 3 months, then offered $1 shots, $.50 beers and half off food for another six months my sports bar would fail.

QuikTrip's institutionalized example of predatory pricing: "qtrewards" whereby they reward customers of their core services (convenience store and fueling station) with discounted car washing services.

4. Conclusion and Requested Action

For the reasons stated above—procedural errors, noncompliance with conditional use standards, design deficiencies, and failure to achieve true water efficiency—the Planning Commission's approval of Project 1800993 should be reversed under UDO 146-5.3.11 (B) In the alternative, the City Council should remand the matter to the Planning and Zoning Commission for further review, requiring:
- A properly noticed First Review Neighborhood Meeting,
- A full water-use analysis including RO reject volume, and
- Revised site elevations compliant with Aurora's four-sided architectural standards.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner, ebaratta@gleamcarwash.com, 720-346-4113

SUPPLEMENTAL ARGUMENT – INTERPRETATION OF "ADJACENT"

Filed in support of: Appeal of Conditional Use Approval – Project No. 1800993 ("Bubble Bath Car Wash / Station 60")

Filed by: Emilie Baratta, Gleam Car Wash – Adjacent Business Owner

1. Introduction

The term "adjacent" as used in Aurora's Municipal Code and in planning practice should not be narrowly interpreted to require that two properties share a common boundary line. In land use and statutory interpretation, "adjacent" commonly means nearby, neighboring, or in close proximity—not necessarily contiguous. This interpretation is consistent with both dictionary definitions and legal precedent across Colorado.

2. Common Dictionary Definitions

• Merriam-Webster defines "adjacent" as "not distant: nearby."
• Black's Law Dictionary (11th ed.) defines "adjacent" as "lying near or close to; neighboring but not necessarily touching."
• The Oxford English Dictionary defines "adjacent" as "next to or very near; adjoining or contiguous."

Each of these authorities recognizes proximity—not physical contact—as the operative principle.

3. Colorado and Planning Usage

In Colorado, both courts and local governments interpret "adjacent" broadly when it appears in land use, zoning, and notice provisions. Similar municipal provisions require notice to "owners of property adjacent to or within a certain distance of the property affected." This distinction demonstrates that the term "adjacent" refers to nearby properties that could be affected, not just those with common boundaries.

The Colorado Court of Appeals has likewise found that proximity and the potential for impact—rather than shared property lines—determine whether a property owner has standing to appeal a land use decision.

Moreover, the City of Aurora's own notification practices support this interpretation: public hearing notices regularly include property owners within 1,000 feet of a proposed development as "adjacent" or "affected." Since the site at issue is a greenfield site, it's reasonable to extend the 1,000 feet to include impacted residents and businesses, all of which are located further away from the site than they would be in a mature, fully developed neighborhood or shopping district.

4. Policy Considerations

A narrow interpretation of "adjacent" as requiring physical contact would contradict the purpose of Aurora's public notice and appeal provisions, which ensure that individuals and businesses directly affected by a proposed use have an opportunity to be heard. Gleam Car Wash is located within the immediate vicinity of the proposed Bubble Bath Car Wash and is directly impacted by its operations—sharing the same traffic corridor, customer base, and water and wastewater infrastructure.

Even without a common property line, Gleam Car Wash is functionally adjacent under any reasonable interpretation of the term.

5. Impossible Condition

In addition to the four previous arguments, this unique fact pattern also supports the Impossible Condition argument, the premise of which is to provide legal direction when present circumstances are not anticipated by existing law or code. Because this property is a greenfield, and the only property owner who shares a property line is the Applicant, QuikTrip, and that applicant is not going to appeal the Planning Commission's vote, the City must be forced to keep to the spirit of the law and allow concerned and impacted nearby property owners to appeal the Commission's procedurally flawed action.

6. Conclusion

The term "adjacent" should be interpreted to include properties that are nearby, within the area of direct influence, or subject to the impacts of a proposed conditional use. To hold otherwise would defeat the purpose of public notice, limit legitimate participation, and conflict with both plain-language and planning-based interpretations recognized in Colorado and in the Aurora Municipal Code.

Accordingly, for purposes of standing and participation in this appeal, Gleam Car Wash qualifies as an adjacent business within the meaning and intent of Aurora Municipal Code §146-5.3.11.

Respectfully submitted,

Emilie Baratta

Gleam Car Wash – Adjacent Business Owner

ebaratta@gleamcarwash.com

720-346-4113

CITY OF AURORA
Council Agenda Commentary

Item Title: Determination of Candidates to be Interviewed for the Planning and Zoning Commission Vacancy
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/12/2026

2nd 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 requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Planning and Zoning Commission shall exercise the functions and powers and perform the duties assigned to it by this Charter and the ordinances of the City. It shall prepare and submit to Council for its approval a master plan for the physical development of the city; it shall hold hearings relative to zoning and changes in the zoning ordinance and shall make recommendations thereon to Council; and it shall assist Council in considering and recommending a plan for capital improvements. Where not otherwise provided by Charter or ordinance, the Planning and Zoning Commission shall have the power, perform the functions, and follow the procedures set forth in the statutes of the State of Colorado.

The Planning & Zoning Commission is composed of seven (7) members appointed by City Council. Each member is appointed for a term of three (3) years and may serve up to three (3) consecutive terms. Council has sole discretion and final approval concerning appointments. Council may approve an interview and appointment schedule to initiate the interview process for additional applications or appoint a candidate from the applications received to date.

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

The Planning and Zoning Commission has two (2) vacancies. During the December 15, 2025, Study Session, Council supported the reappointment of Melvin Bush to one of the vacancies, and approved the proposed schedule to initiate the interview and appointment process for the remaining vacancy. The online application closed on January 2, 2026. Five (5) applications were received.

Among the applicants were the following:

Robin Becker
Nicholas Richardson
Mariel Coughlin
Stephen Elkins
Allison Spink

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

Who does Council wish to interview for the vacancy on the Planning and Zoning Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter 3-11 and 9-1) The Planning and Zoning Commission shall consist of seven members. All members shall be registered electors for at least one year immediately preceding their appointment. (City Code 106-29) Commission members are appointed for a three year term and may serve up to three consecutive terms. (City Code 2-772 and Resolution R2025-78) (Wood)

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: December 15, 2025

RE: Planning & Zoning Commission Vacancies

Board Member Roster

Name	Term Ends
Melvin Bush (approved for reappointment)	2025
Robert Gaiser	2025
Sonda 'Sunny' Banka	2026
Gayle Jetchick	2026
Becky Hogan	2027
Garrett Walls	2027
Michael Riley	2027

Commission Composition

- **Composition:** Seven (7) members
- **Term Length:** Three (3) year overlapping terms
- **Term Expiration Date:** December 31st
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

References

City Code: https://aurora.municipal.codes/Code/106

Unified Development Ordinance (UDO): https://aurora.municipal.codes/UDO/146-5

City Charter: https://aurora.municipal.codes/Charter/9-5

Online application

Planning & Zoning Commission
Approved Interview & Appointment Schedule

TO: Mayor and Council Members
FROM: Kadee Rodriguez, City Clerk
DATE: December 15, 2025

Planning and Zoning Commission Application open online

12/15/2025	Proposed schedule presented to Council (Study Session)
1/2/2026	Deadline to submit an application
1/8/2026	Deadline for Council Members to submit rankings
1/12/2026	Council determines candidates to be interviewed (Council Meeting)
1/16/2026	Background checks are conducted
1/26/2026	Council interviews candidates (Study Session)
2/9/2026	Council appoints Commissioner (Council Meeting)

Planning And Zoning Commission

Applicant Package - Ward VI

Planning And Zoning Commission - Ward VI

Term 01 Jan 2025 - 31 Dec 2027
Positions Available 2

Number of applicants in this package 1

- SPINK, ALLISON

Received: 9/9/2025
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 9/9/2025
Marcus Bond

Name: SPINK, ALLISON

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

15 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 :

16

Degree(s) Received:

Bachelor's

College(s) Attended:

Binghamton University

Employer Name:

The Holistic Accountant

Employer Address:

4844 S Pagosa Way, Aurora, CO 80015

Current Position:

Owner, Principal Accountant

Years with Current Employer:

1

1.Previous Employer Name:

Project44, Inc.

Position:

Director, Accounting

Years with Previous Employer:

2

Reason for Leaving:

Role offshored to Poland.

2.Previous Employer Name:

Angi, Inc

Position:

VP, Corporate Controller

Years with Previous Employer:

2

Reason for leaving:

Work/life balance

3. Previous Employer Name:

TTEC

Position:

Senior Manager, Accounting

Years with Previous Employer:

8

Reason for Leaving:

Promotion/raise with another company.

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? :

Serve my community. I care about how our city grows and want to be part of responsible, common-sense decisions. Small-business friendly. Streamline where possible so local entrepreneurs can open and expand without chaos. Data-driven & practical. Use facts, site plans, traffic, drainage, fiscal impact, so decisions hold up over time.

List your interests and activities.

:

Reading, philosophy, psychology, physical fitness, AI & automation, family & mentoring.

List licenses, special training and certificates related to this board or that you would like to share with us. :

inactive CPA.

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

No

If yes, please explain. :

NA

Full Name:

Laura Coon

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Edgar Antillon

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

David Smith

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 Planning & Zoning Commission I must meet the following requirements as outlined in Section 146-5.1.2 of the City Code:

• Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Allison Spink

Date:

09/09/2025

Time of Submission: 09/09/25 12:49:20 PM

Attachments

- Allison Spink Resume.pdf

ALLISON SPINK

[redacted]

SUMMARY

Experienced financial executive and CPA (Inactive) with 15+ years of progressive leadership in accounting, financial reporting and corporate finance. Proven track record of building and leading accounting teams, managing multi-entity operations, and streamlining financial systems to ensure compliance and efficiency. Seeking an opportunity where I can bring leadership, compliance excellence, and real-world problem-solving to an entrepreneurial organization.

CORE COMPETENCIES

- Highly self-directed individual
- Self-motivated, proactive, and inquisitive
- Financial Reporting & GAAP Compliance
- Team Leadership & Staff Development
- Cross-Functional Collaboration
- Internal Controls & SOX Readiness
- Budgeting, Forecasting & Audit Management
- Process Automation & System Optimization

SOFTWARE

ERP & Financial Systems: NetSuite, Netsuite ARM, Oracle, Hyperion, LeaseQuery, Salesforce, MRI, Yardi, FloQast, Blackline, Quickbooks Certified
Productivity & Reporting: Microsoft Office Suite, ChatGPT, Co-Pilot, Grok, Workiva

EDUCATION

Bachelor of Science: Accounting, May 2005
State University of New York at Binghamton University

LICENSES

CPA, Inactive (CPA.0029753)

PROFESSIONAL EXPERIENCE

Project44
Director, Revenue
08/2023 to Current

- Lead and manage the revenue recognition processes, including oversight of billing operations.
- Own the monthly and quarterly revenue close process, ensuring completeness, accuracy, and timeliness of revenue reporting.
- Partner with Sales, Legal, and Deal Desk to review customer contracts and provide guidance on revenue treatment.
- Prepare and review revenue-related journal entries, account reconciliations, and analysis.
- Collaborate with FP&A and senior leadership to provide revenue forecasts, insights, and variance analyses.
- Drive automation and process improvement initiatives related to revenue and billing operations.

Angi, Inc.
VP, Controller / Director
07/2021 to 08/2023

- Built and led a high-performing accounting team through educational, structural and system changes.
- Led the accounting team in completion of daily and monthly accounting tasks to ensure compliance with U.S. GAAP.
    - Accounting areas included Revenue, Accounts Receivable, General Ledger, Leases, Equity, Financial Reporting.
- Managed internal and external audits, owning periodic review and year-end audit processes.
- Streamlined accounting operations and systems improving the quality and timeliness of monthly, quarterly, and annual close process.
- Developed recommendations and drove execution on the redesign of core operational processes and systems to achieve dramatic improvements in quality, scalability, and productivity.

TTEC Services Corp, TTEC Digital
Segment Controller / Accounting Manager / Senior Accountant
05/2014 to 07/2021

- Managed a team of 13 employees located in the US, Australia, UK, Dubai and the Philippines.
- Maintained, designed, and implemented internal controls in a growing and expanding business.
- Restructured accounting team, decreasing department costs by approximately $300K.
- Hired and developed a new billing team, decreasing our days to bill and DSO by 10 days.
- Increased efficiency and accuracy of month-end close process.
- Coordinated internal, external and statutory audits.
- Worked collaboratively with various internal departments, including FP&A, Sales and Operations.
- Worked closely with executive leadership to provide support and drive financial results.

Stolle Machinery Company
Senior Accountant
09/2012 to 05/2014

- Prepared month-end journal entries, balance sheet reconciliations and monthly financial statements.
- Provided support for the annual audit and addressed auditor inquiries and information requests.

Dividend Capital Group/Industrial Income Trust
Senior Accountant
09/2009 to 09/2012

- Prepared journal entries and bank reconciliations.
- Supported financial reporting for real estate investment entities.
- Provided support to external auditors during reviews and audits.

PricewaterhouseCoopers – New York, NY
Associate
01/2005 to 08/2007

- Developed analytical and substantive audit procedures in accordance with US GAAP.
- Interacted with clients to ensure that the information flow from the client to the audit team is efficient.
- Reviewed audit work papers to assist in drafting portions of an expert report.

Planning And Zoning Commission

Applicant Package - Ward III

Planning And Zoning Commission - Ward III

Term 01 Jan 2025 - 31 Dec 2027
Positions Available 2

Number of applicants in this package 1

- Becker, Robin

Received: 9/15/2025
Ward III Resident & Registered Voter
Arapahoe County
Vetted: 9/15/2025
Marcus Bond

Name: Becker, Robin

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

2 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 :

19 years

Degree(s) Received:

Bachelor of Art, Master of Art

College(s) Attended:

Metropolitan State University of Denver, University of Auckland

Employer Name:

State of Colorado-AHEC

Employer Address:

1201 5th Street Denver, CO 80217

Current Position:

Senior Campus Planner

Years with Current Employer:

3.5

1.Previous Employer Name:

City of Golden

Position:

City Planner

Years with Previous Employer:

3

Reason for Leaving:

Left for Senior Planner Position

2.Previous Employer Name:

Town of Estes Park

Position:

Town Planner 1

Years with Previous Employer:

2

Reason for leaving:

Left for job with more City and housing planning experience

3. Previous Employer Name:

Good Earth Matters Consulting

Position:

Associate Planner

Years with Previous Employer:

10 months

Reason for Leaving:

Moved back from overseas

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? :

I would like to be involved in my community and give back via my time and use my subject matter expertise in Aurora. I am interested in local land use planning projects and have professional Planning Commission experience from my previous roles. Also I am an urban planning enthusiast/nerd outside my day to day job. Every year I apply for this so who knows maybe this is the year I get a chance to give back and leave my community better than I found it.

List your interests and activities.

:

Backpacking, hiking, embroidery, transit museum volunteer, gardening, RV/camping, yoga, and skiing

List licenses, special training and certificates related to this board or that you would like to share with us. :

Graduate-Downtown Denver Leadership Program Class 2024 APA Colorado and APA National Member Downtown Denver Partnership-Planning and Community Impact Committee City of Golden Liaison Hunger Free Golden/Jefferson County Food Policy Council APA Great Places in Colorado Inaugural Committee Chair

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

No

If yes, please explain. :

N/A

Full Name:

Theresa Worsham

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Brittany Hathaway

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Dr. Elizabeth McClellan Ribble

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

Word of Mouth;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 Planning & Zoning Commission I must meet the following requirements as outlined in Section 146-5.1.2 of the City Code:

• Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Robin Becker

Date:

09/15/2025

Time of Submission: 09/15/25 12:50:18 PM

Attachments

- _RESUME 09.2025 RCB.docx.pdf

Robin Becker

Senior Campus Planner

[redacted]

CAREER HISTORY

Senior Campus Planner

AHEC, State of Colorado 04/2022 – Current

- Implement the newly adopted 2024 Auraria Campus Framework Plan, including providing updates and maintaining other supporting plans (infrastructure, maintenance and other strategic plans). Facilitate support with and among the campus institutional entities for the ongoing implementation of and adherence to the Campus Framework Plan, the Campus Strategic Plan, and other planning initiatives. Provide ongoing support to the institutions as they develop their planning models, offering expert guidance on the integration of their projects into the Campus design
- Supervise and provide direction to various planning committees, including Executive leadership on any planning initiative associated with shared facilities on campus. Direct and lead the Design Review Teams/Boards on review of all campus projects, as required, ensuring compliance with processes and development of final reports for the Auraria Board of Directors. Provide leadership to the tri-institutional Campus Planning Committee, ensuring continuity and communications on all initiatives
- Collaborate with City of Denver Community Planning and Development and DOTI departments on joint projects and other campus needs. Facilitate support for the implementation of campus initiatives and projects with surrounding neighborhood groups and local entities including DDP, CDOT, Office of State Architect, SHF, Xcel, Denver Water, FRPR, and RTD
- Administer State Historic Fund Competitive Grant awards on the Auraria Campus for current and future projects including 9th Street Historic Park and St. Cajetan's. Aid project management team on monitoring submittal deadlines and ensuring the development of associated materials and data collection
- Manage and coordinate consultants retained to provide planning support services such as traffic/parking studies, land/space utilization, program plan development, etc. Ensure compliance with scopes of work, deadlines, and state reporting
- Engineer databases utilized for planning, including infrastructure information, space inventories, general building information, etc., ensure the ongoing accuracy of the data. Maintain accurate records and files of all documents related to planning, including property files and easement filings
- Principal authority on campus-wide signage, planning issues and development opportunities, review requests and other submittals, and render decisions on approvals

City Planner

City of Golden, Golden CO 04/2019 – 04/2022

- Lead for land use recommendations for zoning administration, Historic Preservation Board, Planning Commission, and City Council in accordance with the comprehensive plan and zoning ordinances
- Authored Zoning Code updates to implement new form based code
- Utilized public outreach software to interact, gather and analyze community data

Town Planner

Town of Estes Park, Estes Park CO 03/2017 – 04/2019

- Reviewed development proposals and residential/commercial building permits for conformance with codes, plans, and regulations
- Prepared and presented detailed reports on development proposals to governing bodies including Planning Commission, Town Board, and Board of County Commissioners
- Evaluated and processed applications for rezoning, development plan review, variances, temporary use permits, and code amendments

Associate Planner

Good Earth Matters Consulting, Palmerston North, New Zealand 08/2015 – 05/2016

- Guided private clients through local and regional planning legislation for development
- Prepared statutory documentation, resource consent applications, and environmental effects assessments
- Supervised ongoing analysis of statutory documents

Strategic Planning Intern

Asset Development Group Housing New Zealand Corporation, Auckland, New Zealand 11/2014 – 11/2015

- Developed a GIS-based map of social infrastructure covering all of New Zealand
- Contributed to cross-departmental asset development team and focused on the improvement of information utilized for federal investment funding

EDUCATION

Master of Urban Planning I Honors I The University of Auckland 2014 – 2016

BA Gender and Women's Studies I Honors I Metropolitan State University of Denver 2009 – 2013

MEMBERSHIP AND VOLUNTEER WORK

Graduate-Downtown Denver Leadership Program Class 2024

APA Colorado and APA National Member

Downtown Denver Partnership-Planning and Community Impact Committee

City of Golden Liaison Hunger Free Golden/Jefferson County Food Policy Council

APA Great Places in Colorado Inaugural Committee Chair

REFERENCES, SKILLS, INTERESTS

Theresa Worsham - [redacted]

Brittany Hathaway-[redacted]

Dr. Elizabeth McClellan Ribble-[redacted]

Microsoft Suite, Mentimeter, Adobe Suite, Accela, Bluebeam, AutoCAD, Archibus

Backpacking, hiking, embroidery, transit museum volunteer, gardening, RV/camping, yoga, and skiing

Planning And Zoning Commission

Applicant Package - Ward VI

Planning And Zoning Commission - Ward VI

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 2

Number of applicants in this package 1

- Coughlin, Mariel

Received: 10/22/2025
Ward VI Resident and Registered Voter
Arapahoe County
Vetted: 10/22/2025
Marcus Bond

Name: Coughlin, Mariel

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

2

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 :

4

Degree(s) Received:

bachelors in economics

College(s) Attended:

CSU Sacramento

Employer Name:

Bryan Construction

Employer Address:

7807 E Peakview #150 Centennial, CO 80111

Current Position:

Assistant Project Manager

Years with Current Employer:

3

1.Previous Employer Name:

Triplette Wellman

Position:

Field Project Engineer

Years with Previous Employer:

3

Reason for Leaving:

relocated to Colorado

2.Previous Employer Name:

Kodiak Roofing

Position:

Office Project Engineer

Years with Previous Employer:

4

Reason for leaving:

Relocated to Oregon

3. Previous Employer Name:

n/a

Position:

n/a

Years with Previous Employer:

n/a

Reason for Leaving:

n/a

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? :

To become more involved in my community

List your interests and activities.

:

Construction, reading, pugs, Olympic weightlifting

List licenses, special training and certificates related to this board or that you would like to share with us. :

OSHA 30, CPR, ICRA, Lead and Asbestos

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

No

If yes, please explain. :

no

Full Name:

Scott Robertson

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Patrick Moody

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Scott Hughes

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

City Publication (i.e. News Aurora or This is Aurora)

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 Planning & Zoning Commission I must meet the following requirements as outlined in Section 146-5.1.2 of the City Code:

• Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Mariel Coughlin

Date:

10/22/2025

Time of Submission: 10/22/25 3:50:21 PM

Attachments

- Mariel Coughlin - Updates.pdf

Mariel Coughlin

[redacted]

[redacted]

Certifications;

- CSU Sacramento Bachelor's in Economics
- OSHA 30 Certified
- ICRA Certified
- Asbestos and Lead certification

Job History;

2016-2020 Kodiak Roofing – Project Engineer

- Submittals
- RFI's
- Document Control
- Meeting Minutes
- Closeouts
- Translations to Spanish – fluent in Spanish and English

2020-2022 Triplett Wellman - Project Engineer

- Daily Logs
- Procurement Tracking
- Safety Meetings
- Coordinating deliveries
- RFI/Submittal tracking
- Sharefile

2022-2025 Bryan Construction – Assistant Project Manager

- ASTA scheduling
- Project management TI projects
- Change Orders
- Estimating
- Contracts
- Billing
- Procore
- OAC Meetings Minutes
- Budgeting
- SAGE
- Bluebeam
- Building Connect

Planning And Zoning Commission

Applicant Package - Ward I

Planning And Zoning Commission - Ward I

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 2

Number of applicants in this package 1

- Elkins, Stephen

Received: 11/8/2025
Ward I Resident and Registered Voter
Arapahoe County
Vetted: 11/12/2025
Marcus Bond

Name: Elkins, Stephen

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

2020-2023 (3 years) / (July 2024 to Present)

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 :

6

Degree(s) Received:

Master of Community and Regional Planning / Bachelor of Arts

College(s) Attended:

University of New Mexico / Indiana University

Employer Name:

Prime Data Centers

Employer Address:

3660 Blake St., Ste. 600, Denver, 80205

Current Position:

Product Development Manager

Years with Current Employer:

1.5

1.Previous Employer Name:

Boone County Area Plan Commission

Position:

Executive Director

Years with Previous Employer:

1

Reason for Leaving:

I left this position to return to Aurora.

2.Previous Employer Name:

City and County of Denver

Position:

Associate Development Project Administrator

Years with Previous Employer:

3

Reason for leaving:

I left this position for a promotion and to be near my aging grandmother.

3. Previous Employer Name:

City and County of Denver

Position:

Senior City Planner / Associate City Planner

Years with Previous Employer:

5

Reason for Leaving:

I left this position to transfer from minor project review to major project review.

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? :

I desire this appointment because I believe my unique background in commercial real estate development and as a development review planner will be an asset to the Planning and Zoning Commission. Since April 2024, I have worked in the data center industry working in pre-construction focused on entitlement, budgets, and schedules from land acquisition through construction. I have over 10 years of public sector planning experience from working the permit counter ending as Executive Director of a county planning department with two direct reports and serving as current and long range planner, flood plain administrator, and staff to the area plan commission and the board of zoning appeals. My master's degree in community and regional planning focuses on site planning and urban design. I want to apply our zoning code and regulations as written. I believe the Planning & Zoning Commission has an important role to play in ensuring timely, efficient project review as required by the UDO as well as an advisory role on city development matters.

List your interests and activities.

:

2025 Ward I City Council candidate, community advocacy, gardening, reading

List licenses, special training and certificates related to this board or that you would like to share with us. :

N/A

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

No

If yes, please explain. :

N/A

Full Name:

Russ Langbein

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Councilmember Francoise Bergan

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Councilmember Stephanie Hancock

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

City Publication (i.e. News Aurora or This is Aurora)

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.

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I agree

DECLARATION

I declare that to be a Commissioner for the Planning & Zoning Commission I must meet the following requirements as outlined in Section 146-5.1.2 of the City Code:

• Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Stephen E Elkins Jr

Date:

11/07/25

Time of Submission: 11/08/25 1:22:09 AM

Attachments

- Stephen Elkins PZ Resume.pdf



STEPHEN ELKINS

CANDIDATE FOR PLANNING AND ZONING COMMISSION

ABOUT

I AM EXCITED TO SUBMIT MY APPLICATION FOR PLANNING & ZONING COMMISSION. I AM A PASSIONATE LEADER COMMITTED TO THE SUCCESS OF THE PEOPLE AND ORGANIZATIONS I SERVE. I AM EXCITED TO CONTRIBUTE MY COMMERCIAL REAL ESTATE EXPERIENCE AND BACKGROUND AS A DEVELOPMENT REVIEW PLANNER TO THIS PLANNING & ZONING COMMISSION.

EDUCATION

MASTER OF COMMUNITY AND REGIONAL PLANNING
CONCENTRATION: PHYSICAL PLANNING AND URBAN DESIGN
UNIVERSITY OF NEW MEXICO · 2011-2013

BACHELOR OF ARTS
MAJORS: POLITICAL SCIENCE, RELIGIOUS STUDIES, AND HISTORY
INDIANA UNIVERSITY, BLOOMINGTON · 2001-2004

WORK EXPERIENCE

PRODUCT DEVELOPMENT MANAGER | APRIL 2024 - PRESENT | PRIME DATA CENTERS

LEAD NATIONWIDE ENTITLEMENT, DESIGN, AND PRE-CONSTRUCTION PROCESSES FOR NATIONAL DATA CENTER CONSTRUCTION PROGRAM · MANAGE TWO FULL-TIME DIRECT REPORTS · COLLABORATE WITH INTERNAL AND EXTERNAL STAKEHOLDERS FOR THE SUCCESSFUL OBTAINMENT OF PERMITTING AND ENTITLEMENT

EXECUTIVE DIRECTOR | MARCH 2023 - APRIL 2024 | BOONE COUNTY AREA PLAN COMMISSION

LED COUNTY PLANNING AND BUILDING DEPARTMENT · PROJECT MANAGER FOR ZONING CODE UPDATE PROJECT · MANAGED $267K DEPARTMENT BUDGET · SERVED AS STAFF TO BOARD OF ZONING APPEALS AND PLAN COMMISSION

ASSOCIATE DEVELOPMENT PROJECT ADMINISTRATOR | MARCH 2020 - FEBRUARY 2023 | CITY AND COUNTY OF DENVER

DEVELOPMENT REVIEW · TEAM WORK AND BUILDING · CREATING AND IMPLEMENTING ZONING CODE TRAININGS

SENIOR CITY PLANNER / ASSOCIATE CITY PLANNER | OCTOBER 2015 - MARCH 2020 | CITY AND COUNTY OF DENVER

DEVELOPMENT REVIEW · TEAM LEAD FOR TELECOM, RESIDENTIAL CARE, GROUP LIVING TEXT AMENDMENT · MANAGED REZONING PRE-APPLICATION MEETINGS · ZONING CODE TEXT AMENDMENT DRAFTER · PLANNER ON CALL DUTY

REFERENCES

AMY ANDERSON, [redacted]

JEFF BRASEL [redacted]

RUSS LANGBEIN, [redacted]

PAUL MORETTO [redacted]

SKILLS

LEADERSHIP	95%
CRITICAL THINKING	95%
BUDGET MANAGEMENT	90%
CRUCIAL CONVERSATIONS	95%
DEVELOPMENT REVIEW	90%
TEAM PLAYER	100%
COLLABORATION	95%
DUE DILIGENCE	90%

Planning And Zoning Commission

Applicant Package - Ward II

Planning And Zoning Commission - Ward II

Term 01 Jan 2025 - 31 Dec 2027
Positions Available 1

Number of applicants in this package 1

- Richardson, Nicholas

Received: 04/17/2025
Ward II Resident & Registered Voter
Arapahoe County
Vetted: 04/17/2025
Marcus Bond

Name: Richardson, Nicholas

Address: [redacted]

Email: [redacted]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

4 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 :

16

Degree(s) Received:

Bachelor's Degree in Computer Science

College(s) Attended:

Winona State University

Employer Name:

RTX

Employer Address:

16510 Hughes Dr S79, Aurora, CO 80011

Current Position:

Senior Software Engineer

Years with Current Employer:

1.5

1.Previous Employer Name:

Lockheed Martin

Position:

Senior Software Engineer

Years with Previous Employer:

Less than a year

Reason for Leaving:

Got a much closer opportunity here in aurora.

2.Previous Employer Name:

ConMed

Position:

Software Engineer

Years with Previous Employer:

2

Reason for leaving:

Left for much higher paying job at Lockheed

3. Previous Employer Name:

Dematic

Position:

Software Applications Engineer

Years with Previous Employer:

2

Reason for Leaving:

Left to move to Colorado (this job was located in Michigan)

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? :

I want to represent Aurora and help with zoning. I think zoning and planning is vital to a city's function.

List your interests and activities.

:

- Gaming - Dogs - Improv - Brewing

List licenses, special training and certificates related to this board or that you would like to share with us. :

I have no relevant experience outside of a passion. I enjoy public speaking and I am involved in acting/theatre/improv.

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

No

If yes, please explain. :

N/A

Full Name:

Alyssa Anderson

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Sami Al-Abed

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Grant Martin

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

Other

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I agree

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

I agree

Signature:

Nicholas Eric Richardson

Date:

04/17/2025

Time of Submission: 04/17/25 11:37:27 AM