NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, October 26, 2026
6:00 PM

Members of the Aurora City Council will participate in the October 26, 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 signup 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 the QR code below to fill out a request form or contact the City Clerk's Office at cityclerk@auroragov.org or 303.739.7094:

Individuals are strongly encouraged to submit their requests three (3) days in advance of any scheduled event. For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, October 26, 2026

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:00 PM

AURORA URBAN RENEWAL AUTHORITY (AURA) REGULAR MEETING

(Open to the Public)
AURORA ROOM
5:05 PM

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
5:25 PM

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 PM

AGENDA

Regular Meeting of the Aurora City Council

Monday, October 26, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

The City Council may at any time vote to enter Executive Session to receive legal advice from the City Attorney for any item that is listed on the City Council agenda below. (C.R.S. §24-6-402(4)(b))

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a October 12, 2026 Meeting Minutes 8

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. REPORTS

   Three (3) minute limit per report.

   9.a Mayor

   9.b Council

10. PUBLIC INVITED TO BE HEARD

    Non-agenda related issues only. Priority order given to students 18 years of age or younger.

11. 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.

11.a Motions

11.a.1 Homeless Services Notice of Funding Opportunity Application Recommendations: Three Birds Alliance Marijuana Funds 17

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

11.a.2 Homeless Services Notice of Funding Opportunity Application Recommendations: Three Birds Alliance Public Safety 56

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

11.a.3 Homeless Services Notice of Funding Opportunity Application Recommendations: Jesus on Colfax Public Safety Funds 78

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

11.a.4 Homeless Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Emergency Solutions Grant 99

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

11.a.5 Homeless Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Emergency Solutions Grant 141

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

11.a.6 Homeless Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority HOME Tenant Based Rental Assistance Funds 182

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

11.a.7 Homeless Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Marijuana Funds 215

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

11.a.8 Homeless Services Notice of Funding Opportunity Application Recommendations: Family Tree Generational Opportunities to Achieve Long-term Success (GOALS) Marijuana Funds 244

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

11.b Planning Matters

11.c Appointments to Boards and Commissions

11.c.1 Consideration to Appoint Three (3) Members to the Library Board 275

Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney

12. 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.

12.a Resolutions

12.a.1 **Rules of Order and Procedure: Amendment to the Council Rules Regarding Agendas** 345

R2026-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND ARTICLE II, SECTION 1 OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING AGENDAS

Sponsors: Stephanie Hancock, Council Member / Robert Andrews, Council Member

Jason Batchelor, City Manager / Pete Schulte, City Attorney

12.a.2 **Akron Storm Sewer and Outfall to Westerly Creek Intergovernmental Agreement (IGA)** 355

R2026-113 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 ENTEPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT AKRON ST

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

12.a.3 **Lake County Intergovernmental Agreement (IGA)** 376

R2026-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING WATER DELIVERIES AND STORAGE BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND LAKE COUNTY, COLORADO

A waiver of reconsideration is requested to assist Lake County in complying with time sensitive needs related to their augmentation plan.

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

12.a.4 **Intergovernmental Agreement (IGA) Between the City, Aurora Urban Renewal Authority (AURA) and the Point Metropolitan District** 567

R2026-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND THE POINT METROPOLITAN DISTRICT, REGARDING MAINTENANCE OBLIGATIONS IN THE POINT METROPOLITAN DISTRICT

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

12.b **Finalizing of Ordinances**

Ordinances, including annexation ordinances, approved unanimously at first reading.

12.b.1 **Text Amendment to Update the Permitted Use Table Regarding Data Centers** 581

2026-51 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-3.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DATA CENTERS

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

12.b.2 **Bethel Lutheran Church Local Landmark Nomination** 605

2026-52 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF DESIGNATING THE BETHEL LUTHERAN CHURCH AS A HISTORIC LOCAL LANDMARK

Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Britt Wirth, Assistant City Attorney

Outside Speaker: Barb Lemke, Pastor, Bethel Lutheran Church

13. PUBLIC HEARINGS

Public hearings with or without related ordinances.

14. INTRODUCTION OF ORDINANCES

14.a **New Fund for the Self-funding of United Healthcare** 645

2026-53 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CREATING THE SELF INSURANCE FUND, AND OTHER RELATED MATTERS

Tyra Litzau, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney

15. FINALIZING OF ORDINANCES

Ordinances, including annexation ordinances, not approved unanimously at first reading.

16. ANNEXATIONS

Public Hearings and Introduction of Annexation Ordinances

17. RECONSIDERATIONS AND CALL UPS

17.a **Data Center Moratorium** 650

R2026-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO IMPLEMENT DATA CENTER REGULATIONS

Sponsor: Amy Wiles, Council Member

Jason Batchelor, City Manager / Pete Schulte, City Attorney

18. GENERAL BUSINESS

18.a **Data Center Moratorium 2026 (subject to affirmative council action on item 17.a)** 657

R2026-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING A MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF DEVELOPMENT APPLICATIONS WHERE A DATA CENTER IS INCLUDED AS A PROPOSED PRIMARY USE

A waiver of reconsideration is requested due to this being a time sensitive issue.

Sponsors: Amy Wiles, Council Member / Mike Coffman, Mayor

Jason Batchelor, City Manager / Pete Schulte, City Attorney

19. PUBLIC INVITED TO BE HEARD

Non-agenda related issues only. Only those who did not speak during the first Public Invited to Be Heard session may speak during this session.

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, October 12, 2026

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

COUNCIL MEMBERS ABSENT: Françoise Bergan

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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 October 12, 2026 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

None.

6. APPROVAL OF MINUTES

6.a September 14, 2026 Meeting Minutes

Moved by: Stephanie Hancock

Second by: Gianina Horton

Does Council wish to approve the minutes of the September 14, 2026 meeting?

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

Absent: (1): Françoise Bergan

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.

6.b September 28, 2026 Meeting Minutes

Moved by: Stephanie Hancock

Second by: Amy Wiles

Does Council wish to approve the minutes of the September 28, 2026 meeting?

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

Absent: (1): Françoise Bergan

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Gianina Horton

Second by: Stephanie Hancock

Does Council wish to adopt the agenda as presented?

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

Absent: (1): Françoise Bergan

9. REPORTS

Three (3) minute limit per report.

9.a Mayor

Mayor Coffman announced his town hall will be on October 17th, 2-3:30 p.m., at the Aurora Central Library. He noted he would be leaving the council meeting a little early to catch a flight to get to a speaking engagement in Washington D.C.

9.b Council

CM Andrews shared that he spoke to community members and highlighted and illuminated some of the youth voices he heard by reading some letters different youth emailed him with questions for City Council.

CM Jackson reported that she has been having in-depth conversations around Fletcher Plaza and programming and activating the area with the DDA that is happening. She said they hosted their first Aurora Black Forum Series, and she thanked APD Public School Director, Kristin Mallory, and State Representative Chris Richardson for speaking on that panel, as well as CM Andrews and CM Horton. She

shared they had the Budget Workshop, where they had a lot of conversations about what they are cutting and stretching money. She wished everyone a Happy Indigenous Peoples Day. She advised she has been getting a lot of requests from constituents around the data center and asked the city attorney to explain City Council's role in being able to show support for or against data center information before an official vote on it. She added they appreciate everyone who comes to public invited to be heard to speak and thanked everyone for their emails.

P. Schulte explained that once the final submission for any project comes to the city and is approved or not, Council can do a call-up to bring the item to the City Council. The Council will then have a quasi-judicial role, so they cannot hear any evidence before the public hearing or make any comments or suggestions on their position.

CM Horton expressed it has been an honor to work on the Aurora Black Forum and thanked CM Jackson for highlighting the conversations on Fletcher Plaza. She shared upcoming events, including a listening session regarding Fletcher Plaza, on October 19th, at 6 p.m., at Hoffman Heights Library, and her Ward 1 Town Hall, on October 22nd, at 6 p.m., at Hoffman Heights Library.

CM Wiles stated they are celebrating Indigenous People Day, and noted the Plains Conservation Center is looking for indigenous artists to submit ideas for different projects. She thanked everyone that showed up to the meeting, as they are only stronger when they hear their voices. She appointed Emilie Barrata to the Business Advisory Board. She stated that on November 2nd, at the Central Library, at 6 p.m., there will be another data center town hall. She attended the 5K at Aurora Highlands, Buckley Space Force Base and had a meeting with commanders, Special Olympics flag football games, and had her ward meeting last week. She gave a shoutout to Noah, Libby, and Ariyah (ph) with the Special Olympics.

CM Medina went to Arkansas Elementary School and read to a couple classrooms, and will do another one at Montview Elementary. He announced his town hall will be tomorrow, at the Central Library, 6:30-8 p.m., where they will have people from the Welcome Center talking about the immigrant and refugee population and what they are doing in the community, as well as water.

CM Hancock shared she has also been getting letters, and shared one from a high school student at Gateway. She said Gateway is going unique things and she wanted to see how they could support them with their urban farming. She attended the International Leadership Foundation Leadership and Business Conference, and she gave a shoutout to Judge Joe Jefferson and his mom, who have been advocating for their students, to make sure they get the recognition they deserve. She stated they also had Hometown Heroes at the Town Center last weekend.

CM Lawson voiced her town halls are tomorrow, at Mission Viejo, 6:30-8 p.m., and at Heather Gardens on Saturday, and both will have a discussion on the Aurora Fire Rescue Strategic Plan and the ADA update. She shared she will also be at the Meadowood Neighborhood HOA Meeting.

MPT Coombs expressed that at tonight's meeting people will be bringing a lot of passion and she hoped Council would return that passion with every person in their community regardless of the topics being brought forward.

CM Gardner had no report.

10. PUBLIC INVITED TO BE HEARD

Non-agenda related issues only. Priority order given to students 18 years of age or younger.

Moved by: Alison Coombs

Second by: Ruben Medina

Suspend Council Rules: Does council support extending the time to be unlimited for 2nd Public Invited to be Heard to hear all speakers?

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

Absent: (1): Françoise Bergan

11. 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: Alison Coombs

Second by: Amy Wiles

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

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

Absent: (1): Françoise Bergan

11.a Motions

11.b Planning Matters

11.c Appointments to Boards and Commissions

11.c.1 Consideration to Appoint Six (6) Members to the Citizens' Advisory Committee on Housing and Community Development

Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney

Council heard public testimony on the agenda related item.

11.c.2 Consideration to Appoint Four (4) Youth Members to the Aurora Youth Commission

Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney

Council heard public testimony on the agenda related item.

11.c.3 Consideration to Appoint Three (3) Members to the Historic Preservation Commission

Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney

Council heard public testimony on the agenda related item.

11.c.4 Consideration to Appoint Three (3) Members to the Library Board

Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney

Council heard public testimony on the agenda related item.

12. 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: Alison Coombs

Second by: Stephanie Hancock

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

Voting Aye: (9): Robert Andrews, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Françoise Bergan

12.a Resolutions

12.a.1 Cornerstar Metropolitan District Board of Directors Appointment

R2026-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A DIRECTOR TO THE BOARD OF DIRECTORS OF CORNERSTAR METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, 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.

Council heard public testimony on the agenda related item.

12.a.2 Aurora Police Department (APD) Grant Application to the State of Colorado Department of Local Affairs FY 2026-2027 Peace Officers Behavioral Health and Community Partnerships (POMH) Program

R2026-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CITY OF AURORA'S APPLICATION FOR THE 2026-2027 PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT APPLICATION THROUGH THE STATE OF COLORADO

Todd Chamberlain, Chief, Police / Mandy MacDonald, Assistant City Attorney

Council heard public testimony on the agenda related item.

12.a.3 Grant Application to the U.S. Department of Justice Office on Violence Against Women (OVW) FY 2026 Local Law Enforcement Grants for Enforcement of Cybercrimes Program

R2026-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CITY OF AURORA'S APPLICATION TO THE FY 2026 LOCAL LAW ENFORCEMENT GRANTS FOR ENFORCEMENT OF CYBERCRIMES PROGRAM THROUGH THE DEPARTMENT OF JUSTICE: OFFICE ON VIOLENCE AGAINST WOMEN

Todd Chamberlain, Chief, Police / Mandy MacDonald, Assistant City Attorney

Council heard public testimony on the agenda related item.

CM Horton voiced when it comes to the grant funding, they received the line item budget the day of Study Session, including the line item called Woven Software, which is annual license of $65,000, is budgeted for 3 years if received. She asked if that meant the city could potentially take on the $65,000 after the grant expires.

Deputy Director of Police Business Services responded at the end of the grant, they will find additional funds for the grant, request the city to pick up the continuous cost, or end the software subscription.

CM Horton asked what the current landscape looks like when comes to cybercrimes against women, where they are lacking in those technologies, and how this will improve APD's processes to address those crimes.

Chief Hildebrand answered the technology is going to be used for them

to download evidence from devices and analyze them, and some of this money is used to increase their workstations to get the device back to the victim much faster. He added they also have the ability to bifurcate things out on the device that the victim does not want to be seen to protect their privacy, and will only collect the evidence from the device needed for the case.

CM Horton inquired about the rank and purpose of having eight staff members at the two conferences scheduled for next year offered by the IACP.

Chief Hildebrand responded IACP offers a broader range of courses of things within this grant, and they need members to attend those to get that education and learn best practices in investigating these types of crimes and using the technology. He added ranks can vary, but it will be the people utilizing it.

12.b Finalizing of Ordinances

Ordinances, including annexation ordinances, approved unanimously at first reading.

12.b.1 Authorizing the Refunding of the City's 2017 Certificates of Participation (COPs)

2026-50 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING FOR THE REFUNDING OF THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2017 PURSUANT TO THE TERMS OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

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

Council heard public testimony on the agenda related item.

13. <u>PUBLIC HEARINGS</u>

Public hearings with or without related ordinances.

13.a Text Amendment to Update the Permitted Use Table Regarding Data Centers

2026-51 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING

SECTION 146-3.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DATA CENTERS

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to support the approval of an Ordinance that would remove Data Center as a permitted use in the MU-OI zone district?

Voting Aye: (9): Robert Andrews, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Françoise Bergan

13.b Bethel Lutheran Church Local Landmark Nomination

2026-52 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF DESIGNATING THE BETHEL LUTHERAN CHURCH AS A HISTORIC LOCAL LANDMARK

Chirs Geddes, Historic Preservation Specialist, Library and Cultural Services / Britt Wirth, Assistant City Attorney

Outside Speaker: Barb Lemke, Pastor, Bethel Lutheran Church

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Alison Coombs

Second by: Gianina Horton

Does Council wish to support the approval of the Ordinance making Bethel Lutheran Church Aurora Historic Landmark No. 38?

Voting Aye: (9): Robert Andrews, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Françoise Bergan

14. INTRODUCTION OF ORDINANCES

15. FINALIZING OF ORDINANCES

Ordinances, including annexation ordinances, not approved unanimously at first reading.

16. ANNEXATIONS

Public Hearings and Introduction of Annexation Ordinances

17. RECONSIDERATIONS AND CALL UPS

18. GENERAL BUSINESS

19. PUBLIC INVITED TO BE HEARD

Non-agenda related issues only. Only those who did not speak during the first Public Invited to Be Heard session may speak during this session.

Council heard public comment on non-agenda related matters.

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: Homeless Services Notice of Funding Opportunity Application Recommendations: Three Birds Alliance Marijuana Funds
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. Three Birds Alliance is being recommended to receive $84,414 Marijuana Funds.

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.)

$84,414 Mairjuana 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 this item and move it forward to Regular Meeting?

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. (Wood)

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

Stephanie Keiper, MNM
Manager of Homelessness

Program Overview

- The City of Aurora sought proposals from Nonprofit organizations, faith-based organizations and public agencies who have specific skills in providing services to people experiencing homelessness.

- Funding is to help end make homelessness rare, brief and non-reoccurring

Types of funding available:

Federal

Emergency Solutions Grant (ESG)

- Aids in a Rapid Re-Housing Program that gives rent assistance to clients while they stabilize with cases management
- Aids in providing emergency shelter services

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

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

Local

Marijuana Grant

- Funds homelessness assistance programs

Public Safety Assistance Grant (formerly known as NEXUS)

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

Review Panel

The panel was split into two separate groups that evaluated applications. The city received a total of 11 applications across the four different funding groups.

ESG / Public Safety

- Aurora Housing and Community Services (4)
- Arapahoe County (1)

Home TBRA / Marijuana

- Aurora Housing and Community Services (3)
- Metro Denver Homeless Initiative (1)

Scoring

Scoring an application

100 points is the max score an agency can receive

Each category is weighted differently

Categories in the application

- Proposed Program Description and Objective
- Financial Capacity and Cost – Efficiency
- Project Performance and Outcomes
- Community Collaboration
- Equity and Lived Experience

Emergency Solution Grant Applications

The City of Aurora has $219,672.70 available in ESG funding for the community.

Agency Name	Funding Source	Avg Score	Funding Requested	Funding Recommended
Advance Pathways	ESG	58.25	$142,490.40	**$142,490.40**
Aurora Housing Authority	ESG	84.60	$77,182.30	**$77,182.30**
Total			$219,672.70	$219,672.70

Home – TBRA Applications

The City of Aurora has $200,000. available in Home - TBRA funding for the community.

Agency Name	Funding Source	Avg Score	Funding Requested	Funding Recommended
Aurora Housing Authority	Home TBRA	81.75	$200,000.00	**$200,000.00**
Total			$200,000.00	$200,000.00

Marijuana Applications

The City of Aurora has $351,400.00 available in Marijuana funding for the community.

Name	Funding	Avg Score	Funding Requested	Funding Recommended
Family Tree	Marijuana	87.75	$ 125,000.00	**$ 125,000.00**
Aurora Housing Authority	Marijuana	83.60	$ 250,000.00	**$ 141,986.00**
Three Birds Alliance	Marijuana	77.75	$ 192,428.00	**$ 84,414.00**
Jesus on Colfax	Marijuana	71.00	$ 80,000.00	**$ 0.00**
Advance Pathways	Marijuana	50.75	$ 100,000.00	**$ 0.00**
Total			$ 747,428.00	$ 351,400.00

Public Safety Applications

The City of Aurora has $144,647.00 available in Public Safety funding for the community.

Name	Funding	Avg Score	Funding Requested	Funding Recommended
Jesus on Colfax	Public Safety	75.80	$ 85,000.00	**$ 85,000.00**
Three Birds Alliance	Public Safety	70.60	$ 81,090.00	**$ 59,647.00**
Advance Pathways	Public Safety	59.00	$ 100,000.00	**$ 0.00**
Total			$ 266,090.00	**$ 144,647.00**

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?

MARIJUANA SALES TAX FUNDING SERVICE AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO, AND
THREE BIRDS ALLIANCE
FOR FUNDING OF EMERGENCY SHELTER

THIS AGREEMENT is entered into by and between the City of Aurora, Colorado, a municipal corporation, hereinafter referred to as the "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 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 Eighty Four Thousand Four Hundred Fourteen Dollars and NO/100 ($84,414.00 ("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, 2027.

   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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attend a City led training.

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, 2027 and end on December 31, 2027. 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 $84,414.00. 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 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). All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed.

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 scope of work completed, Marijuana funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

d) Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2026 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 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 15,

b) Second quarter from April 1 through June 30, due on or before July 15,

c) Third quarter from July 1 through September 30, due on or before October 15,.

d) Fourth quarter from October 1 through December 31, due on or before January 15 of the following year.

e) The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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.

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 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 _____, 2026.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

GRANTEE/SERVICE PROVIDER, THREE BIRDS ALLIANCE

_____
Karmen Carter, Executive Director

Exhibit A
SCOPE OF SERVICES

City of Aurora- Marijuana

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 housing related 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 case management, advocacy, 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, 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. Direct client services 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 when it is required to move towards securing a more stable housing situation and employment when possible. Our Housing Team may access a ledger, lease, and W9 from landlord, during the course of working with clients to secure a permanent home.

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. Shelter Operational Costs 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. These include but are not limited to housing application fees, security deposits, rent and utility deposits, moving and storage costs, household items and other administrative expenses. Client aid helps to reduce barriers that exist between victims/survivors and a safe and stable place to live.

ii. Food - The Emergency Shelter can house up to 23 adult and child victims of domestic violence. Our agency provides food to clients during their stay at no cost to them.

iii. Supplies- Three Birds Alliance is seeking funding for office supplies, cleaning products, personal hygiene items, shelter supplies, and supplies for adult and children's groups including art supplies, games and toys.

iv. Other operational costs – Utilities, maintenance and repairs, facilities expenses, telephone expenses, and shelter insurance.

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.

By December 31, 2027, 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, 2027, Three Birds Alliance will respond to 3000 calls on the crisis hotline.
By December 31, 2027, Three Birds Alliance serve 324 individuals in our Emergency Shelter.

By December 31, 2027, 100 individuals will exit to transitional, permanent or longer term housing*.
30 days is often insufficient for survivors processing the trauma of a domestic violence incident to regain stability. Most of our clients transition from the Emergency Shelter into our Extended Stay Shelter, which provides additional time to recover and work toward independence. Thus, the Extended Stay Shelter is essentially a continuation of Emergency Shelter. While this arrangement is not permanent, we view it as a positive housing outcome (though it may not be accurately reflected as such on the APR or CAPER). Additionally, our housing team begins working with clients during their Emergency Shelter stay and continues supporting them through their time at Extended Stay until they are placed in secure permanent or transitional housing. Similarly, there are occasions when someone exits Emergency shelter due to the 30 day max who do not move to Extended Stay (and must temporarily stay with friends or family), though they continue to work with our housing team until they are placed. For this reason, the number of individuals/households exiting directly into transitional or permanent housing (from Emergency Shelter, as reflected on the ESG-CAPER or APR) as a performance goal does not fully capture the long-term outcomes we achieve. For example, the percentage of clients who exit to permanent housing from Extended Stay vs Emergency Shelter is 39% and 19%, respectively. (from Jan – June 2026)

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	.40 FTE Director of the Emergency Shelter	$32.436
Personnel	.40 FTE Lead Housing Navigator	$ 29,414
Personnel		
Personnel		
Food		
Supplies	Office/Program supplies	$ 5,000
Operational Costs	Utilities, Telephone, Security, Facility Expens	$ 17,564
Housing Navigation		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 84,414

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Three Birds Alliance Public Safety
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / Andrea Wood, 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. Three Birds Alliance is being recommended to receive $59,647 Public Safety Funds.

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.)

$59,647 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 this item and move it forward to Regular Meeting?

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. (Wood)

2026 PUBLIC SAFETY ASSISTANCE FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THREE BIRDS ALLIANCE

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City" or "Grantee/Service Provider") and Three Birds Alliance, a nonprofit organization in the State of Colorado located at PO Box 914, Aurora, Colorado. ("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 fifty-nine thousand six hundred forty-seven dollars and NO/100 ($59,647.00) ("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, 2027.

   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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attends City led training.

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, 2027 and end on December 31, 2027. 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). All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed.

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 scope of work completed, funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current allocations.

d) Repayment/Recapture-In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2026 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 January 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. Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

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.

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 _____, 2026.

CITY

CITY OF AURORA, COLORADO

_____

Roberto Venegas, Deputy City Manager

_____

Ki'i Kinham Powell, Director Housing and Community Services

Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

Andrea Wood, Assistant City Attorney

GRANTEE/SERVICE PROVIDER

Karmen Carter, Executive Director

EXHBIT A
SCOPE OF WORK

1. Project Description

a. Please provide brief description of your program/project that this funding will support

We are seeking funding for a newly created position, Domestic Violence (DV) Liaison, that will benefit public safety for City of Aurora. We are a partner with the 18th JD District Attorney's (DA) Office on an OVW Enhancing Investigative and Prosecution Initiative called Strengthening Victim Safety & Prosecution through Early Coordinated Response. As the only domestic violence program in Aurora and Arapahoe County, we will play an important role in this collaborative project. Since the proposal was submitted in summer of 2025, Three Birds Alliance has experienced the need to eliminate several positions due to funding cuts. The Domestic Violence High Risk Team (DVHRT), which is being developed as a result of the above grant being awarded, requires a staff person who can focus the activities outlined below. The DVHRT is designed to prevent intimate partner homicides and near lethal assaults through a structured, multidisciplinary approach targeting the most dangerous DV cases which directly aligns with public safety.

As a side note, taking effect on July 1, 2027, HB26 -1009 created the Colorado Mandatory Lethality Assessment Act which requires police officers responding to domestic violence calls to conduct an evidence-based screening to identify high-risk victims, include results in their incident reports, and connect victim/survivors with local community-based advocates to immediately connect with resources to increase their safety. The timing is perfect for bringing these activities together.

The relationship between homelessness and domestic violence is deeply intertwined as DV is the leading cause of homelessness for women and families. Although the work of this position will not directly impact long term housing, the DV Liaison will be instrumental in the development of this pilot project in developing planning for more short-term housing options.

This project includes regular multidisciplinary case review, and the DVHRT will align prosecution from the 18th Judicial District DA's Office, law enforcement, advocacy and other partners around shared intervention plans, ensuring a coordinated community response to the most dangerous cases. Specifically, we are seeking funding to support a DV liaison who will serve as Three Birds Alliance's key member on this team. This person, as part of the DVHRT, will assist with the creation and implementation of the DVHRT, serve as a key member on the DVHRT, assist with the development of on-scene response protocol for law enforcement officers in DV cases, including guidelines for communicating with victims, assist with training of law enforcement, and collaborate with other community-based partners. Though local law enforcement has regularly been referring victims to our agency, we anticipate this focus on high-risk victims will result in increased calls to the crisis hotline as well as requests for emergency shelter. Beyond this Team, additional trainings will be provided about domestic violence and public safety in the community.

This project is anticipated to create more collaborative working relationships from those involved all with one focus of reducing the number of domestic violence fatalities. Members of the DVHRT actively engaging with Three Birds Alliance on responding to high-risk cases will help support survivor centered interventions and help to build public trust in the community, as well. Through this coordinated community response, we hope to increase crisis response to victims most at risk and connect them to critical shelter and/or hotel stays and other resources to meet their needs in this new way.

2. Staffing Cost

    a. Provide a list of positions and brief descriptions for positions that will be funded

    Domestic Violence Task Force Liaison- This is a new position that will represent Three Birds Alliance throughout the term of the project and serve as the liaison from our organization. This position will assist with the creation of the DVHRT and adjusting response in light of influx of new cases, serve as a key member of the DVHRT, assist with development of on-scene response protocol for law enforcement officers in DV cases, including guidelines for communicating with victims, assist with training of law enforcement, and collaborate with other community based

partners. In consultation with the Executive Director, this person will guide policies in shelter related to clients that will be referred to us.

b. What percentage of hours and benefits will this funding go towards Full Time

DV High Risk Task Force Liaison – 40% of hours, salary and fringe

c. Staff to client ratio

The 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. Direct client services

a. What services will be provided

i. Case Management & Advocacy
ii. Crisis Intervention
iii. Information and referrals
iv. Emotional Support
v. Safety Planning

b. What population of clients will you be serving (adults, families, veterans, young adults, etc.)

Families and individuals who are forced from their homes due to fleeing domestic violence.

c. Will this funding be for direct assistance to clients? NO

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. Shelter Operational Costs

a. What operational costs will this funding be used for

Hotel/Motel Stays- We anticipate a high number of referrals and are requesting funding for hotel/motel stays to ensure that those most at risk have immediate access to safe housing should our shelter be full. Other costs include food, client transportation and mileage for staff.

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: Three Birds Alliance

NAME OF PROJECT: Emergency Shelter/DVHRT

POINT OF CONTACT FOR THE PROJECT: Karmen Carter

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
Choose Category		
Choose Category	60% DV High Risk Team Liaison Salary/fring	$43,200
Choose Category	Client Aid - Emergency hotel stays/food/other	$14,000
Choose Category	Client transportation	$1446
Choose Category	Mileage	$1000
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$59,646

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Jesus on Colfax Public Safety Funds
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. Jesus on Colfax is being recommended to receive $85,000 Public Safety Funds.

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.)

$85,000 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

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. (Wood)

2026 PUBLIC SAFETY ASSISTANCE FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO,

AND

JESUS ON COLFAX MINISTRIES

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City" or "Grantee/Service Provider") and Jesus on Colfax Ministries a nonprofit organization in the State of Colorado located at 9360 E. Colfax Avenue, Aurora, Colorado 80010. ("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 Eighty Five Thousand Dollars and NO/100 ($85,000.00) ("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, 2027.

   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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attends City led training.

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, 2027 and end on December 31, 2027. 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). All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed.

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 scope of work completed, funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current allocations.

d) Repayment/Recapture-In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2026 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 January 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. Subrecipient will utilize the OneHome script when discussing OneHome with clients (Attachment 1).

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.

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 _____, 2026.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

GRANTEE/SERVICE PROVIDER, Jesus on Colfax

_____
Kayla Horne, Executive Director

EXHBIT A
SCOPE OF WORK/SERVICES

Jesus on Colfax
Project: Family Room Day Shelter & Case Management

1. **Project Description**
    a. Jesus on Colfax (JOC) will provide low-barrier day shelter and relationship-based case management to adults experiencing homelessness, housing instability, behavioral health challenges, substance use disorders, and other crises along the East Colfax corridor in Aurora. The Family Room offers meals, clothing, hygiene supplies, resource navigation, life-skills and employment readiness classes, individualized case management, HMIS enrollment, OneHome coordinated entry, and connections to housing, healthcare, behavioral health, treatment, employment, and other community resources.
2. **Staffing Cost**
    a. Provide a list of positions and brief descriptions for positions that will be funded
        i. Family Room Case Manager (1.0 FTE)
            1. Provides individualized case management for Family Room participants; develops goal plans with participants; completes HMIS enrollment and OneHome coordinated entry assessments; assists participants in obtaining identification documents and public benefits; connects participants to housing, healthcare, behavioral health, substance use treatment, employment, and other community resources; facilitates participant engagement in classes and supportive services; coordinates with community partners; and participates in city case conferencing and coordinated response efforts.
    b. What percentage of hours and benefits will this funding go towards
        i. 100% of the Family Room Day Shelter Case Manager's salary and fringe benefits.
    c. Staff to client ratio
        i. 25:1 Case Manager to Client ratio for individuals engaged in Case Management.
        ii. Limited resource navigation for any Family Room Day Shelter participant.
3. **Direct client services**
    a. What services will be provided
        i. The following services will be provided:
            1. Low-barrier day shelter
            2. Meals and refreshments
            3. Clothing, hygiene supplies, and other basic needs assistance
            4. Individualized case management
            5. HMIS enrollment
            6. OneHome coordinated entry assessments
            7. Housing navigation
            8. Life-skills classes
            9. Employment readiness and financial wellness workshops
            10. Peer support and resource navigation

11. Referrals to housing, healthcare, behavioral health, substance use treatment, employment services, public benefits, and other community resources
12. Follow-up support and participant advocacy

b. What population of clients will you be serving (adults, families, veterans, young adults, etc.)
    i. Adults (18+) experiencing homelessness, housing instability, behavioral health challenges, substance use disorders, and other crises, including veterans, young adults, and older adults.

c. Will this funding be for direct assistance to clients?
    i. Yes
    ii. If yes, please include documentation that agency will be collecting
        1. When applicable:
            a. Government-issued Photo ID
            b. Current Income Statements
            c. W-9 from Creditor/Landlord
            d. Ledger/Eviction Notice
            e. Utility Bill

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. Shelter Operational Costs

a. What operational costs will this funding be used for
    i. Funding will support supplies, operational costs, and professional services related to the Family Room Day Shelter. Supplies include food, beverages, clothing, hygiene items, and other participant necessities provided through the day shelter. Operational costs include participant identification document fees, including birth certificates, Social Security cards, and state identification, to remove barriers to housing, employment, healthcare, and public benefits. Professional services include CPR/First Aid certification and training, financial audit allocation, grant compliance and reporting, and accounting services.

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.
    i. Provide day shelter services to 450 unduplicated participants during 2027.
    ii. Engage 25 adults experiencing homelessness and housing instability in ongoing case management during 2027.
    iii. Enroll 100% of eligible participants who choose to engage in HMIS during 2027.
    iv. Complete OneHome coordinated entry assessments for 100% of eligible participants who choose to engage during 2027.
    v. Connect 90% of engaged participants to one or more housing, healthcare, behavioral health, employment, public benefits, or other community resources that support long-term stability during 2027.
    vi. Conduct 80 life-skills, employment readiness, financial wellness, or other educational classes during 2027.
    vii. Participate in 100% of Aurora case conferencing meetings and coordinated response activities during 2027.

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: Jesus on Colfax Ministries

NAME OF PROJECT: Family Room Day Shelter and Case Management

POINT OF CONTACT FOR THE PROJECT: Kayla Horne

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 FTE Case Manager and fringe	$ 70,000.00
Supplies	Health, hygiene, first aid, clothing, office, a	$ 1,000.00
Operational Costs	Vital Docs for clients	$ 4,000.00
Operational Costs	Allocation of day shelter safety equipment,	$ 5,000.00
Professional Servic	Allocation of annual audit, bookkeeping/acc	$ 5,000.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 85,000.00

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Advance Pathways Emergency Solutions Grant
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. Advance Pathways is being recommended to receive $142,490.40 in ESG funding.

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.)

$142,490.40 Emergency Solutions Grant 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

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. (Wood)

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 2027, 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, 2027.

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, 2027, and end on December 31, 2027.

5. **Budget.**

The total amount to be awarded to the Subrecipient under this agreement shall not exceed $142,490.40 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 with in 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). Final Payment Request (Quarter 4) must be made by November 15, 2027. All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed. After verification of scope of work completed, ESG funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2016 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 which include HMIS and the Performance Audit Report, are due within fifteen (15) days of the end of each quarter:
    i. First quarter from January 1, through March 31, due on or before April 15th of the same year.
    ii. Second quarter from April 1, through June 30, due on or before July 15th of the same year.
    iii. Third quarter from July 1, through September 30, due on or before October 15th of

the same year.

iv. Fourth quarter from October 1, through December 31, due on or before January 15th, of the following year.
v. If a second year of funding is granted, then reports will continue as above for the subsequent year.
vi. The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attend a City led training.

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).

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.
15500 E. 40th Avenue
Aurora, CO 80239

Signatures on next page

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____DAY OF _____, 2027.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR: Advance, Inc.

_____
Jim Goebelbecker, CEO

Exhibit A
Scope of Work/Services

1. **Project Description**

   a. Please provide brief description of your program/project that this funding will support

   Response: Advance Pathways is requesting $142,490.40 in ESG Emergency Shelter funding to support two Resource Navigators, also known as shelter attendants, at the Aurora Regional Navigation Campus. Funding will cover eligible pay, benefits, training, and equipment needed for these employees to support safe, consistent shelter operations and connect adults experiencing homelessness with resources that promote stability and movement toward permanent housing.

2. **Staffing Cost**

   a. Provide a list of positions and brief descriptions for positions that will be funded

   Response: Funding will support two Resource Navigator positions, also referred to as shelter attendants. These employees will assist with daily shelter operations, guest support, safety, documentation, referrals, and connections to services. The grant will cover eligible compensation, benefits, training, and equipment associated with the positions.

   b. What percentage of hours and benefits will this funding go towards

   Response: The funding will go towards 100% of the hours and benefits for the two staff. The full $142,490.40 request will support eligible costs related to the two Resource Navigators, including pay, benefits, training, and equipment. Eligible work hours and proportionate benefits will be charged according to actual time dedicated to emergency shelter operations. The exact percentage assigned to each category will follow the approved budget, payroll records, actual costs, and documented program needs.

   c. Staff to client ratio

   Response: The staff to client ratio is approximately 1:50. The funding will add two Resource Navigators to the broader emergency shelter team. Actual staff-to-client ratios will vary by shift, occupancy, and guest needs, with the Resource Navigators working alongside supervisors, security personnel, facilities staff, and other program employees.

3. **Direct client services**

   a. What services will be provided

   Response: Guests will receive emergency shelter, meals, access to hygiene and basic-needs resources, and assistance connecting to case management, housing navigation, health care, behavioral health, recovery, employment, benefits, transportation, and identification services. Services are person-centered, trauma-informed, and coordinated with onsite and community partners. Participation in supportive services will be encouraged but will not be used as an unnecessary barrier to emergency shelter access.

b. What population of clients will you be serving (adults, families, veterans, young adults, etc.)

Response: The program will serve adults age 18 and older who are experiencing literal homelessness, including young adults, seniors, veterans, couples, and individuals with disabilities, behavioral health needs, or substance use disorders. Services will be provided without discrimination and will be responsive to each guest's individual circumstances.

c. Will this funding be for direct assistance to clients?

Response: No. The requested ESG funding will support compensation, benefits, training, and equipment for two Resource Navigators rather than rental, utility, or other direct financial payments to or on behalf of individual clients.

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

Response: Not applicable because this request does not include direct financial assistance to clients. Advance Pathways will nevertheless maintain all documentation required for eligible shelter expenditures and participant enrollment.

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.

Response: Advance Pathways will enter all program participants into HMIS in accordance with applicable requirements. Eligible literally homeless households will be enrolled in OneHome and receive a OneHome assessment, with participation and outcomes documented by trained staff.

4. <u>Shelter Operational Costs</u>

a. What operational costs will this funding be used for

Response: The $142,490.40 request will support eligible pay and benefits for two Resource Navigators, along with required training and job-related equipment needed to perform their duties safely and effectively. Specific training and equipment purchases will be based on operational needs and the approved budget. All costs will be tracked separately and supported by payroll records, invoices, receipts, or other required documentation.

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.

Response: During the 12-month grant period, Advance Pathways will support, train, and equip two Resource Navigators to strengthen safe and consistent emergency shelter operations. The organization will enter 100% of program participants into HMIS and monitor occupancy, bed nights, service engagement, referrals, and exits each month. Progress will be reviewed quarterly and reported to the City of Aurora.

Exhibit B
Budget

BUDGET TEMPLATE

NAME OF AGENCY: Advance Inc

NAME OF PROJECT: Enhancing the Emergency Shelter Staff

POINT OF CONTACT FOR THE PROJECT: Melissa Arguello-Green

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
Personnel	ESG elgible staff for the shelter	$142,490.40
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 142,490.40

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Emergency Solutions Grant
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. The Aurora Housing Authority is being recommended to receive $77,182.30 in ESG funding.

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.)

$77,182.30 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 this item and move it forward to Regular Meeting

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. (Wood)

Emergency Solutions Grant ESG (Regular)
CFDA 14.231 Award E -MC-08-0002
Re: Aurora@Home Homelessness Prevention,
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 2026, 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, 2027.

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, 2027, and end on December 31, 2027.

5. **Budget.**

The total amount to be awarded to the Subrecipient under this agreement shall not exceed $77,182.30 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 with in 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). Final Payment Request (Quarter 4) must be made by November 15, 2026. All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2026 to be processed. After verification of scope of work completed, ESG funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2016 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 which include HMIS and the Performance Audit Report, are due within fifteen (15) days of the end of each quarter:
    i. First quarter from January 1, through March 31, due on or before April 15th of the same year.
    ii. Second quarter from April 1, through June 30, due on or before July 15th of the same year.
    iii. Third quarter from July 1, through September 30, due on or before October 15th of the same year.
    iv. Fourth quarter from October 1, through December 31, due on or before January 15th,

of the following year.

v. If a second year of funding is granted, then reports will continue as above for the subsequent year.
vi. The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attend a City led training.

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).

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 _____, 2026.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR: Aurora Housing Authority

_____
Steve Blackstock, Executive Director Aurora Housing Authority

Exhibit A
Scope of Work/Services

1. **Project Description**
    a. Aurora Housing Authority (AHA) will administer the Aurora@Home ESG Rapid Re-Housing (RRH) Program serving extremely low-income **families experiencing literal** homelessness within the City of Aurora. The program will utilize Emergency Solutions Grant (ESG) funding to provide direct financial assistance and eligible housing stabilization services that help families quickly exit homelessness and obtain permanent housing. The program is grounded in HUD and NAEH's Rapid Re-Housing best practices, which emphasize reducing the length of time households experience homelessness and quickly connecting families to permanent housing. Families will be referred through the Metro Denver Coordinated Entry System (OneHome) and prioritized based on community-established assessment and referral processes. ESG funds will be used exclusively for direct client assistance and eligible housing stabilization costs, including:
        i. Short-term and medium-term rental assistance
        ii. Security deposits
        iii. Rental arrears (when necessary to obtain housing)
        iv. Application fees
        v. Mediation services
        vi. Other allowable ESG housing stabilization costs
2. **Staffing Cost**
    a. No ESG funds will be used for staffing, personnel, benefits, or case management activities. Housing Stability case management and personnel costs will be funded through the City of Aurora Marijuana Tax Grant.
    b. 0%. ESG funds will not be used for personnel, salaries, fringe benefits, case management, or administrative staffing costs. All staff time associated with participant engagement, housing navigation, landlord engagement, housing stabilization planning, and case management will be funded through City of Aurora Marijuana Tax funding and other leveraged resources. These staff will coordinate services for ESG participants but will not be funded through ESG resources.
    c. What percentage of hours and benefits will this funding go towards
    d. 1: Aurora Housing Authority's Housing Stability Services team maintains an average caseload ratio of approximately 1:20 across all RRH programs
3. **Direct client services**
    a. Aurora Housing Authority will provide Rapid Re-Housing financial assistance and housing stabilization services, including rental assistance, security deposits, application fees, mediation, and other eligible ESG activities that help families experiencing homelessness obtain and maintain permanent housing.
    b. The program will serve families with minor children in the city of Aurora who are experiencing literal homelessness, have been assessed and referred through the Metro Denver Coordinated Entry System (OneHome), and meet all applicable ESG eligibility requirements, including income eligibility requirements. Priority will be given to families with the highest housing barriers and service needs, consistent with Coordinated Entry prioritization and HUD Rapid Re-Housing guidelines.
    c. Will this funding be for direct assistance to clients?
        i. Yes. ESG funding will be used exclusively for direct financial assistance and eligible housing stabilization costs.
        ii. If yes, please include documentation that agency will be collecting

1. Current Income Statements
    a. Third-party income verification documentation, current paystubs, employer verification forms, benefit award letters, self-certification of zero income,
2. W9 From Creditor/Landlord
    a. Landlord/vendor W-9 and payment documentation.
3. Photo ID
    a. Government-issued photo identification for adult household members.
4. Ledger/Eviction Notice
    a. Rent ledger, move-in costs, security deposit documentation, and/or rental assistance request.
5. Utilities Bill
    a. AHA will utilize Energy Outreach Colorado for utility bill payment assistance
6. Lease
    a. Executed lease agreement and unit information. Rent reasonableness and habitability documentation, as applicable.

d. All program participants will be entered into HMIS in accordance with HUD ESG requirements. All households served through the ESG Rapid Re-Housing program must be assessed through the Metro Denver Coordinated Entry System (OneHome), enrolled in HMIS, and have a completed OneHome assessment and referral prior to assistance. . Participants' demographic, program, service, and outcome data will be maintained and reported in HMIS in compliance with HUD, MDHI, and City of Aurora requirements.

4. **Shelter Operational Costs**
    a. N/A
5. **Performance Goals**
    a. AHA will utilize HUD and National Alliance to End Homelessness (NAEH) Rapid Re-Housing performance benchmarks.
        i. Serve a minimum of 7 families (approximately 18-20 individuals) experiencing literal homelessness during the grant period.
        ii. Assist enrolled households in obtaining permanent housing within an average of 30 days or less from program enrollment
        iii. Achieve 85% or greater exits to permanent housing destinations for participating households.
        iv. Connect at least 90% of participating households to mainstream benefits, healthcare, employment resources, educational supports, and other community resources.
        v. Increase earned income and/or non-earned income for participating households through employment, benefits acquisition, and community resource connections, as applicable.
        vi. Reduce returns to homelessness by providing housing stabilization supports and maintaining successful housing retention outcomes for participating households.

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
Rapid Rehousing	Rental Assistance and Security Deposits	$ 77,182.30
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 77,182.30

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity: Application Recommendations Aurora Housing Authority HOME Tenant-Based Rental Assistance Funds
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. The 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 this item and move it forward to Regular Meeting?

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. (Wood)

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 – The term of this Project will begin January 1, 2026 and end on December 31, 2026, 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 15th
    2. April 1 to June 30 – due July 15th
    3. July 1 to September 30 – due by October 15th
    4. October 1 to December 31 – due by January 15th
c) Annual Reports (covering January 1, - December 31, of each year) are due by January 15th.
d) Project Completion Reports are due fifteen (15) 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. **Disbursement of Funds**

HOME-TBRA 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 HOME-TBRA 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.

HOME-TBRA 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 HOME funds with each drawdown request. HOME 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 are 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, 20 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). Final Payment Request (Quarter 4) must be made by November 15, 2026. All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2026 to be processed. After verification of scope of work completed, HOME-TBRA funds

shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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, which shall include all of the following information regarding Subrecipient's activities during the prior quarter:

a) First quarter from January 1, through March 31, due on or before April 15th of the same year.

b) Second quarter from April 1, through June 30, due on or before July 15th of the same year.

c) Third quarter from July 1, through September 30, due on or before October 15th of the same year.

d) Fourth quarter from October 1, through December 31, due on or before January 15th, of the following year.

e) If a second year of funding is granted, then reports will continue as above for the subsequent year.

f) The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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

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

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.

i) 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.

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

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

l) 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.

m) 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.

n) The City provides all necessary HOME Matching Contributions.

19. Other Program Requirements

The Subrecipient/Administrator shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attends City led training.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 _____, 2026.

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kimhan Powell, Director Housing and Community Services Department

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

SUBRECIPIENT/ADMINISTRATOR

SUBRECIPIENT/ADMINISTRATOR

_____
Steve Blackstock, Executive Director Aurora Housing Authority

EXHIBIT A

Scope of Work/Services

1. **Project Description**

    a. Aurora@Home, administered by the Aurora Housing Authority (AHA), serves families with dependent children experiencing homelessness in the City of Aurora through a Rapid Re-Housing (RRH) and Homeless Prevention (HP) programs. The programs utilize HOME Tenant-Based Rental Assistance (TBRA) funding to provide security deposits and short- to medium-term rental assistance that helps families quickly move from homelessness into permanent housing.

    Using Housing Focused case management, AHA works to reduce the length of time families experience homelessness and increase long-term housing stability. Families are connected to community-based supports through Aurora@Home partner agencies, including employment services, benefits navigation, behavioral health services, educational supports, and healthcare resources. Program services are guided by evidence-based practices including Trauma-Informed Care, Motivational Interviewing, Strengths-Based Case Management and Housing-Focused Service Delivery.

2. **Staffing Cost**

    a. HOME TBRA funding will not be used for staffing costs. AHA will utilize other funding sources to provide case management and housing stabilization services. AHA will provide in-kind program management, grant administration, financial management, compliance monitoring, landlord payment processing, reporting, and oversight of HOME TBRA activities.
    b. HOME TBRA funding will not be used for personnel costs, salaries, wages, or benefits. Therefore, 0% of staff hours and benefits will be charged to this funding source. Case management, housing stabilization services, program oversight, and grant administration will be supported through other grant funding sources and in-kind contributions.
    c. Housing stabilization and case management services are provided through leveraged funding sources. AHA maintains an approximate staff-to-client ratio of 1:20, allowing staff to provide housing-focused, individualized support to participating families.

3. **Direct client services**

    a. Aurora Housing Authority will utilize HOME Tenant-Based Rental Assistance (TBRA) funds exclusively for direct client assistance, including security deposits and short- to medium-term rental assistance, to help eligible families quickly obtain and maintain permanent housing. In coordination with this financial assistance, families receive housing navigation, housing search assistance, and individualized, home-based housing stability case management supported through leveraged, non-HOME funding streams (e.g., City Marijuana Tax Grant funds). Each household receives tailored support to address barriers to housing, increase self-sufficiency, and promote long-term housing stability.
    b. Families with dependent children at-risk of or currently experiencing homelessness in Aurora who meet HOME TBRA eligibility requirements, including income eligibility.
    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 (when applicable)

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. Rent ledger, eviction notice, or other documentation supporting housing need, when applicable
    b. Utilities Bill
    c. AHA has Energy Outreach Colorado Fund to assist with utilities. AHA will not utilize HOME funds for utilities
5. Lease
    a. Signed copy of the lease will be kept on file

d. All program participants will be entered into HMIS and maintained in accordance with HUD, MDHI, and City of Aurora requirements. Eligible households experiencing literal homelessness are enrolled in OneHome Coordinated Entry and have a OneHome assessment completed upon entry or referral. Households assisted with Homelessness Prevention resources are screened for eligibility and entered into HMIS; if they subsequently face literal homelessness, they are immediately connected and assessed within the OneHome Coordinated Entry System. Required assessments, case notes, services, and outcomes will be documented in HMIS.

4. Shelter Operational Costs

a. N/A

5. Performance Goals

a. AHA will utilize HUD and NAEH Performance Benchmarks for RRH
    i. Serve a minimum of 15 families (approximately 38 individuals) during the grant period.
    ii. House enrolled families within an average of 30 days or less from program enrollment.
    iii. Achieve 85% or greater exits to permanent housing destinations.
    iv. Connect 90% of households to mainstream benefits and community resources.
    v. Increase earned income and/or non-earned income for participating households through employment and benefits connections.

Exhibit B

Project Budget

BUDGET TEMPLATE

NAME OF AGENCY: Aurora Housing Authority

NAME OF PROJECT: Aurora@Home HOME TBRA

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 (RRH and HP)	$ 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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Aurora Housing Authority Marijuana Funds
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. The Aurora Housing Authority is being recommended to receive $141,986.00 in Marijuana Funding.

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.)

$141,986 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 this item and move it forward to Regular Meeting?

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. (Wood)

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, with 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 Forty One Thousand Nine Hundred Eighty Six Dollars and NO/100 ($141,986.00) ("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, 2027.

   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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attend a City led training.

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, 2027 and end on December 31, 2027. 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 $141,986.00. 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 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). All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed.

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 scope of work completed, Marijuana funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

d) Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2026 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 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 15,

b) Second quarter from April 1 through June 30, due on or before July 15,

c) Third quarter from July 1 through September 30, due on or before October 15,.

d) Fourth quarter from October 1 through December 31, due on or before January 15 of the following year.

e) The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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.

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. 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.

22. 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 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 _____, 2026.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

GRANTEE/SERVICE PROVIDER, Aurora Housing Authority

_____
Steve Blackstock, Executive Director Aurora Housing Authority

Exhibit A
SCOPE OF WORK/SERVICES

1. **Project Description**

   a. Aurora Housing Authority (AHA) will operate the Aurora@Home Housing Stability Services Program, providing housing-focused case management, housing navigation, and housing stabilization services to families experiencing or at risk of homelessness within the City of Aurora.

   The program serves as the service delivery component that allows families to access and successfully utilize housing assistance resources, including HOME Tenant-Based Rental Assistance (TBRA), Emergency Solutions Grant (ESG), Housing Retention Program (HRP), and other housing assistance funding sources. Through intensive case management and housing navigation, AHA assists households in obtaining and maintaining permanent housing, increasing income, connecting to mainstream resources, and achieving long-term housing stability.

   Aurora@Home addresses a significant community need. According to Metro Denver Homeless Initiative's 2025 State of Homelessness Report, 1,112 individuals in family households experiencing homelessness accessed housing or related services in Aurora during 2025.. The program contributes directly to the City of Aurora's efforts to prevent and reduce homelessness through rapid housing placement and housing retention services.

   Marijuana Tax funding will support the personnel and operational capacity necessary to provide these services to Aurora residents.

2. **Staffing Cost**

   a. Aurora@Home Housing Stability Services is staffed by a Manager of Homeless and Housing Stability Services and two Aurora@Home Navigators who work together to provide comprehensive housing-focused case management, housing navigation, and stabilization services to Aurora families experiencing or at risk of homelessness.

   The Manager of Homeless and Housing Stability Services oversees all homeless and housing stability programming at Aurora Housing Authority, providing supervision, program oversight, performance management, and coordination of services across funding streams. In addition to supervisory responsibilities, the Manager maintains a direct caseload and works alongside families to achieve housing stability. Through individualized case management, the Manager helps participants identify barriers to housing, access community resources, increase income, strengthen self-sufficiency, and maintain permanent housing.

   The two Aurora@Home Navigators carry individualized caseloads and serve as the primary point of contact for program participants throughout their housing journey. Navigators provide housing-focused case management, coordinate referrals and supportive services, assist households in locating and securing housing, engage landlords, facilitate lease-up activities, and provide ongoing stabilization support. Navigators work collaboratively with participants to address barriers, access benefits

and community resources, strengthen financial stability, and support long-term housing retention.

Together, the Aurora@Home Housing Stability Services team provides the intensive, relationship-based support necessary to successfully connect households to housing resources and sustain long-term housing stability. Marijuana Tax funding supports the personnel capacity required to serve at least 50 households annually, increase access to housing assistance resources, and maintain strong housing outcomes for Aurora families.

b. 2.6 FTE 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. 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.
   iv. Financial assistance, such as rent and deposit assistance, will be provided through other funding sources such as HOME, ESG and HRP. 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 in the city of Aurora who are experiencing or at-risk of homelessness

c. Will this funding be for direct assistance to clients?
   i. No. Marijuana Tax funding will support personnel costs associated with housing-focused case management, housing navigation, housing stabilization services, landlord engagement, program administration, and related supportive services.
   ii. Direct financial assistance, including rental assistance, security deposits, and other housing-related payments, will be provided through leveraged funding

sources such as HOME Tenant-Based Rental Assistance (TBRA), Emergency Solutions Grant (ESG), Housing Retention Program (HRP), and other housing assistance programs when available.

iii. When administering housing assistance through these funding sources, Aurora Housing Authority collects all required documentation necessary to determine eligibility and process assistance, including:

1. Current income verification documents
2. W-9 forms from landlords or creditors
3. Government-issued photo identification
4. Rent ledgers and/or eviction notices
5. Utility bills
6. Current lease agreements
7. Any additional documentation required by the applicable funding source

d. Aurora Housing Authority maintains participation in HMIS and complies with all applicable data collection, reporting, privacy, and documentation requirements. All program participants will be entered into HMIS as required by the funding source.

All eligible households experiencing literal homelessness will be referred to and enrolled in OneHome Coordinated Entry and will receive a Coordinated Entry assessment consistent with Metro Denver Continuum of Care requirements. Aurora Housing Authority works closely MDHI, OneHome, and community partners to ensure households are connected to the most appropriate housing resources and interventions available.

4. Shelter Operational Costs

a. N/A

5. Performance Goals

a. Goal 1: Increase Access to Housing Stability Services
Aurora Housing Authority will provide housing-focused case management, housing navigation, and stabilization services to a minimum of 50 households experiencing or at risk of homelessness in Aurora during the grant period. This represents an increase from 29 households served during the previous program year and is made possible through the addition of a Housing Stability Navigator position.

b. Goal 2: Achieve Permanent Housing Outcomes
Aurora Housing Authority will assist households in obtaining or maintaining permanent housing through housing navigation, landlord engagement, rental assistance coordination, and housing stabilization services.

i. Performance Measure:
At least 85% of households exiting the program will exit to or maintain permanent housing.

c. Goal 3: Increase Household Self-Sufficiency

Aurora Housing Authority will connect households with employment opportunities, public benefits, healthcare, childcare, education, and other community resources that support long-term stability.

i. Performance Measure:

100% of enrolled households will receive resource and benefits screening.

80% of households will be connected to at least one mainstream benefit or community resource that supports housing stability.

d. Goal 4: Support Aurora's Coordinated Homeless Response System

Aurora Housing Authority will continue active participation in HMIS, OneHome Coordinated Entry, Built for Zero case conferencing, and community partnerships.

i. Performance Measure:

100% of program participants entered into HMIS or other approved database.

100% of eligible households experiencing literal homelessness will receive a OneHome Coordinated Entry assessment.

Ongoing participation in Aurora's homelessness response and coordinated entry systems throughout the grant period.

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 HOME TBRA

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	Case Management Staff	$ 140,986.00
Case Management	Housing Stability Supportive Services	$ 1,000.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 141,986.00

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Homeless Services Notice of Funding Opportunity Application Recommendations: Family Tree GOALs Marijuana Funds
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / 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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 9/15/2026

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 2025. Funding agreements were executed at the beginning of 2026 and will end in December 2026.

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

The Homelessness Division has been working on creating the 2026 Homeless Services Funding Notice of Funding (NOFO). The NOFO opened July 20th and closed July 31st. Available funding sources are Marijuana, HOME Tenant Based Rental Assistance, Emergency Solutions Grant (ESG), and Public Safety. We received 11 applications for a total of $1,433,190.70 and only have $915,719.70 available. A review panel reviewed the funding applications to make recommendations. Family Tree GOALs is being recommended to receive $125,000 Marijuana Funds.

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.)

$125,000 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

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. (Wood)

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, 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 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 Twenty Five Thousand Dollars and NO/100 ($125,000.00) ("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, 2027.

   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. Minimum requirement of 1 team made up of staff and or volunteers per agreement for the Point In Time Count (the city reserves the right to request more staff/volunteers); and
c. A minimum of at least one staff member attend a City led training.

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, 2027 and end on December 31, 2027. 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 $125,000.00. 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 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). All reimbursement documents for the final payment request and required reports must be received no later than December 15, 2027 to be processed.

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 scope of work completed, Marijuana funds shall be disbursed in the City's method of disbursement within 20 days from approval of invoice. Additionally, the Subrecipient/Administrator agrees that the City shall retain five percent (5%) of the City's grant funds specified in this Agreement until all final payment requirements are met. Lack of drawdowns may affect future/current grant allocations.

d) Repayment/Recapture: In the event this project does not comply with the requirements as contemplated by this agreement, the City reserves the right to require the subrecipient/administrator to repay the full award amount plus interest (current construction interest rate at time of repayment/recapture). Including but not limited to, if scope of work completion does not occur within time of performance of the execution of this Agreement, the project is considered to be terminated.

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 2026 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 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 15,

b) Second quarter from April 1 through June 30, due on or before July 15,

c) Third quarter from July 1 through September 30, due on or before October 15,.

d) Fourth quarter from October 1 through December 31, due on or before January 15 of the following year.

e) The City of Aurora may request additional reports or data at any time during the duration of this agreement or period of performance.

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.

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 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 _____, 2026.

CITY

CITY OF AURORA, COLORADO

_____
Roberto Venegas, Deputy City Manager

_____
Ki'i Kinham Powell, Director Housing and Community Services

_____
Stephanie Keiper, Manager of Homelessness

APPROVED AS TO FORM:

_____
Andrea Wood, Assistant City Attorney

GRANTEE/SERVICE PROVIDER, Family Tree

_____
Paolo Diaz, CEO Family Tree

Exhibit A
SCOPE OF WORK/SERVICES

1. Project Description

a. Please provide brief description of your program/project that this funding will support:

Any family with at least one child under age 18 who is experiencing homelessness or at imminent risk of homelessness may access Family Tree's GOALS (Generational Opportunities to Achieve Long-term Success) shelter program. Consistent with a low-barrier, multi-generational model, Family Tree does not deny entry to due sobriety, mental health status, criminal history, or substance use. As a residence serving families, we are mindful of the need to ensure safety for children and adults alike, so all adults age 18 and older are screened against the sex offender registry, and couples with an active protection order between them are not eligible. GOALS accepts referrals through schools, community partners, and self-referral, and welcomes households meeting these safety-focused criteria without other preconditions. The shelter operates 24 hours a day, seven days a week, so families can access support at any time.

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.

Shelter at GOALS is available for up to nine months. 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. Because GOALS operates within Family Tree's broader, integrated services model, staff are trained to recognize needs that extend beyond housing, such as domestic violence, child safety concerns, or other family instability, and can facilitate a warm handoff directly to the appropriate internal

team. This means families are personally connected to the staff best equipped to help them, without needing to retell their story from the beginning to a new provider each time a new need arises.

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. Staffing Cost

a. Provide a list of positions and brief descriptions for positions that will be funded:

Case Manager: 1.5 FTE 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.

Director: .12 FTE for the GOALS director's salary and benefits; Provides the day-to-day administration and oversight of the GOALS residential program including program management, staff supervision, training and direct service delivery.

b. What percentage of hours and benefits will this funding go towards:

This funding request is for 1.5 FTE case managers and 12% of the Director 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. Direct client services

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:

- Case Managers 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.
- School aged youth are enrolled into the on-site early education center and/or the Cherry Creek School District or their home school district, as appropriate.
- Family Voice Meetings provide opportunities for 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.

b. **What population of clients will you be serving (adults, families, veterans, young adults, etc.)?**

Family Tree's GOALS shelter 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, multi-generational model.

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. <u>Shelter Operational Costs</u>

a. What operational costs will this funding be used for?

The operational costs of $20,000 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. 255 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 255 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 255 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 255 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 255 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.

2. 90% of family households will exit to safe and stable housing.

- **SPECIFIC:** By the end of the fiscal year, 90% of households exiting GOALS will transition into safe and stable housing
- **MEASURABLE:** Progress will be measured through exit interviews and case management documentation, with quarterly reviews to monitor trends and address barriers. Success will be benchmarked against prior program outcomes and community standards for housing stability, ensuring accountability and continuous improvement.
- **ACHIEVABLE:** This objective is realistic given our program history of success, the resources currently in place, and outcome measures that align with past performance.
- **RELEVANT:** This outcome aligns with Family Tree's mission to end homelessness and strengthen families by promoting stability and self-sufficiency, ensuring families are better positioned for long-term housing stability after leaving shelter.
- **TIME-BOUND:** Success will be benchmarked against prior years' performance and community standards for housing stability, ensuring continuous improvement and accountability. The final deadline for this will be the end of the Fiscal Year 25-26.

3. 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.

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:

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	Case Manager salaries and benefits 1.5 FTE	$ 94,000.00
Operational Costs	To cover costs such as utilities (electricity,	$ 20,000.00
Personnel	Director salaries and benefits .12 FTE	$ 11,000.00
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
Choose Category		
TOTAL ANNUAL COST REQUESTED:		$ 125,000.00

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."

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint Three (3) Members to the Library Board
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Britt Wirth, 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: 10/12/2026

Regular Meeting: 10/26/2026

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 / Britt Wirth, 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 Library Board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public.

The Library Board consists of fifteen (15) members appointed by city council. The term length is three (3) years and members may serve up to three (3) 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 Library Board currently has eight (8) vacancies. The Board received twelve (12) applications and interviews were conducted on August 27, 2026 through September 8, 2026.

Among the applicants were:
Saad Bokhari
Jacob Friend
Kristin Mallory
Mary Schultz
Joan Rinaldi
Marilyn Cross
Robley Welliver
Barbara Schneller
Erin Gold
Martha Neth
Lorilee Thomas
Mary Spillane

Upon conducting the interviews, the Library Board respectfully recommends the appointment of the following candidates:

Martha Neth – Partial term beginning 6/16/2024 and ending on 6/15/2027
Mary Spillane – Partial term beginning 6/16/2024 and ending on 6/15/2027
Robley Welliver - Partial term beginning 6/16/2024 and ending on 6/15/2027

The remaining candidates will be interviewed and a recommendation to appoint for the remaining vacancies will be submitted to council soon after the interviews are completed.

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 appoint Martha Neth, Mary Spillane, and Robley Welliver to the Library Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The Library Board shall consist of up to fifteen (15) members. (City Code § 2-297) The term length for each member is three years, and members may serve up to three consecutive terms. (City Code § 2-772 and 2-297, and Resolution R2025-78) A person selected to fill a vacant term of less than one-half the length of time of a full term of office shall not be considered to have completed one term of office. (Resolution R2025-78) (Wirth)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Patrick Waggoner, Chair

Through: Ginger White Brunetti, Director, Library & Cultural Services

Date: September 18, 2026

Subject: Consideration to Appoint Member(s) to the Library Board

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Number of Vacancies: 8

Interview Information

Date of Interviews: August 27, 2026 – September 8, 2026

Applicant Names: Saad Bokhari, Jacob Friend, Kristin Mallory, Mary Schultz, Joan Rinaldi, Marilyn Cross, Robley Welliver, Barbara Schneller, Erin Gold, Martha Neth, Lorilee Thomas, Mary Spillane

Applicants Interviewed: Robley Welliver, Martha Neth, Mary Spillane

Summary of suggested appointment(s):

Following a highly successful recruitment effort at the Boards & Commission Convention held at the AMC on August 6, 2026, the Library Board received a substantial boost of 13 new applications. This memo provides an update on the current interview cycles and outlines the immediate and upcoming appointment recommendations.

Current Recruitment Status:
The Board is managing the applicant pool in two distinct phases to ensure a thorough evaluation process.

Status / Phase:
--Total Applications Received – 14 (Received following the Aug. 6 Convention)
--Initial Interviews Completed – 7 (Conducted during the week of August 24, 2026)
--Immediate Appointment Recommendations – 3 (Presented for official appointment on August 31, 2026)
--2nd Round Interviews Completed (Conducted August 27, 2026 and September 8, 2026
--Appointment Recommendations today - 3

Next Steps and Final Decision Timeline:
The Library Board will interview the remaining three (3) applicants before the end of September.

Final Selection:
Following the completion of the remaining interviews, the Board will review all remaining applicant pool—including both the newly interviewed candidates and those from the initial round—to make final recommended decisions.

Robley Welliver: Has been employed as a professor at Community College of Aurora for 20 years teaching reading, writing and literature. As a parent, she states that libraries are miraculous" and believes they may be the last place that provides access to knowledge and information free of charge.

Martha Neth: Currently employed at Rocky Mountain College of Art & Design while pursuing a Doctoral Program. As a former Librarian, she would like to serve on a community board.

Mary Spillane: Retired, but continues to volunteer with community organizations. She states she values the important role libraries play in the community.

Recommendation

The Library Board strongly supports the appointment of Robley Welliver, Mary Spillane and Martha Neth as a member(s) on the Library Board.

Library Board

Applicant Package - Ward V

Library Board

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 12

Number of applicants in this package 1

- Bokhari, Saad

Received: 9/4/2026
Aurora Resident & Registered Voter
Arapahoe County
Vetted: 9/10/2026



Name: Bokhari, Saad

Address: [redacted] Aurora, 80013

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
33 years

Are you registered to vote?:

Yes

Years of Education Completed:
19

Degree(s) Received:
Masters of Arts in Education, Bachelor's of Arts

College(s) Attended:
University of Colorado at Denver, University of Colorado at Boulder, Community College of Denver, and TH Pickens Technical School

Employer Name:
U.S. Department of State

Employer Address:
2201 C Street NW, Washington, DC 20520

Current Position:
Foreign Service Officer (retired)

Years with Current Employer:
21

Work Experience:
international affairs, global policy analyst, high school social studies teacher

Certification(s):
Colorado professional teaching license

How are you involved in your community?:
give back to community, building personal network,

List your interests and activities.:
theatre, sports, volunteering

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

No

If yes, enter the board name and position:

NA

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

No

Why do you desire this appointment?:
give back to community

How much time do you anticipate being able to spend on this appointment each month?:
12

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

No

If yes, please explain:
No conflicts of interest to disclose.

Reference 1: Full Name, Phone Number and Address:
Iman Jodeh, [redacted]

Reference 2: Full Name, Phone Number and Address:
Phillip Coleman, [redacted]

Reference 3: Full Name, Phone Number and Address:
Ali Hassan, [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:
Saad Bokhari

Time of Submission: 09/04/26 12:11:11 PM

Attachments

- Newmont External Affairs--S Bokhari resume (1).pdf

Saad Bokhari

[redacted]

External Relations, Foreign Policy & Communications Professional

International relations and stakeholder engagement leader with 15+ years advising senior U.S. government officials in global, regulatory, and political contexts. Expert in executive communications, crisis management, and building trusted government and media relationships to support enterprise priorities.

Core Qualifications

- External relations and public affairs leadership; enterprise-level stakeholder engagement with government, media, policy, and civic actors.
- Executive communications, speechwriting, briefing materials, and leadership messaging for senior decision-makers.
- Geopolitical, legislative, and regulatory monitoring with actionable guidance for leadership and cross-functional teams.
- Crisis communications and issues management in high-visibility, fast-moving political environments.
- Cross-functional collaboration across policy, legal, diplomatic, and operational stakeholders.
- Human rights, governance, and international affairs background relevant to ESG, sustainability, and external risk issues.
- Strong judgment, discretion, and ability to influence without direct authority in complex organizations.

Political Officer
U.S. Mission to the EU | Brussels, Belgium | 2021-2025

- Drove strategic communications for U.S. government engagement with EU institutions on regulatory, governance, and geopolitical issues, aligning messaging with senior leadership priorities and responding to sensitive external developments.
- Created messaging strategies, executive communications, and stakeholder materials to advance engagement with international institutions and senior external counterparts.
- Coordinated with policy, legal, and diplomatic teams to ensure aligned positioning during high-profile developments, integrating external risk and stakeholder insight into leadership decision-making.
- Drafted press guidance, statements, executive talking points, and briefing materials that equipped senior leaders to operate in complex, high-stakes environments.
- Monitored legislative and regulatory developments affecting transatlantic priorities and delivered actionable communications guidance for leadership.
- Advised leadership during rapidly evolving political and geopolitical developments, supporting reputational risk management and establishing clear external positioning.

Public Engagement Officer
U.S. Embassy | Ankara, Turkey | 2016-2021

- Designed and executed public engagement and communications strategies that advanced diplomatic and policy objectives in a politically sensitive environment.
- Managed media relations, engaged press, and crafted messaging for senior U.S. officials, boosting visibility and consistency of external communications.
- Drafted speeches, communications materials, and briefing documents for senior leadership and high-level external engagement.
- Coordinated crisis communications and messaging during high-visibility political developments, demonstrating speed, judgment, and discretion.
- Built and maintained relationships with journalists, policy experts, and civic leaders, leveraging a strong foundation in stakeholder engagement and influence.

Economic Team Lead
Pakistan Desk | Washington, DC | 2014-2016

- Oversaw communications and policy messaging for economic and regulatory initiatives supporting bilateral engagement.
- Tracked legislation, regulatory developments, and economic policy trends to inform leadership of external developments shaping strategic priorities.
- Produced briefing materials and communications products supporting senior-level decision-making across cross-functional teams.

Special Assistant
Under Secretary for Public Diplomacy and Public Affairs | Washington, DC | 2012-2013

- Wrote speeches and advised senior leadership on executive messaging and strategic communications.
- Coordinated communications across multiple government offices and agencies, demonstrating strong collaboration and influence in matrixed environments

Public Engagement Officer
U.S. Embassy | Islamabad, Pakistan | 2010-2012

- Managed media relations and public communications supporting diplomatic initiatives and public engagement programs.
- Drafted press materials and communications products supporting external engagement objectives.

Political Officer
U.S. Embassy | Jakarta, Indonesia | 2008-2010

- Analyzed political and human rights developments affecting U.S. policy priorities and prepared analytical reporting for leadership.
- Produced briefings and assessments on sensitive external developments, strengthening early awareness of stakeholder and reputational risk factors.

Library Board

Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Cross, Marilyn

Received: 08/17/2026
Ward V Resident and Registered Voter
Arapahoe County
Vetted: 08/18/2026
Marcus Bond

Name: Cross, Marilyn

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
39

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
Bachelor Education, Master Community Development

College(s) Attended:
University of Colorado University of Missouri

Employer Name:
Retired - Last employer, CDOT

Employer Address:
Currently retired

Current Position:
Last position was Access Manager at CDOT

Years with Current Employer:
CDOT previously, now retired

Work Experience:
10 Years. See resume for other employment

Certification(s):
Previously - American Institute of Certified Planners (AICP), LEED AP

How are you involved in your community?:
Member of Arapahoe County Cultural Commission (SCFD) Two 3-year terms (total 6 years)

List your interests and activities.:
2 Book Clubs Hiking Church Travel Grandchildren

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

No

If yes, enter the board name and position:

Not current member of a board

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

No

Why do you desire this appointment?:
I am a member of two book clubs, and our groups frequently select books that are available through our local libraries. Through these experiences, I have come to appreciate the important role libraries play in our community. More recently, I have become aware of the many services offered by libraries throughout the metro area, including Maker Spaces, educational programs, technology resources, and other opportunities that extend well beyond books. I am excited by the idea of libraries continuing to evolve to meet the changing needs and interests of the community. I would welcome the opportunity to serve on the library board and contribute to an organization that supports the community, encourages lifelong learning, and expands the resources and opportunities available to Aurora residents.

How much time do you anticipate being able to spend on this appointment each month?:
The monthly meetings and additional time needed to prepare for the monthly meeting.

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

No

If yes, please explain:
No conflicts of interest that I know of.

Reference 1: Full Name, Phone Number and Address:
Mary Axtell, [redacted]

Reference 2: Full Name, Phone Number and Address:
Diane Germain, [redacted]

Reference 3: Full Name, Phone Number and Address:
Ellen Thelen, [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:
Marilyn Cross

Time of Submission: 08/17/26 5:43:52 PM

Attachments

- CROSS Marilyn Resume.pdf

MARILYN CROSS

[redacted]

MANAGEMENT: Planning ● Development

Expert and enthusiastic planning specialist with proven proficiency in:

- **Strategic researching, planning, and development.** Gifted and innovative analyst, data collector, and problem solver with demonstrated history of successfully launching multiple business locations and pinpointing cost savings. Proclivity for researching city codes and obtaining project approvals.
- **Project management and coordination.** Accredited professional having expertise in project scheduling and process planning. Adept at collaborating with diverse cross-functional teams within public and private sectors to support business goals and objectives. Penchant for full project lifecycles.
- **Relationship building.** Team player and contributor with aptitude for interpersonal communication, customer service, and conflict management. Experience functioning as liaison between customers and government agencies and in conducting presentations to various boards and associations.

Areas of specific skill:

Economic & Financial Analysis ● Budgeting ● Interpersonal Relationships ● Presentations ● Project Development ● Process Coordination ● Research ● Project Approvals ● Urban Planning ● Geographic Information Systems ●Utility Coordination ● Technical Writing ● Code Analysis ● Site Assessments ● Entitlements & Permitting

PROFESSIONAL EXPERIENCE

COLORADO DEPARTMENT OF TRANSPORTATION, Aurora, CO ● February 2012 – July 2022
Access Manager: Reviews and processes requests for access permits, analyzes development and access proposals, highway improvement design plans, land use changes and traffic impact studies for conformance with state regulations, applicable policies, using sound engineering, safety and planning principles.

COLORADO DISABILITY DETERMINATION SERVICES, Aurora, Colorado ● 2009-January 2012
Disability Examiner: Adjudicates disability claims for Social Security Administration. Analyzes medical and non-medical data to determine medical eligibility for Social Security Disability program. Developed a comprehensive knowledge of various physical and mental conditions and diseases. Collaborates with department contract physicians and other disability specialists to clarify data gathered from applicants. Authorized the purchase of necessary medical exams, tests and procedures when necessary. Obtains relevant occupational information regarding past work to determine if applicant had the functional ability to perform past work. Adapts court decisions, policies and procedures to fit the individual claim. Prepares written reports and justifications for decisions.

GALLOWAY & COMPANY, Greenwood Village, Colorado ● 2006-2008
Site Development Coordinator: Presided over real estate transaction due diligence for multi-service engineering, planning, and architectural consulting firm specializing in shopping centers, restaurants, and gasoline outlets. Performed pre-development research to pinpoint entitlement and/or construction constraints. Analyzed site conditions, limitations, and zoning to establish necessary processes for project entitlement acquisition. Established relationships with city officials to navigate political issues impacting site development and functioned as liaison between government agencies and company clients. Conducted public hearing presentations to obtain project approval from planning commissions and city councils. Coordinated project phase schedules, site planning, budgets, design issues, and permitting with diverse clients. Orchestrated bond and permit payments, utility availability, and sub-consulting services.

- Consistently provided accurate information to customer regarding all possible development constraints and costs by contacting providers and strategically positing process and cost questions.

- Earned reputation for comprehending government agency codes and for having ability to communicate and to provide guidance to clients.
- Created uniform site evaluation reports used company-wide for various client site investigations.
- Established comprehensive project schedules designed to track site progress from first real estate transaction to business opening.

Career Note: *Completed Census 2000 data analysis for the City of Boulder as* ***Planning Consultant*** *as well as held instructional roles from 2001-2006.*

CITY OF AURORA, COLORADO, PLANNING DEPARTMENT, Aurora, Colorado • 1992-2001
Planning Data Services Manager: Piloted collection, assessment, and distribution of socio-economic data, population and employment forecasts, and geographic requests for state's 3rd largest city boasting 300,000 residents. Contributed to data analysis and map preparation for department supplying transportation, environmental, and land planning leadership. Monitored creation of digital maps and maintenance of real property addresses. Evaluated fiscal and economic impact of new developments and analyzed trends. Directed compilation of 50+ data publications including annual trend reports, monthly newsletters, housing/vacancy surveys, population/employment forecasts, zoning maps, land use analysis, and departmental web page. Provided key leadership to Aurora Census 2000 Complete Count Committee. Compiled annual budget. Supervised 8 planning and technical employees.

- Achieved 7% increase in Census 2000 mail response rate over 1990 via creation and implementation of Census 2000 strategic plan highlighting goals and specific events and focusing on creating awareness of positive benefits of completing questionnaire. Additionally, instituted procedures to track data updates and to guarantee accuracy.
- Partnered with diverse business, religious organization, non-profit, and minority group leaders in determining solutions to promote census participation within respective groups.
- Led team in producing 30 map products by creating procedures to design high quality maps through institution of GIS applications within planning department.
- Minimized scheduling conflicts through institution of project tracking process.
- Contributed to Fitzsimons Army Medical Center revitalization as grant manager.
- Contributed to DRCOG Economic Forecasting Task Force and Aurora Public Schools Long Range Facilities Advisory Committee.
- Conducted policy analysis and supplied technical support for planning operations.
- Compiled annual reports, including housing/population, Census data, and fiscal impact details, and communicated information to general public.
- Prepared annual budgets for Planning Department and tracked expenditures.

PACE CONSULTANTS & ENGINEERS • Consultant/Project Manager

- Partnered with local government and private industries in socio-economic planning, workforce development, and required trainings.
- Contributed to diverse projects, including Mesa County's countywide Capital Improvements Program, a study of development patterns and social impacts in Colorado's oil shale region, a development guide for Rifle, Colorado, and a housing market feasibility analysis for Rio Blanco County

EDUCATION

Bachelor of Science in Education
University of Colorado, Boulder, Colorado

Master of Science in Community Development
University of Missouri, Columbia, Missouri

Professional Development
American Institute of Certified Planners (AICP)
Geographic Information Systems
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
Transit Alliance Citizens' Academy

Library Board

Applicant Package - Ward I

Library Board - Ward I

Term 16 Jun 2023 - 15 Jun 2026
Positions Available 9

Number of applicants in this package 1

- Friend, Jacob

Received: 2/1/2026
Ward I Resident and Registered Voter
Adams County
Vetted: 2/2/2026
Marcus Bond

Name: Friend, Jacob

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
1.5 years

Are you registered to vote?:

Yes

Years of Education Completed:
undergradutate

Degree(s) Received:
Bachelor's

College(s) Attended:
University of Illinois Springfield

Employer Name:
Colorado Department of Regulatory Agencies

Employer Address:
1560 Broadway St, Denver, CO 80202

Current Position:
Human Resources Specialist

Years with Current Employer:
1.2

Work Experience:

Specialist I NOVEMBER 2024 - PRESENT Selection and Recruitment Job Evaluation Special Projects: policy and system implementation Compliance and ethics State of Illinois, Dept. of Healthcare & Family Services - Human Resources Representative/Specialist JUNE 2022 - JULY 2024 Human Resources liaison for an agency division with approximately 700 employees, overseeing contractual rights hiring and movement, leaves of absence, job postings, onboarding/offboarding, etc. System implementation and troubleshooting Rule and policy interpretation and guidance State of Illinois, Dept. of Healthcare & Family Services - Human Services Caseworker AUGUST 2019 - JUNE 2022 Case management for Illinois Medicaid programs Answering routine and complex case inquiries from customers and Providers Respond and answer routine and complex inquiries from clients and Providers Maintain confidentiality and adhere to ethical standards State of Illinois, Dept. of Healthcare & Family Services - Management Operations Analyst I (temporary assignment) JANUARY 2022 - FEBRUARY 2022 Completed a 60-day temporary assignment Assist in the analysis, design, review, and testing of new, revised, or existing functionality of the IES system relating to medical programs for the State of Illinois Review medical program policy and rule changes for impact on IES State of Illinois, Dept. of Corrections - Intern JANUARY 2017 - APRIL 2017 Completed a 300-hour internship with the Planning & Research Unit Participated in weekly meetings regarding the design, creation, and implementation of new software to be utilized by the Agency Assisted in creating excel spreadsheets detailing populations and demographic information of State correctional facilities Jacksonville Municipal Airport - Line crew/Grounds Maintenance AUGUST 2013 - OCTOBER 2020 Operate the airport terminal front desk, interact with customers, pilots, and the general public, operate the main phone line, take messages, open/close the terminal and main hangar Provide various airport services such as aircraft fueling and towing, hangar rentals, aircraft scheduling for rental and training Mowing/general grounds upkeep and general cleaning Assist with one-on-one training of new employees in this position

Certification(s):
Prosci Change Management

How are you involved in your community?:
Aurora Road Runners (ARR) run club.

List your interests and activities.:
Running. Hiking. Reading. Spending time with my dog. I want to be more active in the well-being of my community.

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

No

If yes, enter the board name and position:
N/A

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

No

Why do you desire this appointment?:
I am an avid reader, and I wish to be more active in my community. I see libraries as an essential function of a community for the well-being of its people, not only as a place to borrow books and media, but also access computers and serve as a safe space.

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

I will make arrangements as needed.

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Kaleigh Moore, [redacted]

Reference 2: Full Name, Phone Number and Address:
Lauren Garcia, [redacted]

Reference 3: Full Name, Phone Number and Address:
William Cummins, [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:
Jacob Friend

Time of Submission: 02/01/26 8:55:02 PM

Attachments

- Board Resume CURRENT.pdf

Jacob (Jake) Friend

[redacted]

EXPERIENCE

State of Colorado, Dept. of Regulatory Agencies - *Human Resources Specialist I*

NOVEMBER 2024 - PRESENT

- Selection and Recruitment
- Job Evaluation
- Special Projects: policy and system implementation
- Compliance and ethics

State of Illinois, Dept. of Healthcare & Family Services - *Human Resources Representative/Specialist*

JUNE 2022 - JULY 2024

- Human Resources liaison for an agency division with approximately 700 employees, overseeing contractual rights hiring and movement, leaves of absence, job postings, onboarding/offboarding, etc.
- System implementation and troubleshooting
- Rule and policy interpretation and guidance

State of Illinois, Dept. of Healthcare & Family Services - *Human Services Caseworker*

AUGUST 2019 - JUNE 2022

- Case management for Illinois Medicaid programs
- Answering routine and complex case inquiries from customers and Providers
- Respond and answer routine and complex inquiries from clients and Providers
- Maintain confidentiality and adhere to ethical standards

State of Illinois, Dept. of Healthcare & Family Services - *Management Operations Analyst I (temporary assignment)*

JANUARY 2022 - FEBRUARY 2022

- Completed a 60-day temporary assignment
- Assist in the analysis, design, review, and testing of new, revised, or existing functionality of the IES system relating to medical programs for the State of Illinois
- Review medical program policy and rule changes for impact on IES

State of Illinois, Dept. of Corrections - *Intern*

JANUARY 2017 - APRIL 2017

- Completed a 300-hour internship with the Planning & Research Unit
- Participated in weekly meetings regarding the design, creation, and implementation of new software to be utilized by the Agency
- Assisted in creating excel spreadsheets detailing populations and demographic information of State correctional facilities

Jacksonville Municipal Airport - *Line crew/Grounds Maintenance*

AUGUST 2013 - OCTOBER 2020

- Operate the airport terminal front desk, interact with customers, pilots, and the general public, operate the main phone line, take messages, open/close the terminal and main hangar
- Provide various airport services such as aircraft fueling and towing, hangar rentals, aircraft scheduling for rental and training
- Mowing/general grounds upkeep and general cleaning
- Assist with one-on-one training of new employees in this position

EDUCATION

University of Illinois, Springfield - *Bachelor of Arts, Criminal Justice*

AUGUST 2013 - MAY 2017

Cum Laude, 3.66 GPA

Languages

- English
- Spanish *(beginner)*

Library Board

Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Gold, Erin

Received: 08/13/2026
Ward II Resident and Registered Voter
Arapahoe County
Vetted: 08/13/2026
Marcus Bond

Name: Gold, Erin

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
4 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

Degree(s) Received:
Bachelor of Arts in History, minor in Literature Master of Education in Secondary Education- Social Studies Additional graduate hours in Theology

College(s) Attended:
University of North Texas and University of Notre Dame

Employer Name:
Aurora Public Schools

Employer Address:
1300 S. Sable Blvd. Aurora, CO

Current Position:
Title IX and 504 Coordinator at Gateway High School

Years with Current Employer:
3

Work Experience:
5 years as a teacher and program coordinator in Colorado public schools, 7 years in Utah schools as a teacher and debate coach, 4 years as a teacher and debate coach in Texas public schools, additional work in various archives on a project basis, freelance writer

Certification(s):
Colorado teacher certification, Colorado Notary Public

How are you involved in your community?:
I prioritize going to local businesses as much as possible, use the library system for every imaginable purchase, my son participates in rec league sports and activities, we pick up trash from trails, and enjoy the numerous festivals and community events that Aurora has to offer. I love living, working, and raising my child here.

List your interests and activities.:

Writing, photography, traveling, reading, building miniatures, music/concerts, a bowling league made up of other APS employees, Aurora Education Association member, Denver Zine library volunteer, hanging out with my family and our dog

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

No

If yes, enter the board name and position:
N/A

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

No

Why do you desire this appointment?:
I was a proud library kid growing up, and continue to be an enthusiastic library adult. I love libraries and what all they have to offer the communities they serve. Being a part of that world would not only be exciting but enriching as well.

How much time do you anticipate being able to spend on this appointment each month?:
I'm not sure. I'd like to find out the average time spent.

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:
Kyle Hirsch Info available upon request

Reference 2: Full Name, Phone Number and Address:
Denice Alvarez Info available upon request

Reference 3: Full Name, Phone Number and Address:
Erin Cisneros Info available upon request

How did you hear about us?:

Word of Mouth

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

Time of Submission: 08/13/26 5:48:51 PM

Library Board

Applicant Package - Ward III

Library Board - Ward III

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Mallory, Kristin

Received: 08/15/2026
Ward III Resident and Registered Voter
Arapahoe County
Vetted: 08/18/2026
Marcus Bond

Name: Mallory, Kristin

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
11 years

Are you registered to vote?:

Yes

Years of Education Completed:
19

Degree(s) Received:
Juris Doctorate

College(s) Attended:
University of Sioux Falls - BA in Criminal Justice Arizona Summit Law School - Juris Doctorate

Employer Name:
United States Postal Service

Employer Address:
3300 S Parker Rd, Suite 400 Aurora, CO 80014

Current Position:
Contracting Officer

Years with Current Employer:
10

Work Experience:
I work for the U.S. Postal Service in procurement and supply management, where I manage and negotiate complex contracts and multimillion-dollar acquisitions. My work involves developing acquisition strategies, evaluating proposals, negotiating with vendors, ensuring compliance with federal procurement requirements, and managing supplier relationships to secure the best value for the Postal Service. In short, I help make sure the USPS gets the goods and services it needs to keep the nation’s mail system running efficiently, responsibly, and cost-effectively.

Certification(s):
None

How are you involved in your community?:

I am deeply committed to serving my community and creating a stronger, more equitable place for everyone. I currently serve as an elected member of the Aurora Public Schools Board of Education, where I advocate for students, educators, and families and work to ensure every student has the opportunity to thrive. I have also spent years involved in Democratic organizing and community advocacy, including serving as Chair of the Arapahoe County Democratic Party. Across my community work, I have focused on building coalitions, listening to people with different perspectives, and taking action on issues that affect our neighborhoods, from protecting immigrant families and supporting public education to addressing environmental and economic justice.

List your interests and activities.:
Reading, biking, and hiking / backpacking

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

Yes

If yes, enter the board name and position:
Aurora Public School Board of Education - Elected Board Director

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 serve on the Library Board because I believe public libraries are one of the most important institutions in a community. Libraries provide far more than books. They are places where people learn, connect, access technology and information, discover new ideas, and feel a sense of belonging. I also see our libraries as an important partner to Aurora Public Schools in improving literacy and supporting student success. By strengthening partnerships between libraries, schools, educators, and families, we can expand access to books and literacy programs, encourage a love of reading, and help ensure that every child has the resources they need to become a strong reader. I would be excited to help build those connections and identify opportunities for the library and APS to work together to increase literacy rates across our community. As someone who values education, public service, and equitable access to opportunity, I would be honored to help ensure our libraries remain welcoming, well-funded, accessible, and responsive to the needs of our entire community. I would bring my experience in public service, governance, procurement, and coalition-building to the Board while listening closely to residents and working collaboratively to strengthen our library system for years to come.

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

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
Louise Glover[redacted]

Reference 2: Full Name, Phone Number and Address:

Russ Jacobs [redacted]

Reference 3: Full Name, Phone Number and Address:
Nora Alcazar[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:
Kristin Mallory

Time of Submission: 08/15/26 8:23:28 AM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Neth, Martha

Received: 08/14/2026
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 08/14/2026
Marcus Bond

Name: Neth, Martha

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
19 years

Are you registered to vote?:

Yes

Years of Education Completed:
All of them

Degree(s) Received:
BA, MA, MLS

College(s) Attended:
CU Boulder, Indiana University, currently attending SUNY BUffalo

Employer Name:
RMCAD

Employer Address:
1600 Pierce St, Lakewood, CO 80214

Current Position:
Director of the Learning Commons

Years with Current Employer:
8 years

Work Experience:
see cv

Certification(s):
n/a

How are you involved in your community?:
active member of Parkview Congregational Church

List your interests and activities.:
Cooking, eating, reading, running, swimming

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

No

If yes, enter the board name and position:
n/a

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

No

Why do you desire this appointment?:
My kids are grown and I love Aurora and would like to serve.

How much time do you anticipate being able to spend on this appointment each month?:
10 hours. depending. Maybe less, maybe more.

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:
Lynette Lang [redacted]

Reference 2: Full Name, Phone Number and Address:
Cara Neth [redacted]

Reference 3: Full Name, Phone Number and Address:
Carolyn Patterson [redacted]

How did you hear about us?:

Outreach by City Clerk's Office

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

Time of Submission: 08/14/26 9:55:06 AM

Attachments

- NETH_CV_2026.pdf

Martha Clare Neth

[redacted]

EXPERIENCE

Director of Learning Commons
Rocky Mountain College of Art + Design (RMCAD) **October 2018 to present**

- Direct the library and tutoring center
- Supervise library technician and professional tutors
- Serve on Assessment Committee
- Serve as key member of institutional accreditation team.
- Develop and expand instruction and reference serves
- Collaborate with faculty to improve information literacy performance
- Coordinate re-certification of tutoring center through the College Reading & Learning Association

Librarian
Art Institute of Colorado **October 2012 to September 2018**

- Manage all front end library services.
- Act as liaison to corporate technical services department.
- Provide all library instruction and reference services.
- Supervise circulation and library student staff positions to ensure full library coverage days, evenings and weekends
- Build library collection according to academic need.
- Serve on Retention and Curriculum Committees.
- Serve as key member of institutional accreditation team.
- Developed and expanded instruction and reference services
- Collaborate with faculty to improve information literacy performance
- Primary trainer in switch to new Learning Management System

Adjunct Professor
Community College of Aurora **August 2010 to April 2013**
Taught wide range of curriculum to diverse group of students in post-secondary setting, including Art Appreciation, Art History I, Prehistory to Gothic and Art History II, Renaissance to 1900

Instruction Librarian
Johnson & Wales University **August to December, 2009**
(Temporary position) Johnson and Wales Library provides academic support for staff, faculty and students.

Acting Head of Reader Services

Art Institute of Chicago **January to May 2006**
Performed as the head of the reference department of the Ryerson & Burnham Libraries, a major art and architecture research collection serving The Art Institute of Chicago, scholars in the fields of art and architectural history, and the general public.

Reader Services Librarian
School of the Art Institute of Chicago **July 2001 to December 2003**
Head of the reference department of the Flaxman Library in support of the curriculum of the SAIC.

Senior Reference Librarian
Art Institute of Chicago **March 1998 to June 2001**
Senior librarian of the reference department of the Ryerson & Burnham Libraries, a major art and architecture research collection serving The Art Institute of Chicago, scholars in the fields of art and architectural history and the general public.

EDUCATION

Doctoral Program in Progress, University of New York, Buffalo – in progress
Department of Information Science

Master's Degree, Indiana University
School of Library and Information Science and School of Fine Arts Graduate School -
Masters of Library Science, December 1997
Master of Arts in Art History, March 1998

- Recipient, Academic Scholarship, School of Library and Information Science, 1996-1997.
- Recipient, Caroline Smerk Memorial Scholarship in Art Librarianship, 1997.

Bachelor's Degree, University of Colorado at Boulder
Anthropology and Art History, 1987

PUBLICATIONS

"Library instruction for students in design disciplines: scenarios, exercises and techniques" [book review]. Art Libraries Journal v. 27, no. 4 (2002), p.34-36.

"Citation Analysis and the Web." Art Documentation v.17, no. 1 (Spring 1998), p.29-33.

CERTIFICATIONS

IDEA (Innovation, Disruption, Enquiry, Access) Institute on Artificial Intelligence (AI)

UNIVERSITY SERVICE

RMCAD

- Co-chair, academic integrity committee
- Program Review and Assessment Committee – cocurricular

Art Institute of Colorado
- Co-chair, Retention Committee
- Assessment Committee

CONFERENCE PRESENTATIONS

Neth, M. (2026, May 2-8). Overcoming student resistance through providing reference services in the writing/tutoring center. In *P'tite vite! Using libraries to connect (and connect the dots)* [lightning talks]. ARLIS/NA 2026: 54th Annual Conference.

Neth, M. (2026, February 25-27). Co-curricular, holistic inclusion. In Cohen, J. (Chair). *Community in the composition classroom: Writing to belong* [panel]. Humanities Education and Research Association Virtual Conference.

Information Sharing in the Studio Critique. *Arlis/NA Mountain States Virtual Symposium,* February 24, 2023

Best Practices for Embedding Tutors, LSAC annual conference, May 2021

CONFERENCES ATTENDED

ARLIS/NA, 54th annual conference, May 2026
ARLIS/NA, 50th annual conference, April 2022
ARLIS/NA, 49th annual conference, May 2021
LSAC annual conference, May 2021
TASS 2021 (Teaching Academic Survival and Success), March 2021
NCLCA Virtual Conference (National College Learning Center Association), February 2021
ASIS&T 83rd annual meeting, October 2020
ISIC2020, September 2020

PROFESSIONAL MEMBERSHIPS

ASIS&T, 2020-
Arlis/NA, 2021-

Art Libraries Society of North America
RISS Moderator, April 2001 - 2002
RISS Co-Moderator, April 2000 - 2001
RISS Recorder and Update Editor, April 1999 - 2000
Professional Development Committee, 1999-2002
Professional Development Committee, 2021-2023

American Library Association

Secretary ALA Student Chapter, Indiana University, Bloomington, August 1996-December 1997

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Rinaldi, Joan

Received: 08/17/2026
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 08/18/2026
Marcus Bond

Name: Rinaldi, Joan

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
28 years

Are you registered to vote?:

Yes

Years of Education Completed:
17 years

Degree(s) Received:
Masters Degree in Political Science

College(s) Attended:
Kent State University - Undergrad Purdue University - Graduate

Employer Name:
State of Colorado - DORA

Employer Address:
1560 Broadway Suite 1550 Denver CO 80202

Current Position:
Operations Specialist

Years with Current Employer:
6

Work Experience:

Monitor legislative sessions. Identify bills impacting the Department, provide summaries and related links, track bill progress and update session calendar for key division stakeholders. •Monthly Report Tracking and Analysis. Work with Divisions to ensure timely submission of monthly performance reports. Review numbers to identify any instances where the metrics are off track. Provide updates to the data administrator regarding current status. •Gemini AI Pilot Administrative team member and participant. Use Gemini AI at least 3 times per week to identify use cases, risks, and best practices. Track participation of 120 Gemini pilot members across trainings, cohort meetings, and weekly surveys. Drafted communication providing participation requirements and weekly reminders. •Learn the LXP platform in order to track Compliance Training completion status. Prepared how-to materials for staff. Feature Lunch-and-Learn series. Reestablished this offering for our hybrid workforce. Select topics, reach out to key state and local organizations, coordinate logistics with presenters, and host sessions. •Professional Training Opportunities. Research vendor offerings and design a plan for the fiscal year that optimizes training offerings within budgetary limits. Created dynamic worksheet for leadership use to simplify the process of evaluating and approving training options. Negotiate timelines with vendors and manage SOWs, POs, and invoices. Announce courses, monitor roster, distribute course materials, coordinate with instructors, and track attendance in the Cornerstone Learning Management system. • Complete various administrative assignments, including reconciling building access lists with current personnel records; identifying and scheduling audio-video technician for conference room system repairs; locating sign company to update office signage. • Learned Canva and Constant Contact to prepare announcement materials for Lunch-and-Learn Sessions, HR training sessions, external vendor trainings, and departmental newsletters.

Certification(s):
None

How are you involved in your community?:
I am not currently involved in the community which is why I am pursuing a seat on the library board as I am interested in getting involved. In the past, I have volunteered at Humane Colorado. I have attended several library offerings--from both Aurora and Arapahoe county.

List your interests and activities.:
Recently completed the program at the University of Vermont to become an end-of-life doula Reading, baking, crafting

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

No

If yes, enter the board name and position:
none

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

No

Why do you desire this appointment?:

As mentioned above, I am looking to get involved in the community. The library board combines my interest in political science with my love of the library and its services. Yes, I love to read, but my love of the library extends beyond books--just as the library is so much more than books. What better way to get involved with the community than to serve an institution that touches so many parts of the community? As Aurora plans for the future and determines where to put its resources, the needs of the library system is a big part of that equation. Having a library board at (or at least closer to) full capacity will make it easier for board members to do the work of representing the community and promoting and advocating for the library.

How much time do you anticipate being able to spend on this appointment each month?:
It is hard to answer as I don't know the kind of time this requires beyond the board meetings. I would estimate 3-4 hours a week. Most of it would have to be evenings and weekends, as I am working full-time.

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
Rebecca Arno [redacted]

Reference 2: Full Name, Phone Number and Address:
Patrick Horvath [redacted]

Reference 3: Full Name, Phone Number and Address:
Michele Sienkiewicz [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:
Joan Rinaldi

Time of Submission: 08/17/26 9:17:15 AM

Attachments

- JoanRinaldiResume-Aug 2026.pdf

Joan Rinaldi
[redacted]

Dedicated employee with extensive experience working in a fast-paced, high-volume, service-based environment-both in-person and remotely. Excellent background in developing and implementing training protocols, quality assurance processes and daily operational standards. Strong analytical and strategic thinker and team builder with focus on departmental success and customer satisfaction.

Work Experience

Department of Regulatory Agencies June 15, 2020-Present
Executive Director's Office

Operations Specialist December 2024 - Present

Original position of Workforce Project Tech in EDO's office reallocated according to a new staffing plan. Maintained original responsibilities and added the following:

• Monitor legislative sessions. Identify bills impacting the Department, provide summaries and related links, track bill progress and update session calendar for key division stakeholders.

•Monthly Report Tracking and Analysis. Work with Divisions to ensure timely submission of monthly performance reports. Review numbers to identify any instances where the metrics are off track. Provide updates to the data administrator regarding current status.

•Gemini AI Pilot Administrative team member and participant. Use Gemini AI at least 3 times per week to identify use cases, risks, and best practices. Track participation of 120 Gemini pilot members across trainings, cohort meetings, and weekly surveys. Drafted communication providing participation requirements and weekly reminders.

•Learn the LXP platform in order to track Compliance Training completion status. Prepared how-to materials for staff.

Workforce Project Technician February 13, 2023 - December 2024

• Feature Lunch-and-Learn series. Reestablished this offering for our hybrid workforce. Select topics, reach out to key state and local organizations, coordinate logistics with presenters, and host sessions.

•Professional Training Opportunities. Research vendor offerings and design a plan for the fiscal year that optimizes training offerings within budgetary limits. Created dynamic worksheet for leadership use to simplify the process of evaluating and approving training options. Negotiate timelines with vendors and manage SOWs, POs, and invoices. Announce courses, monitor roster, distribute course materials, coordinate with instructors, and track attendance in the Cornerstone Learning Management system.

• Complete various administrative assignments, including reconciling building access lists with current personnel records; identifying and scheduling audio-video technician for conference room system repairs; locating sign company to update office signage.

• Learned Canva and Constant Contact to prepare announcement materials for Lunch-and-Learn Sessions, HR training sessions, external vendor trainings, and departmental newsletters.

Division of Professions and Occupations

Assistant to the Division Director June 15, 2020-February 2023

• Managed calendar for a busy Division Director whose schedule required frequent, often last-minute, adjustments. Provided professional, appropriate communication to those impacted by the changes.

• Provided daily updates to Division Director regarding requests for signature, documents for review, and scheduled events so that the Director has the necessary materials to complete requested tasks.

• Tracked all bills impacting the Division during the legislative session. Provided daily updates of relevant committee schedules to Division Leadership.

• Organized and archived for future reference all documentation and communication related to specific bills being tracked by the Division.

• Created a legislative implementation plan by determining appropriate bill lead assignments, scheduling strategy meetings with key stakeholders, and providing training for new bill leads.

• Drafted monthly newsletter to highlight individual and team accomplishments.

• Coordinated annual and mid-year Division business plan meetings, including scheduling to accommodate a 30-person management team, creating the agenda, and drafting the plan documents.

• Planned and hosted remote employee appreciation events, including scheduling for a 130-person team, organizing the agenda, determining team-building activities, gathering donations and distributing prizes.

• Served as first point of contact for the State's Military Spouse licensing program, providing specific answers and general information as needed to facilitate utilization of the program.

• Executed travel plans and created travel packets to meet Department specifications regarding hotels, airfare, meals, and reimbursements. Maintained tracking reports regarding all Director travel.

• Successfully assumed office space renovation project. Connected and coordinated work with outside vendors for moving and installation. When original furniture vendor stopped production abruptly, pivoted quickly to identify and onboard a new provider, avoiding project delays.

• Organized "unpacking days" to bring in 130 staff members who had been out since March, 2020 and who had left in the middle of an office renovation. Coordinated with the state OIT office to have deskside support onsite during unpacking so systems could be set up, ports, tested,and missing equipment identified.

• Contributed to overall team building by scheduling and hosting meet-and-greet events for remote-only employees.

• Designed training plans and scheduled events for the new Deputy Director of Programs and the Director of External Affairs, and organized the presentation of materials and staff to facilitate successful onboarding.

• Designed new templates for Leadership and Town Hall agendas.

• Designed new approach to bill implementation process that met goal of bill-lead accountability while maintaining appropriate level of leadership oversight.

• Drafted Fiscal Notes for 2023 legislative session. Coordinated calendars for 7-10 individuals so as to schedule Fiscal Note meetings on short notice.

• Learned process/procedures for purchasing to book travel, purchase replacement keys.
• Coordinated food purchases for onsite and offsite events (Tyler visit and Leadership meeting)
• Scheduled interviews for open positions.

20|20 Research October 2016-January 2020
Senior Director of Research Services June 2017-January 2020
• Created a cohesive department from 5 disparate teams. Designed and implemented cross training to expand capacity without increasing costs. Hired team leaders and assisted with hiring team members as needed.
• Created a new team and corresponding processes for survey programming. This resulted in a substantial change to the Client Services team structure which facilitated a better growth plan.
• Managed the vendor relationship with several suppliers, including the survey software, support ticketing system and panel management platform. Engaged in periodic reviews of the market to determine best offerings available.
• Restructured schedules and developed a generalist position that increased team capacity and reduced overtime by 10%.
• Implemented quality control processes that reduced active project discounts.
• Created reports that tracked outside, project-related, vendor spending and coordinated with the team on ways to manage and reduce these costs. This resulted in a 4% reduction.
• Conducted a yearly performance review and mid-year check-in for Research Services staff.
• Gained expert-user level for nine software platforms--four that were internally designed and five that are commercial.
• Ensured that the Research Services team of the Operations division was efficiently and effectively supporting the Client Services team.

VP of Tech and Moderating Services October 2016-June 2017
• Maintained team progress during the acquisition of iModerate by 20|20 Research.
• Trained existing team on process of new company.
• Implemented the vision of the executive team regarding the integration of recent acquisitions.

iModerate Research
VP of Tech and Moderating Services March 2016-October 2016
• Reduced departmental labor costs by 5% in the second quarter through re-organizing work schedules, coordinating workflow across several project teams and instituting cancellation fees to help keep clients on track.
Director of Tech Services December 2007-March 2016
• Managed the team that was responsible for the technical creation and implementation of surveys.
• Managed daily employee assignments and project flow.
• Monitored project spending against project budgets.
• Purchased survey software that increased the quality of quantitative offerings which resulted in a 50% reduction of outsourcing costs. Trained the client services team to use it.
• Responsible for purchase orders and all departmental record keeping.
• Maintained margins over 30% for sample purchases.

• Monitored progress against contractual obligations and analyzed client contributions towards those obligations.
• Tracked incentive purchases. Analyzed previous year's costs and subsequently developed a new approach to incentive distribution that reduced our costs by 7% annually.
• Developed a restructured moderating schedule to better accommodate study schedules resulting in a decrease in overhead costs with no reduction in productivity.
• Implemented continuing education opportunities for team which reduced turnover 100% and increased the quality of products offered.
• Hired and managed a talent team to create value-add survey tools, saving the company thousands of dollars a year.
Manager of Operations Dec. 2006-Dec. 2007
• While guiding projects through the shop, developed data collection and monitoring systems to increase understanding of production and costs associated with our work.
• Developed a plan to streamline the flow of information, reducing the existing redundancy.
• Expanded the position of Manager of Operations to include the oversight of survey programming.
• Developed quality control procedures used by internal and external clients.
Moderator March 2006-Dec. 2006
• Conducted one-on-one online qualitative interviews with survey respondents to garner greater insight into their survey responses.

Education
B.A. Political Science Kent State University
M.A. Political Science Purdue University

Library Board

Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Schneller, Barbara

Received: 07/31/2026
Ward V Resident and Registered Voter
Arapahoe County
Vetted: 7/31/2026
Marcus Bond

Name: Schneller, Barbara

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
n/a

How long have you lived in Aurora?:
40 years

Are you registered to vote?:

Yes

Years of Education Completed:
17

Degree(s) Received:
Bachelor of Education

College(s) Attended:
Roosevelt University/ Chicago,IL

Employer Name:
Retired

Employer Address:
n/a

Current Position:
n/a

Years with Current Employer:
n/a

Work Experience:
n/a

Certification(s):
n/a

How are you involved in your community?:
City of Aurora Youth Commission/4 years Aurora Commission for Older Adults/8 years

List your interests and activities.:
Reading, children's and young adult services, exercise, tap, Senior 88.

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

No

If yes, enter the board name and position:
n/a

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

No

Why do you desire this appointment?:
I was an employee of the library for 25 years.

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

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:
Tina Bell, [redacted]

Reference 2: Full Name, Phone Number and Address:
Jack Reader, [redacted]

Reference 3: Full Name, Phone Number and Address:
Susan Chapman, [redacted]

How did you hear about us?:

Outreach by City Clerk's Office

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

Time of Submission: 07/31/26 6:09:16 PM

Library Board

Applicant Package - Ward VI

Library Board

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 12

Number of applicants in this package 1

- Schultz, Mary

Received: 9/9/2026
Aurora Resident and Registered Voter
Arapahoe County
Vetted: 9/10/2026



Name: Schultz, Mary

Address: [redacted] Aurora, 80016

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
25

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
Master's of Nonprofit Management Bachelors - Communications with emphasis in Journalism Minor in International Political Science

College(s) Attended:
University of Denver Regis University California State University, Fullerton

Employer Name:
Colorado Department of Education

Employer Address:
201 E. Colfax Ave, 4th Floor, Denver, CO 80203

Current Position:
Program Support

Years with Current Employer:
1

Work Experience:
30 years plus in nonprofit 5 years in government 18 years in freelance magazine, blogs, and social media

Certification(s):
Denver Publishing Institute

How are you involved in your community?:
Volunteer activities with the Mountain & Plains Independent Bookseller Association, Our Lady of Loreto. Board member on Women's Foundation of Colorado and Insight Colab.

List your interests and activities.:
Reading, collecting books, feature writing, travel and cooking Asian cuisines are some of my favorite activities.

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

Yes

If yes, enter the board name and position:
Boardmember for Insight Colab Committee member on Communications for Women's Foundation of Colorado

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

No

Why do you desire this appointment?:
I love books and want to dive into learning how I can promote reading and instill curiosity in my community.

How much time do you anticipate being able to spend on this appointment each month?:
10 to 20 hours

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

No

If yes, please explain:
No conflict of interest.

Reference 1: Full Name, Phone Number and Address:
Abbie Kozik, [redacted]

Reference 2: Full Name, Phone Number and Address:
Arlene Hicks, [redacted]

Reference 3: Full Name, Phone Number and Address:
Frankie Anderson, [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:
Mary Jeneverre Schultz

Time of Submission: 09/09/26 10:21:17 AM

Library Board

Applicant Package - Unincorporated Aurora

Library Board - Unincorporated Aurora

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 12

Number of applicants in this package 1

- Spillane, Mary

Received: 08/24/2026
Non Resident and Registered Voter
Unincorporated Aurora
Vetted: 08/24/2026
Marcus Bond

Name: Spillane, Mary

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
N/A - retired

How long have you lived in Aurora?:
In my current home, since 2011; I grew up in Aurora, attending Polton Elementary, Prairie Middle School, and Overland High School, leaving in 1985 to attend college in Ohio.

Are you registered to vote?:

Yes

Years of Education Completed:
High school, college, and graduate school

Degree(s) Received:
MBA in Not-for-Profit Management from Boston University (Boston, Massachusetts) BS in German/Secondary Education from Miami University (Oxford, Ohio) Graduated from Overland High School in Aurora

College(s) Attended:
Boston University (Boston, Massachusetts) and Miami University (Oxford, Ohio)

Employer Name:
Retired December 31, 2025, from Comcast as Director, Community Impact

Employer Address:
Retired from Comcast, worked at their office located at 8000 E. Iliff Ave, Denver CO 80231

Current Position:
Retired - continue to volunteer with several local community organizations

Years with Current Employer:
Worked at Comcast 2011-2025, retired December 2025

Work Experience:

Mary Spillane - an accomplished community impact executive with a proven record of driving transformational change through nonprofit leadership, strategic partnerships, and board service. Career achievements include championing initiatives that strengthen communities, expand access to critical resources, and deliver measurable results. At Comcast, led community investment and impact programs, August 2011 - December 2025; directed approximately $15 million in financial and in-kind resources each year to more than 100 community organizations, advancing digital opportunity and fostering partnerships across Colorado. Strategic initiatives demonstrated the ability to align corporate resources with community needs while building sustainable impact, including connecting over 752,000 low-income Colorado residents to home internet services, investing in programs with many nonprofit community partners that helped people of all ages develop critical digital skills, engaging thousands of employees in volunteer service projects, and supporting senior executives serving on 60+ nonprofit boards across Colorado. Beyond Comcast, fundraising and development strategies successfully implemented in roles at Civic Center Conservancy, Denver Public Schools Foundation, Colorado Symphony Orchestra, and Resurge International. These initiatives resulted in multimillion-dollar sponsorships, high-profile community events, and innovative communications campaigns that amplified organizational missions. Governance experience spans roles as a Commissioner for Serve Colorado (The Governor's Commission on Community Service), board service with a variety of community organizations including the Foundation for Colorado Community Colleges, Easterseals Colorado, B:CIVIC at the Denver Metro Chamber Leadership Foundation, and Aurora Public Schools Foundation.

Certification(s):
N/A

How are you involved in your community?:
I was employed at Comcast from August 2011 - December 2025 leading the company's community investment initiatives and employee volunteer programs across Comcast's Colorado service areas. I valued and enjoyed developing long-term partnerships with nonprofits in many different communities across the state; I learned a great deal from them as we collaborated on digital skills programs and many other valuable service initiatives. Since my retirement from Comcast in December 2025, I have been fortunate to stay in close touch with many of the community organizations I had worked with for so many years, and I enjoy continuing to serve as an active volunteer board member at Easterseals Colorado and the Foundation for Colorado Community Colleges, and as a Commissioner at Serve Colorado, The Governor's Commission on Community Service. In February 2026, I began volunteering weekly at the Aurora Animal Shelter. I continue attending and supporting a variety of community events, and value the opportunities they offer for me to learn about the changing needs in our local communities and to consider ways I can provide helpful support.

List your interests and activities.:
I enjoy traveling, reading, attending arts and music events, gardening, and volunteering in a variety of ways.

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

Yes

If yes, enter the board name and position:
Easterseals Colorado - Board Member Foundation for Colorado Community Colleges - Board Member Serve Colorado, The Governor's Commission on Community Service - Commissioner

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

No

Why do you desire this appointment?:
I have always valued the important role libraries play in our communities, connecting people to an enormous variety of resources, information, and support that can open opportunities and transform their lives. In my role at Comcast, I was especially grateful to enjoy a longtime partnership with Aurora Public Library; I learned a great deal from the Library team and their innovative approaches to serving and engaging people from every Aurora community, particularly as community needs evolved rapidly over time. Our Comcast team collaborated with the Library team on digital skills programming, community events, and telling stories through producing and airing PSA television spots that helped more people across Aurora better understand the many valuable resources and opportunities the Library offers. I grew up in Aurora, and my family and I benefited from many Library programs over the years; I found it particularly meaningful both professionally and personally to work closely with the wonderful Library team! I retired from my Comcast role in December 2025, and now that I have more time for community work, I am excited about, and inspired by, the opportunity to continue learning from the Library team's thoughtful vision and important initiatives. I look forward to contributing to the growth and success of their programs and services. Thank you for considering my application.

How much time do you anticipate being able to spend on this appointment each month?:
I recently retired from my full-time work at Comcast; I have some regular ongoing volunteer commitments, but my schedule allows for flexibility to become more deeply involved in responsibilities related to this appointment. I look forward to taking on engagement with the Aurora Public Library board as a significant role and responsibility.

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:
Roman Krafczyk, [redacted]

Reference 2: Full Name, Phone Number and Address:
Ron Orlando, [redacted]

Reference 3: Full Name, Phone Number and Address:
Lucille Echohawk [redacted]

How did you hear about us?:

Word of Mouth

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

Time of Submission: 08/24/26 3:48:27 PM

Attachments

- Mary Spillane Summer 2026.pdf

Mary Spillane
August 2026 - Recently retired from my role as Director of Community Impact at Comcast, August 2011 - December 2025

Executive Summary

An accomplished community impact executive with a proven record of driving transformational change through nonprofit leadership, strategic partnerships, and board service. Career achievements include championing initiatives that strengthen communities, expand access to critical resources, and deliver measurable results.

At Comcast, leadership efforts directed approximately $15 million in financial and in-kind resources each year to more than 100 community organizations, advancing digital opportunity and fostering partnerships across Colorado. Strategic initiatives demonstrated the ability to align corporate resources with community needs while building sustainable impact, including connecting over 752,000 low-income Colorado residents to home internet services, investing in programs with many nonprofit community partners that helped people of all ages develop critical digital skills, engaging thousands of employees in volunteer service projects, and supporting senior executives serving on 60+ nonprofit boards across Colorado.

Beyond Comcast, fundraising and development strategies successfully implemented in roles at Civic Center Conservancy, Denver Public Schools Foundation, Colorado Symphony Orchestra, and Resurge International. These initiatives resulted in multimillion-dollar sponsorships, high-profile community events, and innovative communications campaigns that amplified organizational missions.

Governance experience spans roles as a Commissioner for Serve Colorado (The Governor's Commission on Community Service), board service with a variety of community organizations including the Foundation for Colorado Community Colleges, Easterseals Colorado, B:CIVIC at the Denver Metro Chamber Leadership Foundation, and Aurora Public Schools Foundation. Began volunteering weekly at Aurora Animal Shelter in February 2026.

Academic credentials include an MBA in Not-for-Profit Management from Boston University and a BS in German/Secondary Education from Miami University (Oxford, Ohio). Graduated from Overland High School in Aurora.

Bringing a collaborative, consultative approach, focus remains on empowering organizations, strengthening partnerships, and driving mission-driven outcomes. A deep passion for community well-being and equity aligns with the values of leading nonprofit boards, ensuring commitment to advancing strategic goals and creating lasting impact.

Library Board

Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Thomas, Lorilee

Received: 08/13/2026
Ward II Resident and Registered Voter
Arapahoe County
Vetted: 08/13/2026
Marcus Bond

Name: Thomas, Lorilee

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
40 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Bachelor of science

College(s) Attended:
Regis university

Employer Name:
Empower

Employer Address:
8515 e. Orchard rd. Greenwood village, co

Current Position:
Sr. Account manager

Years with Current Employer:
20

Work Experience:
I have been an account manager for 18 years and before that I was a commercial insurance adjuster.

Certification(s):
6 and 63 license

How are you involved in your community?:
I am a huge supporter and lover of our libraries.

List your interests and activities.:
Hockey, reading, board games and spending time with family.

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

No

If yes, enter the board name and position:

None

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

No

Why do you desire this appointment?:
I love libraries and know the importance they play in our community. I want to help ensure they are the best for all our neighbors.

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

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
Melissa Morgan, [redacted]

Reference 2: Full Name, Phone Number and Address:
Karen Thomas [redacted]

Reference 3: Full Name, Phone Number and Address:
Heather sciacca [redacted]

How did you hear about us?:

Outreach by City Clerk's Office

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

Time of Submission: 08/13/26 3:55:15 PM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Welliver, Robley

Receieved: 08/17/2026
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 08/18/2026
Marcus Bond

Name: Welliver, Robley

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
10 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
Master's of Arts, Literature. Bacherlor's of Arts, Writing, Rhetoric, and Culture

College(s) Attended:
East Carolina University, 2006, MA University of Puget Sound, 2003, BA

Employer Name:
Community College of Aurora

Employer Address:
16000 E. CentreTech Parkway, Aurora, CO 80011

Current Position:
Professor

Years with Current Employer:
20

Work Experience:
My whole adult life I've spent as a professor teaching reading, writing, and literature. That means lesson planning, delivering lessons, working with students, evaluating work, developing curriculum, selecting texts, designing assessments, building community, seeking out best-practices (and adapting those best practices to suit me), etc… The other part of being a professor, outside of the "teaching" piece is serving on committees, finding ways to better serve underserved populations, working with other colleges across the community college system, representing faculty interests to administrators, creating and updating policies, recommending best-practices, delivering professional development to other faculty, and writing accreditation arguments.

Certification(s):
N/A

How are you involved in your community?:

I think this is asking how I'm involved in my community *outside* of work. In answer to that question, I have little to offer. I lead a writing group at the main branch of Aurora Public Library every Thursday evening but that's about it. That said, my work is a form of active involvmenet in the community because through my work in the classroom I interract with hundreds of community members each year. I have an opportunity to get to know these community members closely, to understand their goals and challenges, and to work with them to find resources to support those goals.

List your interests and activities.:
Reading, writing, sewing, embroidery, craftivism, hiking, paddle-boarding.

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

No

If yes, enter the board name and position:
N/A

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

No

Why do you desire this appointment?:
Like many, I have fond memories of libraries as a child: checking out giant piles of books from the children's section when I was little (actually, I really only checked out one book, every time, The 10 Armadillo Camp Out"); reading every Babysitter's Club book on the shelf as a middle-grade reader; seeking out Hunter S. Thompson and Tony Hillerman novels in high school. I loved the library. When I went to college the first thing I did was get a card at the library in my new town. Then the internet happened, Amazon presented any book I want at the click of a mouse... tomorrow. I forgot about the library and all the doors it opened for me when I was young. Recently I found my way back to the library because of my children. Through this space I am reminded of what an amazing (miraculous?) place libraries are. How cool is it that we have a place that provides access to knowledge, information, and confidence for free! How cool is it that every member of our community is welcome, no matter what? Libraries may be the final space left in our society that does not discriminate based on income in some way. I would like to serve on the library board because I want to ensure this resource remains available and accesible to all.

How much time do you anticipate being able to spend on this appointment each month?:
12- 15 hours

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Mandy Geddes [redacted]

Reference 2: Full Name, Phone Number and Address:
Will Flowers [redacted]

Reference 3: Full Name, Phone Number and Address:
Paul Langston [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:
Robley E Welliver

Time of Submission: 08/17/26 3:11:36 PM

Attachments

- Robley Welliver CV_2026.pdf

ROBLEY WELLIVER | SHE, HER, HERS |

[redacted]

> When we speak we are afraid our words will not be heard or welcomed. But when we are silent, we are still afraid. So it is better to speak.
>
> --Audre Lorde

STUDENTS

The students at the Community College of Aurora have been gracious enough to welcome me into their lives and trust me with their stories and words for over 16 years. They are humble, and open, and curious, and well-educated, and multi-lingual, and loving, and forgiving, and compassionate, and creative, and I am incredibly lucky to get to work with them every day.



These students have taught me that I am enough. It is from this place that I have been able to develop my curriculum, teaching philosophy, and andragogic approach.

TEACHING

For the past 16 years I have worked with fearless and resilient students in the classrooms at the Community College of Aurora (CCA). My goal in that work has been to foster a community of fearless explorers, willing to put pen to paper and discover the ideas building under the surface.

I believe that the students who enroll in a college composition course already possess the tools and skills they need to be successful academic and professional writers, it is my goal to help those students see that and have the confidence to uncover and implement those tools as they use their words and writing to shape a better world.

Courses Taught:

- English 0092 – College Composition and Reading
- English 0094 – College Composition 1 Studio
- English 1021 – College Composition 1
- English 1022 – College Composition 2

- Literature 1015 – Introduction to Literature
- Literature 2005 – Literature of Race, Ethnicity, and Culture
- Literature 2030 – Graphic Novels and Comic Books
- Literature 2059 – African American Literature

CURRICULUM DEVELOPMENT

I have been involved in two grant-funded opportunities to redevelop my own curriculum and build curriculum tools to support colleagues in the English department at my college.

Gateway Course Redesign

2020 – 2023

Moving from the belief that students know what they need and that they possess endless fonts of cultural capital (Yosso) that should be utilized more in the classroom, I developed, in collaboration with Mandy Geddes, a course menu of culturally sustaining assignment choices which empower students to choose their own path through the course.

The course menu drives the work through the class, gives student's choice about what kinds of projects and writing activities they'll engage in, and encourages them to self-asses the skills they need to achieve the state-required course outcomes. It also separates out some of the "skills" that so they can be assessed separately from idea development. The intent here was to separate higher-order skills from lower-order skills, and to create a way to easily give credit for existing knowledge and experience in the classroom. If my classroom goal is idea development and a willingness to express and discover their own thinking, it is my job to remove obstacles from that discovery.

Conocimiento y Corazon – CCCS System Teaching Excellence Grant

2023 – present

My Roles:

Design course curriculum for English department faculty and instructors; develop course assignments; lead courses; complete all course assignments and readings; conduct peer course observations.

This grant provided funding for the entire English department at CCA to be paid while deliberately working to redevelop our curriculum to better support student learning and to articulate and name our specific and individual andragogic goals. Through this process we built a semester-long course for all faculty and instructors; the first-half of the course was designed to help identify pedagogical goals and align those goals with our identities and the identities of our students; the second half of the course was a workshopping redesigned course artifacts and observing one-another.

Artifacts Created:

- Educator Cajita – Inspired by the work of Alberto López Pulido and Laura I. Rendón, and motivated by the idea that we must face the artifacts and stories that have shaped our teaching identities and that we carry into the classroom, each participant in Conocimiento y Corazon created a cajita, a "sacred box" that collects artifacts and stories to show a picture of who we are as educators.
- Autohistoria-Teoria – Inspired by the work of Gloria Anzaldua , we each created an Authistoria-teoria; a sort of autobiography that follows Anzaldua's seven stages of conocimiento from stage one, rupture, to stage seven, conocimiento (knowledge).

LEADERSHIP

Center for Urban Education inquiry team – 2013

When we first began investigating success rates through an intersectional lens it was with the leadership and support of CUE, the Center for Urban Education. In 2013 CUE came to CCA to help us identify areas where students of color were not succeeding and to identify tangible, data-driven interventions we could put in place to help increase those success rates.

I worked on this team to investigate the barriers to entry that exist in our website, application processes, testing requirements, and orientation practices. Based on the conclusions our team came to we implemented an orientation for all incoming CCA students, updated our language in our application processes and website to speak to our students rather than our faculty, and overhauled our advising procedures. Additionally, CUE helped us to identify academic and curricular changes to support student learning and student success.

Diversity Equity and Inclusion Leadership Council member – 2014 – 2022

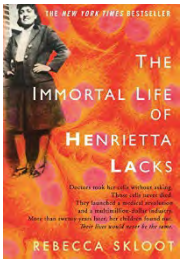
The Diversity, Equity, and Inclusion Leadership Council works to provide direction for the larger DEI goals at the college and the work of the DEI Council, and to ????

I worked with the council, before we had an office of DEI, to develop a Diversity strategic plan, to implement campus climate surveys, and make meaning of the findings from those climate surveys, to represent the faculty in DEI work, identify trainings and tools to support implement inclusive pedagogy across the college, and facilitate trainings.

Co-Lead of Integrated Big Read Program– 2017 – 2020

In collaboration with sociology professor Tanya Cook and the office of Diversity, Equity, and Inclusion we developed, planned, and implemented a college-wide, cross-curricular "big read' program around the book The Immortal Life of Henrietta Lacks. In addition to integrating the text into over a dozen courses across the entire college we hosted and facilitated multiple co-curricular activities and workshops exploring themes and ideas central to the text.

Other Big Read books:

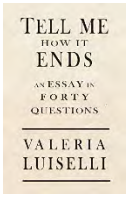


Used in 2017, 2018, and again in 2022

We work closely with the entire college to integrate the text as thoroughly as possible. In 2022 the theater department produced the play, *HeLa* by Lauren Gunderson and Geetha Reddy to collaborate with the IBR selection.



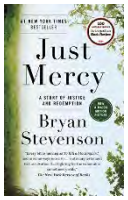
I facilitated an audience talk back in 2022 about the themes in the book and the play.



Used in 2019, this book was chosen to support the myriad immigrant and DACA students enrolled in our college and to address the harmful political rhetorica about the massive caravans of migrants coming destroy our country.

In spring 2020 the theater department developed a script based on the book and produced a theatrical adaptation.





Used in 2021 this book was chosen as a response to the murder of George Floyd.

College Strategic Planning Committee – 2018

I represented full-time faculty and Diversity, Equity, and Inclusion concerns on the college strategic planning committee in 2018. We worked to set the goals and direction for the college for the next five years. My role was to help identify goals, ensure the voice and needs of faculty were met in every goal, and to insist that DEI was at the center of every choice the college would make in the coming give years. To that end, we identified five commitments and plans for how to reach and measure each one: Commitment to academic excellence; commitment to student learning and success; commitment to an inclusive college culture; commitment to community leadership and service; commitment to institutional growth and excellence.

English lead faculty

As lead faculty of the English department, I supported adjunct instructors and new full-time faculty. I ensured our new faculty were prepared for the expectations of our department and college, such as goal setting and annual review plans; I conduct formal, evaluative observations of adjunct instructors, with the goal of helping them reach their professional and teaching goals; but, mostly, I provided another voice support person to help faculty and instructors problem solve and address the needs of their students in a compassionate and non-evaluative way.

Higher Learning Commission accreditation team – 2023

I wrote the assurance argument for criterion three of the HLC accreditation efforts in 2023. Criterion three involves teaching and support staff, particularly that there are enough teaching and support staff to provide the learning outcomes we promise. My role was to college evidence documents to

demonstrate that we have policies and that we practice those policies in service of supporting student learning and success, and to write the argument explaining how we do those things.

Achieving the Dream expanded Core team – 2023

In 2022 the Community College of Aurora became an Achieve the Dream school. This is a wonderful opportunity for our students as it means we have support to help identify ways that we can increase academic and professional success for our students. I was invited, in 2023, to be a part of the team responsible for gathering and evaluating data, creating meaning from that data, and identifying possible interventions to help support student learning and success.

ENG Grant Team – grant class planning and participation – 2023

Title V Redesign Team – 2019 – 2020

Hiring Committee Chair – Dean of General Education – 2022

Chair of Professional Development Committee – 2015 – 2018

I led a team of faculty members in the work of revising our faculty development committee. We planned and facilitated annual PD days for over 150 faculty and instructors. Under our work we implemented a conference-style schedule for these days, with one plenary session and multiple options for workshops during the day. We worked to ensure that all PD sessions were developed using a student-centered, Inclusive Excellence lens and that every workshop provided culturally sustaining pedagogy training. We also implemented "levels" in our training descriptors to facility in selecting the right workshop.

Additionally, we planned and other trainings through the year, including evening workshops for adjunct instructors who can not attend during traditional working hours.

DEI Book Club, Co-Facilitator – 2017 and 2020

Based on feedback from employees and a need for a place to discuss the meaning of Whiteness, I developed and co-facilitated a book club for white employees.

During this book club I developed homework prompts and agendas for our meetings, facilitated difficult discussions, and identified additional resources to support content and conversation topics.

2017 - Dr. Kathy Obear's …*But I'm Not Racist.*

2020 – Layla F. Saad – *Me and White Supremacy*

DEI Programming, Chair – 2015 - 2017

Ad Hoc Faculty Job Description Committee, Chair - 2013

Multiple Hiring Committees

English Department Assessment – 2007 – present

Power of our Stories Campaign – 2017

An example of the artifacts created through student collaboration between art and English class can be found below. This campaign was developed to acknowledge student counter narratives and empower students to see themselves in academic settings and recognize that they belong in college.



AWARDS

Faculty of the Year, 2022

Spirit of King Award, 2020

RECENT EXTERNAL PRESENTATIONS AND TRAININGS

Welliver, R. "Resistance is Possible: Resisting AI Through Slow Pedagogy & World Building." National Conference for Teacher's of English, November 2025.

Geddes, M, and Welliver, R. "The Teaching Compass," poster presentation. Modern Language Association, January 2025.

Geddes, M., McClelland-Fieler, C., Munnelly, P., and Welliver, R. "Create your own learning path: How assignment choice can enhance learning in your classroom." CCCS Education Excellence Conference, October 2022.

Geddes, M. and Welliver, R. "Chaos, Trust, and Love: embracing radical choice in the composition classroom." CCCS Excellence Through Equity-Minded Teaching symposium. Online. Spring 2022.

Geddes, M., Jackson B., Welliver, R. "We Substituted Good Grammar for Intellect:" CCCS Excellence Through Equity-Minded Teaching symposium. Online. Spring 2021.

Welliver, R. "Always Keep Nerd Fighting: Fandoms as Social Movements," panel member. Denver Comic Con. June 2017.

CONSULTING

Arapahoe Community College

English Department Equity training, Fall 2021
Inspired by our departmental gateway course redesign, my co-designer and I developed and facilitated a culturally responsive pedagogy workshop to help the ACC English Department begin their own program redesign.

EDUCATION

Undergraduate – BA in English: Writing, Rhetoric, and Culture, University of Puget Sound, 2003

Graduate – MA in literature, focus on Multicultural Literature, East Caroline University, 2006

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Resolution to Amend the Council Rules Regarding Agendas
Item Initiator: Council Members-Stephanie Hancock and Robert Andrews
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.

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

☒ This item was requested by Council Members-Stephanie Hancock and Robert Andrews

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Council Members Stephanie Hancock and Robert Andrews.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Agenda Item Initiator Name

Pete Schulte
Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature Date

Late Submission Approver Signature 9/9/26 Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the Council Rules Regarding Agendas (Resolution)
Item Initiator: Stephanie Hancock, Council Member / Robert Andrews, 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: 9/14/2026

Regular Meeting: 9/28/2026

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)

Sponsors: Stephanie Hancock, Council Member / Robert Andrews, Council Member
Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 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: City Council Rules Ad Hoc Committee

Policy Committee Date: 8/25/2026

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 amendment to the rules was discussed at the 8/25/2026 Rules Committee meeting.

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

The Resolution would amend the Council Rules with regard to how matters are placed on agendas, requiring each item to go to a policy committee, study session, and regular Council meeting, with specified exceptions.

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 the Resolution?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND ARTICLE II, SECTION 1 OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING AGENDAS.

WHEREAS, the Aurora City Council (Council) believes the election of an individual to the Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, the Council desires to make certain changes to the Rules; and

WHEREAS, as authorized under Article III, Section 8 of the City Charter, the Council promulgates the Rules to govern meetings.

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

Section 1. The Aurora City Council hereby amends Article II, Section 1 of the Council Rules of Order and Procedure to read as follows:

Sec. 1. Authority to Place Items on Agenda.

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, **and** Presiding Judge~~, and Court Administrator~~ are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.

Council Member Sponsorship. A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, **or** Presiding Judge~~, or Court Administrator~~ be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting.

Waivers of Reconsideration ~~and Dual Listing of Agenda items~~. A request may be made to waive the reconsideration period ~~or matters may be listed on the Study Session and Regular Meeting for time sensitive matters~~. Parties making such a request shall provide the reason **the item** should be heard in this manner.

Legislative Process for Agenda Items. City Council understands that the legislative process is necessary for the Council, citizens, and stakeholders of proposed legislation to have the necessary time to review and propose edits to legislative items before those items make it to

a regular Council Meeting Agenda for consideration. All council items shall proceed through a policy committee first, a study session second, and then the regular council meeting agenda third. City Council hereby requires that all council items *must* proceed through a study session and then to a regular council meeting agenda on separate meeting dates.

However, Council realizes that some items may be time sensitive and must proceed faster through the legislative process. Council hereby declares that for an item to go directly to a regular council meeting agenda first, or be dual listed on the same meeting date on study session and regular council meeting agenda, the council item shall identify the applicable exception and include a written factual justification stating the specific facts and circumstances supporting the claimed exception, the reason the matter is time sensitive, and the specific consequences reasonably expected to result if the matter proceeds through the normal legislative process. The applicable exceptions must be one of the following:

1. **The council item is related to a time sensitive public safety emergency or situation;**
2. **If the council item is not heard promptly, there will be a negative fiscal impact to the City, or**
3. **The council item is required to comply with a legislative or other legal deadline that the City was not otherwise able to meet due to the legislative or legal timeline.**

If a council item is brought forward directly to a regular council meeting agenda under one of the exceptions identified in this section, Council shall first consider and take a vote on whether the legislation meets one of the identified exceptions listed in the council item by a two-thirds majority. If Council fails to find that the listed exception(s) exist by a two-thirds majority, the council item will not be heard by the Council at that regular meeting and the council item will be placed on the next regularly scheduled study session agenda. If this occurs, the City Attorney will edit the proposed council item to remove the request for an exception under this section before adding the council item to the next study session agenda. An item being brought forth in this manner must be added to the agenda no later than noon on the Friday preceding the publishing deadline for the final agenda.

Public Safety Emergency. "Public Safety Emergency" means an event or condition that:

1. **Presents an actual or reasonably imminent threat of death, serious injury, or significant harm to public safety;**
2. **Requires immediate or substantially immediate action; and**
3. **Cannot reasonably be addressed through the City's ordinary procedures without creating a significant risk of harm or materially delaying an appropriate emergency response.**

Removal from Agenda. A council item on a regular council meeting agenda that has gone through the appropriate legislative process outlined in these Rules cannot be removed during adoption of the agenda without the consent of the sponsor.

Section 2. 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
ANDREA WOOD, ASSISTANT CITY ATTORNEY

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND ARTICLE II, SECTION 1 OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING AGENDAS.

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WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, the Council desires to make certain changes to the Rules; and

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a regular Council Meeting Agenda for consideration. All council items shall proceed through a policy committee first, a study session second, and then the regular council meeting agenda third. City Council hereby requires that all council items *must* proceed through a study session and then to a regular council meeting agenda on separate meeting dates.

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1. **The council item is related to a time sensitive public safety emergency or public health emergency;**
2. **If the council item is not heard promptly, there will be a negative fiscal impact to the City, or**
3. **The council item is required to comply with a legislative or other legal deadline that the City was not otherwise able to meet due to the legislative or legal timeline.**

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1. **Presents an actual or reasonably imminent threat of death, serious injury, or significant harm to public safety;**
2. **Requires immediate or substantially immediate action; and**
3. **Cannot reasonably be addressed through the City's ordinary procedures without creating a significant risk of harm or materially delaying an appropriate emergency response.**

Public Health Emergency. "Public Health Emergency" means an event or condition that:

1. **Presents an actual or reasonably imminent threat of death, serious injury, or significant harm to public health;**

2. **Requires immediate or substantially immediate action; and**
3. **Cannot reasonably be addressed through the City's ordinary procedures without creating a significant risk of harm or materially delaying an appropriate response.**

Removal from Agenda. A council item on a regular council meeting agenda that has gone through the appropriate legislative process outlined in these Rules cannot be removed during adoption of the agenda without the consent of the sponsor.

Section 2. 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 MK
ANDREA WOOD, ASSISTANT CITY ATTORNEY

CITY OF AURORA
Council Agenda Commentary

Item Title: Akron Storm Sewer and Outfall to Westerly Creek Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Richard Borchardt, Senior Engineer, Aurora Water
Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / Ian Best, Senior 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: 10/12/2026

Regular Meeting: 10/26/2026

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, 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: Water Policy

Policy Committee Date: 9/16/2026

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 September 16, 2026, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora and Mile High Flood District regarding design and construction of drainage and flood control improvements for Westerly Creek at Akron St. forward to the October 12, 2026 Study Session.

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

Background:
This project is a critical priority from the 2022 Stormwater Master Plan designed to address severe localized flooding and modernize aging infrastructure.

The area between 11th Avenue and Beeler Street north to Westerly Creek (north of Colfax Avenue and Akron Street) has a documented history of high water levels following major storm events.

A subsequent engineering evaluation, conducted in coordination with the Outfall Systems Planning of Westerly Creek Downstream of the Westerly Creek Dam, confirmed that the existing storm sewer systems discharging into Westerly Creek are significantly indersized for current runoff volumes.

To mitigate these flooding risks and replace the neighborhood's deteriorating infrastructure, this project will construct a new, high-capacity storm sewer system and an updated outfall. Once complete, these improvements will safeguard local property, enhance public safety during storms, and replace obsolete assets with reillient infrastructure built to modern engineering standards.

Scope:
This Intergovernmental Agreement with the Mile High Flood District adds funding to complete field investigations and engineering design. Future amendments will be needed for construction costs.

Cost:
This Intergovernmental Agreement (IGA) includes MHFD's funding share of $150,000 and Aurora's share of $1,330,000. The funding history is summarized in the table below.

	Previous Contributions	Contributions with this IGA	Total
MHFD	$0	$150,000	$150,000
Aurora	$0	$1,330,000	$1,330,000
Total	$0	$1,480,000	$1,480,000

Aurora's $1,330,000 will be funded from Cost Center 52364. Aurora's total contribution is approximately 89.9% of the total funds.

MHFD has five other ongoing capital projects with Aurora Water where the cost sharing is more evenly distributed. To support an additional capital project, MHFD collaborated with Aurora Water to identify a feasible funding approach. Because the Akron Storm Sewer Outfall to the Westerly Creek Project includes a small portion of its alignment within Adams County, an area where MHFD's resources are typically underutilized, MHFD can contribute a smaller share of the overall project funding.

The total anticipated project cost is $17,080,000. The project is currently running on budget. Further amendments and funding contributions are anticipated as the project advances through design and construction.

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, Wastewater Fund in the amount of $1,330,000.00

CC-52364 FD-525 PRJ-526600 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 and Mile High Flood District regarding design and construction of drainage and flood control improvements for Westerly Creek at Akron St. forward to the October 26, 2026 Council meeting?

LEGAL COMMENTS

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

RESOLUTION NO. R2026- ____

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 ENTEPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT AKRON ST.

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") have entered into an Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek at Akron St.; and

WHEREAS, Aurora Water and the District now desire to proceed with the design and construction of drainage, flood control, and water quality improvements for Westerly Creek at Akron St. ("Project"); and

WHEREAS, Aurora Water's contribution to the Project Costs through this Intergovernmental Agreement shall be $1,330,000; and

WHEREAS, a summary of cost contributions from the parties is set forth below:

	Contribution
District	$500,000 (10.1%)
Aurora Water	$1,330,000 (89.9%)
Total	$1,480,000 (100%)

WHEREAS, the work performed pursuant to this Intergovernmental Agreement is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution C.R.S. 29-1-203, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment, or facilities or for furnishing or receiving commodities and services.

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

Section 1. The 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 design and construction of drainage and flood control improvements for Westerly Creek at Akron St. 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. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

Section 4. All resolutions or parts 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: Ian J Best RLA
IAN BEST, Sr. Assistant City Attorney

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK AT AKRON ST.

Agreement No. 26-06.12
Project No. 110675

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA (hereinafter called "PROJECT SPONSOR") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Outfall Systems Planning of Westerly Creek Downstream of Westerly Creek Dam" dated March 17, 2022, (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Westerly Creek at Akron St., (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 85, Series of 2025) for drainage and flood control facilities in which PROJECT was included in the 2026 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2026 subsequent to public hearing (Resolution No. 83, Series of 2025) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 34, Series of 2026); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

extend from approximately Westerly Creek at Akron St., as shown on Exhibit A, attached hereto and incorporated by this reference.

B. Construction. PROJECT shall include construction by PROJECT SPONSOR of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $1,480,000.00 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM		AMOUNT
1.	Final Design	$	1,480,000.00
2.	Construction*	$	-0-
3.	Contingency	$	-0-
	Grand Total	$	1,480,000.00

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various PROJECT elements without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
DISTRICT	10.1%	$150,000.00
PROJECT SPONSOR	89.9%	$1,330,000.00
TOTAL	100%	$1,480,000.00

1.05 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Within 30 days of request for payment by PROJECT SPONSOR, DISTRICT shall remit to PROJECT SPONSOR 50% of these costs attributed to PROJECT, up to DISTRICT's full share of $150,000.00. PROJECT SPONSOR shall provide accounting of PROJECT funds as well as a notification to DISTRICT of any unpaid obligations upon request.

1.06 FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 2.06 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. PROJECT SPONSOR shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of DISTRICT'S and PROJECT SPONSOR'S contracting officer. Payment for final design shall be made by PROJECT SPONSOR as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

A. Preparation of a work plan schedule identifying the timing of major elements in the design;
B. Preparation of detailed construction plans and specifications;
C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications; and
D. Preparation of an appropriate construction schedule.

PROJECT SPONSOR shall provide any written work product by the engineer to DISTRICT.

1.07 MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 1.04 of this Agreement.
B. Construction Management and Payment
    1. PROJECT SPONSOR, with the concurrence of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
    2. PROJECT SPONSOR, with concurrence of DISTRICT, shall select and award construction contract(s).
    3. PROJECT SPONSOR shall require the contractor to provide adequate liability insurance that includes DISTRICT as an additional insured. The contractor shall be required to indemnify, defend, and hold harmless DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT upon request.
    4. PROJECT SPONSOR, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. PROJECT SPONSOR, with assistance of DISTRICT, shall assure

that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to DISTRICT on a weekly basis upon request. PROJECT SPONSOR shall retain an engineer to perform all or a part of these duties.

5. PROJECT SPONSOR, with concurrence of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all reasonable times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. PROJECT SPONSOR shall review and approve contractor billings. PROJECT SPONSOR shall remit payment to contractor based on billings.
8. PROJECT SPONSOR, with concurrence of DISTRICT, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. PROJECT SPONSOR shall provide DISTRICT a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

1.08 RESPONSIBILITIES OF PARTIES

PROJECT SPONSOR shall be responsible for coordinating with DISTRICT the information developed by the various consultants hired by PROJECT SPONSOR and for obtaining all concurrences from DISTRICT needed to complete PROJECT in a timely manner. DISTRICT agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by PROJECT SPONSOR to DISTRICT.

1.09 PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSOR as needed and appropriate.

1.10 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSOR owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSOR shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSOR may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSOR disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSOR has not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSOR shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT SPONSOR shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSOR has taken reasonable action to stop those actions. In the event PROJECT SPONSOR breaches the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSOR for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that PROJECT SPONSOR shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at PROJECT SPONSOR's request, shall assist PROJECT SPONSOR with the maintenance of all facilities constructed or

modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to PROJECT SPONSOR, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

2.03 FLOODPLAIN REGULATION

PROJECT SPONSOR agrees to regulate and control the floodplain of City of Aurora within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that PROJECT SPONSOR cannot obligate itself by contract to exercise its police powers. If PROJECT SPONSOR fails to regulate the floodplain of City of Aurora within their jurisdiction 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 PROJECT SPONSOR shall cooperate fully.

2.04 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, Paragraph 2.02. MAINTENANCE, and Paragraph 2.03. FLOODPLAIN REGULATION,

2.05 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.06 CONTRACTING OFFICERS

A. The contracting officer for PROJECT SPONSOR shall be General Manager of Water, 15151 E. Alameda Avenue, Aurora, CO 80012.

B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.

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 PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.07 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.08 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.

2.09 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.

2.10 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.11 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.

2.12 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.

2.13 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.

2.14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.15 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.16 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 PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.17 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.

2.18 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 PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

_____ Checked By

_____ Checked By

City of Aurora, Colorado
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best _____ 8/31/2026 26.44
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

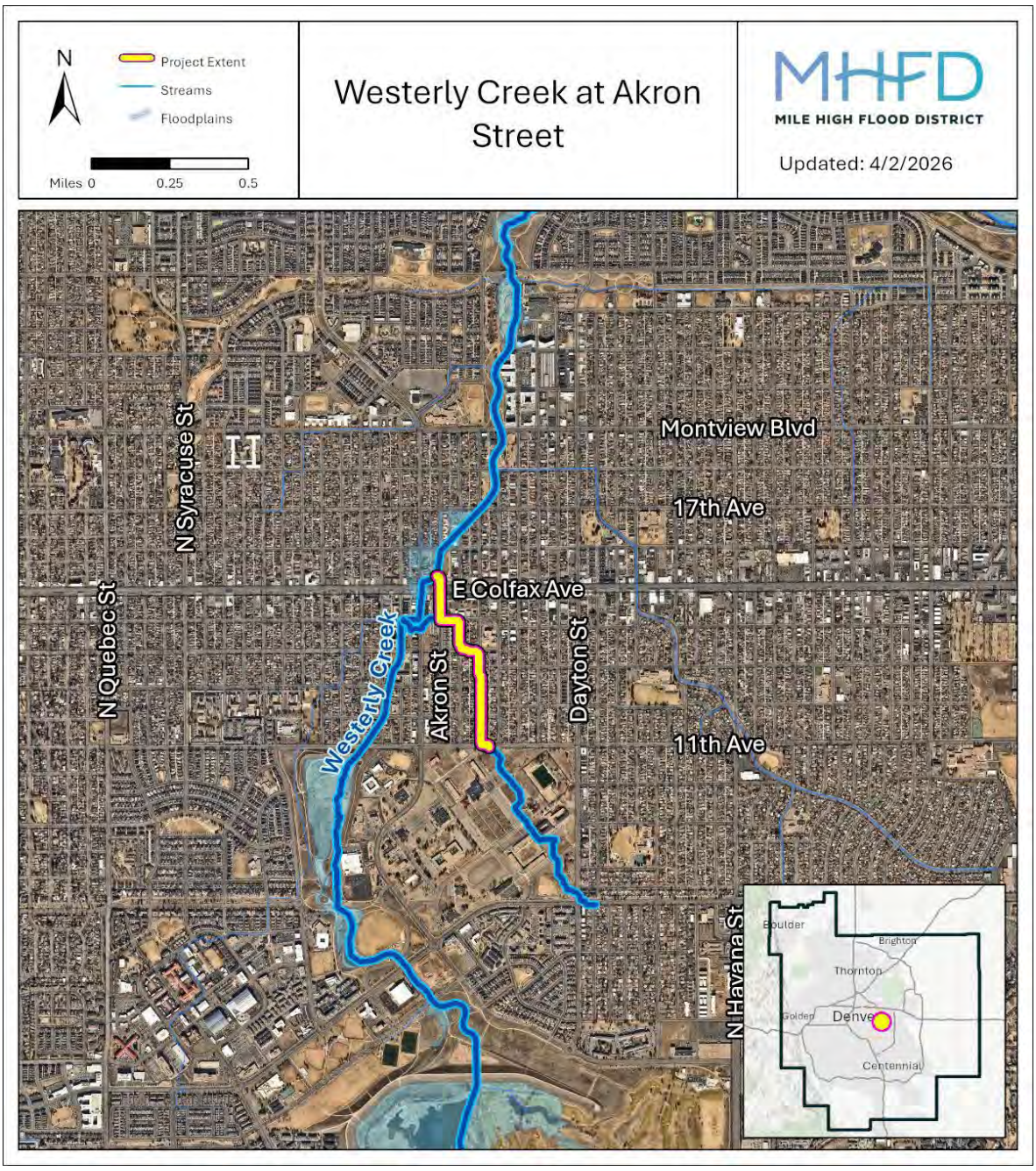
My commission expires: _____

(Seal)

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK AT AKRON ST.

Agreement No. 26-06.12
Project No. 110675

Exhibit A



Mile High Flood District IGAs

Agreements between MHFD and Aurora 2026 Akron Street Storm Sewer and Outfall to Westerly Creek Improvement Project



Akron Street Storm Sewer and Outfall to Westerly Creek Improvement Project

Project Goals

- Reduce flood risks in the neighborhood and key travel corridors of 11th and Colfax Avenues
- Replace aging infrastructure
- Minimize neighborhood and traffic impacts

IGA Details

- This Agreement includes Final Design and will be amended to add Construction in 2027
- Stakeholders:
  - Aurora
  - MHFD

Akron Street Storm Sewer and Outfall to Westerly Creek Improvement Project

	Previous Contribution	2026 contribution	Total
MHFD	$0	$150,000	$150,000
City of Aurora	$0	$1,330,000	$1,330,000
Total	$0	$1,480,000	$1,480,000

- There are 2 contributing partners: Mile High Flood District and Aurora Water
- Aurora Water's total contribution is approximately 89.9% of the total funds.

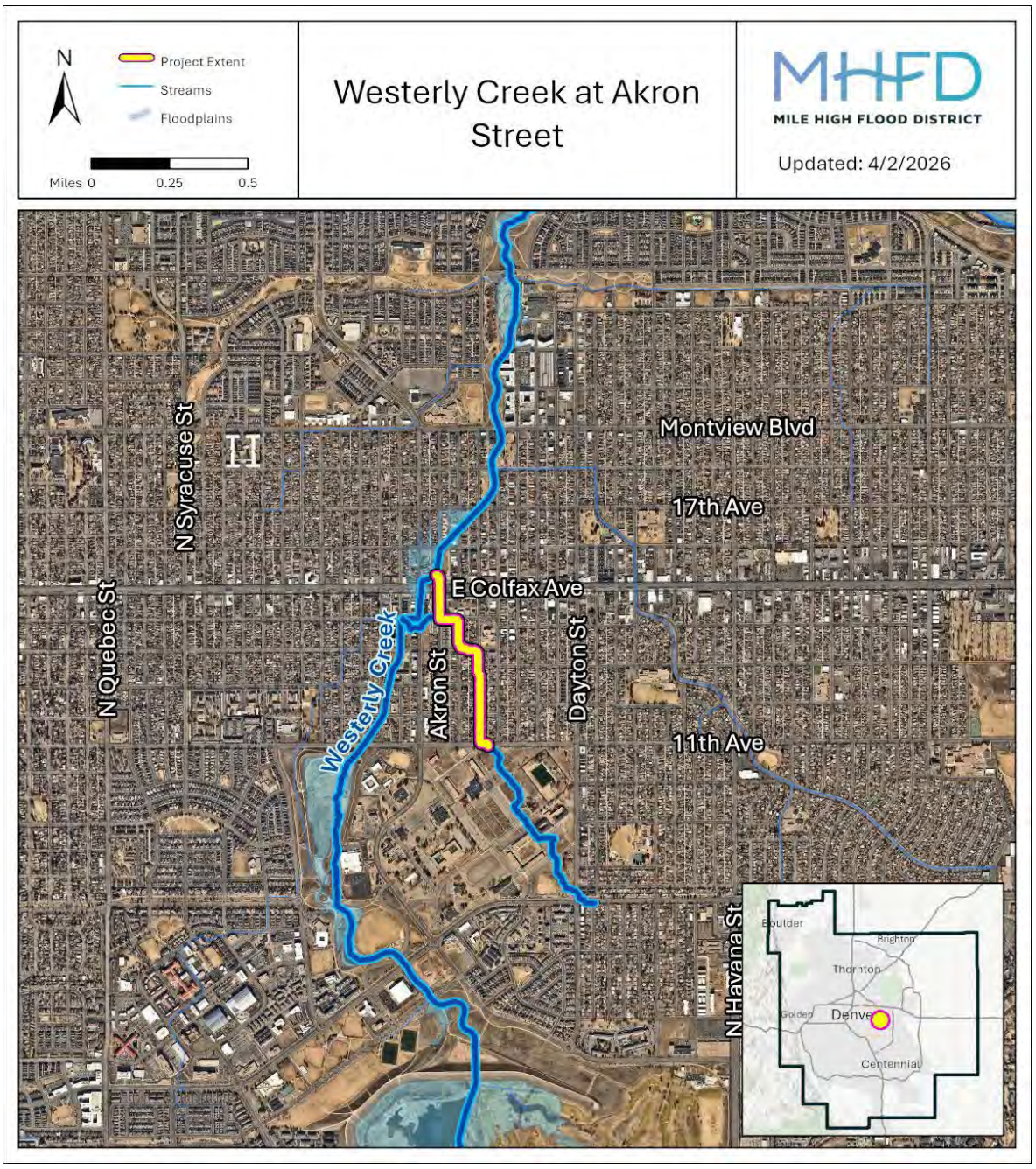
Akron Street Storm Sewer and Outfall to Westerly Creek Improvement Project

Does the Water Policy Committee support moving this item forward to the City Council meeting?

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK AT AKRON ST.

Agreement No. 26-06.12
Project No. 110675

Exhibit A



CITY OF AURORA
Council Agenda Commentary

Item Title: Lake County Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Richard Kienitz, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Richard Kienitz, Water Resources Manager, Aurora Water / Ian Best, Senior 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: 10/12/2026

Regular Meeting: 10/26/2026

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 waiver of reconsideration is requested to assist Lake County in complying with time sensitive needs related to their augmentation plan.
Richard Kienitz, Water Resources Manager, Aurora Water / Ian Best, 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 as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ 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: Water Policy

Policy Committee Date: 9/16/2026

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 January 8, 2001, City Council approved an Intergovernmental Agreement between the City of Aurora and Lake County regarding an option to purchase land as item 10c.

On November 26, 2001, City Council approved an Intergovernmental Agreement between the City of Aurora and Lake County regarding an extension of a Land Purchase Option as itme 10b.

On July 11, 2011, City Council approved an Intergovernmental Agreement between the City of Aurora and Lake County regarding an augmentation plan, privisions for storage, and termination options as item 10a.

On December 16, 2013, City Council approved an Intergovernmental Agreement between the City of Aurora and Lake County regarding an augmentation plan, privisions for storage, and termination options as item 10a.

On September 16, 2026, the Water Policy Committee approved an Intergovernmental Agreement between the City of Aurora and Lake County to restate all obligations in one ageeement and amend certain operational requirements.

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

Aurora Water seeks to enter this Intergovernmental Agreement (IGA) to replace four existing intergovermental agreements with Lake County to more clearly restate all obligations in one ageeement and amend certain operational requirements to better meet the needs of both Aurora Water and Lake County.

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 support moving an Intergovernmental Agreement between the City of Aurora and Lake County to restate all obligations in one ageeement and amend certain operational requirements forward to the October 26, 2026 Council Meeting?

LEGAL COMMENTS

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

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING WATER DELIVERIES AND STORAGE BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND LAKE COUNTY, COLORADO

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and the Board of Commissioners of Lake County, Colorado, acting by and through its Water Enterprise ("Lake County") have historically entered into intergovernmental agreements generally for the delivery and storage of water and now wish to enter into an amended and restated 2026 agreement ("2026 Agreement"); and

WHEREAS, Lake County, Aurora and Twin Ark Valley Limited entered into the Water Rights and Land Purchase and Sale Agreement with Options dated April 15, 1998, recorded in Lake County at Reception No. 316672 on April 22, 1998 ("1998 Hayden Option") related to the Hayden Ranch and the associated water rights, which are now owned by Aurora; and

WHEREAS, the Parties entered into the Land Purchase Option Agreement Between the Lake County Colorado, Board of Commissioners and the City of Aurora, Acting By and Through Its Utility Enterprise dated January 8, 2001 recorded in Lake County at Reception No. 325384 on January 25, 2001 and the Extension of Land Purchase Option Agreement Between the Lake County Colorado, Board of Commissioners and the City of Aurora, Acting By and Through Its Utility Enterprise dated December 5, 2001 recorded in Lake County at Reception No. 328308 on December 19, 2001 (collectively "2001 Hallenbeck Option"), related to the Hallenbeck Ranch and the water rights, which are now owned by Aurora; and

WHEREAS, the Parties entered into the Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage and Termination of Option, dated June 20, 2011, recorded in Lake County at Reception No. 357435 on September 23, 2011("2011 IGA"); and

WHEREAS, the Parties entered into the Amended Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage, and Termination of Options dated April 18, 2014, recorded in Lake County at Reception No. 363363 on May 5, 2014 ("2014 IGA"); and

WHEREAS, the Parties entered into the Operating Agreement Pursuant to Amended Intergovernmental Agreement Between Aurora and Lake County dated April 18, 2014, recorded in Lake County at Reception No. 367034 on January 25, 2016 ("2014 Operating Agreement"); and

WHEREAS, the Parties now desire to amend, restate, and consolidate the 1998 Hayden Option, 2001 Hallenbeck Option, 2011 IGA, 2014 IGA, and 2014 Operating

Agreement in this 2026 Agreement; and

WHEREAS, a timeline of key events associated with the 1998 Hayden Option, 2001 Hallenbeck Option, 2011 IGA, 2014 IGA, and 2014 Operating Agreement are attached to the 2026 Agreement as EXHIBIT C; and

WHEREAS, Lake County operates a County-wide augmentation plan decreed in Case No. Case No. 98CW173 ("County Augmentation Plan") to facilitate new development occurring within Lake County outside the boundaries of Parkville Water District; and

WHEREAS, Aurora will continue to provide Lake County with 40 acre-feet of augmentation water annually for Lake County's operation of the County Augmentation Plan; and

WHEREAS, Aurora plans to construct Box Creek Reservoir, as described in Case No. 01CW145, District Court, Water Division No. 2, on the Hallenbeck Ranch; and

WHEREAS, through the 2026 Agreement the Parties desire to partner related to: (a) permanent storage in the Box Creek Reservoir; (b) storage on Hayden Ranch at the Hayden Recreation Pond; and (c) set forth conceptual terms for a license for management of recreational uses on a portion of the Hallenbeck Ranch; and

WHEREAS, the 2026 Agreement is in the best interest of the health, safety and general welfare of the residents of the City of Aurora; and

WHEREAS, Colorado law authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs (C.R.S. § 29-1-201 et *seq*.). Governments are specifically authorized to enter into agreements for planning, construction and operation of water facilities (C.R.S. § 31-35-402(1)(h)). The parties to the Agreement are political subdivisions of the State of Colorado, and both are authorized to acquire infrastructure and to operate water facilities; and

WHEREAS, the Aurora City Charter authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services (Charter § 10-12).

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

Section 1. The Amended and Restated Intergovernmental Agreement between City of Aurora and Lake County Concerning Water Deliveries and Storage 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.

Section 4. This resolution shall take effect immediately without reconsideration.

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: Ian J Best RLA

IAN BEST, Asst. City Attorney

Amended and Restated Intergovernmental Agreement

between City of Aurora and Lake County Concerning Water Deliveries and Storage

This Amended and Restated Intergovernmental Agreement ("Amended and Restated IGA") is made and entered into this _____ day of _____, 2026, by and between the **City of Aurora,** a Colorado home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora"), whose address is 26791 E Quincy Ave., Aurora, Colorado 80016, and **the Board of Commissioners of Lake County, Colorado,** acting by and through its Water Enterprise ("Lake County"), whose address is 505 Harrison Avenue, Leadville, Colorado 80461. Aurora and Lake County are also each referred to herein as a "Party," and together as the "Parties."

Recitals

WHEREAS, Lake County is a Colorado County.

WHEREAS, Aurora is a home-rule city in Colorado.

WHEREAS, Intergovernmental agreements are authorized by the Colorado Constitution, Article XIV sect 18 and C.R.S. §29-1-203.

WHEREAS, Lake County, Aurora and Twin Ark Valley Limited entered into the *Water Rights and Land Purchase and Sale Agreement with Options* dated April 15, 1998 recorded in Lake County at Reception No. 316672 on April 22, 1998 ("1998 Hayden Option") related to the Hayden Ranch, legally described in **Exhibit A**, and the associated water rights, which are now owned by Aurora.

WHEREAS, the Parties entered into the *Land Purchase Option Agreement Between the Lake County Colorado, Board of Commissioners and the City of Aurora, Acting By and Through Its Utility Enterprise* dated January 8, 2001 recorded in Lake County at Reception No. 325384 on January 25, 2001 and the *Extension of Land Purchase Option Agreement Between the Lake County Colorado, Board of Commissioners and the City of Aurora, Acting By and Through Its Utility Enterprise* dated December 5, 2001 recorded in Lake County at Reception No. 328308 on December 19, 2001 (collectively "2001 Hallenbeck Option"), related to the Hallenbeck Ranch, legally described in **Exhibit B**, and the water rights, which are now owned by Aurora.

WHEREAS, the Parties entered into the *Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage and Termination of Option*, dated June 20, 2011 recorded in Lake County at Reception No. 357435 on September 23, 2011("2011 IGA").

WHEREAS, the Parties entered into the *Amended Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage, and Termination of Options* dated April 18, 2014 recorded in Lake County at Reception No. 363363 on May 5, 2014 ("2014 IGA").

WHEREAS, the Parties entered into the *Operating Agreement Pursuant to Amended Intergovernmental Agreement Between Aurora and Lake County* dated April 18, 2014 recorded in Lake County at Reception No. 367034 on January 25, 2016 ("2014 Operating Agreement").

WHEREAS, the Parties desire to amend, restate, and consolidate the 1998 Hayden Option, 2001 Hallenbeck Option, 2011 IGA, 2014 IGA, and 2014 Operating Agreement in this Amended and Restated IGA.

WHEREAS, a timeline of key events associated with the 1998 Hayden Option, 2001 Hallenbeck Option, 2011 IGA, 2014 IGA, and 2014 Operating Agreement are attached as **Exhibit C**.

WHEREAS, Lake County operates a County-wide augmentation plan decreed in Case No. Case No. 98CW173 ("County Augmentation Plan") to facilitate new development occurring within Lake County outside the boundaries of Parkville Water District.

WHEREAS, Aurora will continue to provide Lake County with 40 acre-feet of augmentation water annually for Lake County's operation of the County Augmentation Plan.

WHEREAS, Aurora plans to construct Box Creek Reservoir, as described in Case No. 01CW145, District Court, Water Division No. 2, on the Hallenbeck Ranch.

WHEREAS, the Parties desire to partner related to permanent storage in the Box Creek Reservoir.

WHEREAS, the Parties also desire to partner related to storage on Hayden Ranch at the Hayden Recreation Pond.

WHEREAS, the Parties desire to set forth conceptual terms for a license for management of recreational uses on a portion of the Hallenbeck Ranch.

NOW THEREFORE, in consideration of the promises, covenants, agreements, and representations contained in this Amended and Restated IGA, the adequacy and sufficiency of which are confirmed by the Parties, the Parties agree as follows:

Agreement

1. **Term**: The term shall commence on the date all Parties have executed this Amended and Restated IGA ("Effective Date"). The obligations of this Amended and Restated IGA will be perpetual unless terminated pursuant to ¶ 14.7.

2. **Effect on Former Agreements:** Upon the Effective Date, all rights and obligations of both Parties in the 1998 Hayden Option, 2001 Hallenbeck Option, the 2011 IGA, the 2014 IGA and the 2014 Operating Agreement will terminate and no longer be of any force and effect.

3. **Transbasin Colorado River Basin Water.** Aurora will supply Lake County with up to forty (40) acre-feet per year of fully consumable exclusively transbasin supplies originating from the Colorado River Basin, Water Division 5 related to the Independence Pass Transmountain

Diversion System, the Homestake Project, the Columbine Ditch and/or the Busk-Ivanhoe System, as described in the decree in Case No. 98CW173, owned by Aurora as of April 18, 2014 (collectively "Division 5 Transbasin Water") for Lake County's domestic, commercial, industrial, irrigation, augmentation, substitution and municipal use. At any time during a Delivery Year (defined below), within two (2) business days of Lake County's notice to Aurora via email, Aurora shall request delivery from the Bureau of Reclamation and/or the Division 2 Engineer of the Water Division 5 Transbasin Water for Lake County. Each requested delivery must be at a rate of not less than 0.25 c.f.s. and the volume must not be less than 1.0 acre foot. Each delivery year shall commence on April 1 and end on the following March 31 ("Delivery Year"). Water not requested by Lake County in one Delivery Year will not be carried over and added to the volume Lake County can request in a subsequent Delivery Year. Lake County will not be charged any operation and maintenance fees or assessments for Division 5 Transbasin Water deliveries. The Division 5 Transbasin Water provided to Lake County will not bear evaporation or seepage losses while in storage in any reservoir prior to delivery to Lake County. Aurora's deliveries to Lake County shall be made from Aurora's Division 5 Transbasin Water and no other sources. Lake County expressly agrees that it bears the risk of any shortages if the yield of Aurora's Division 5 Transbasin Water sources is below 40 acre-feet in any Delivery Year, provided that Aurora shall at all times own at least 55 shares of the Twin Lakes Reservoir and Canal Company in its portfolio. Lake County may utilize or otherwise store this water in Lake County-owned or -leased facilities and available storage capacity in accordance with the conditions of Case No. 98CW173 and/or any future decree.

3.1 The "Delivery Point" for the water derived from Division 5 Transbasin Water will be, at Aurora's sole discretion, any of the following locations in Lake County, Colorado:

3.1.1 The stream immediately downstream of the outlet of Twin Lakes Reservoir, the legal description of which is identified as **Delivery Point 1** on **Exhibit D**;

3.1.2 The confluence of Lake Creek and the Arkansas River, the legal description of which is identified as **Delivery Point 2** on **Exhibit D**;

3.1.3 The stream immediately downstream of the outlet of Turquoise Reservoir, the legal description of which is identified as **Delivery Point 3** on **Exhibit D**;

3.1.4 At Hayden Meadows Recreation Pond ("Hayden Pond"), the legal description of which is identified as **Delivery Point 4** on **Exhibit D**, subject to ¶ 6;

3.1.5 Box Creek Reservoir once constructed and permanent storage is provided to Lake County under ¶ 7 below; and/or

3.1.6 Alternative storage if provided to Lake County pursuant to an amendment to this Amended and Restated IGA or a separate agreement between the Parties.

4 **Discretionary Additional Water**: Aurora and Lake County agree to discuss in good faith the potential for additional leases of water to Lake County and/or to contract exchange or reservoir trade water within Lake County for Lake County's needs (collectively "Additional Water") at Aurora's sole discretion. Additional Water, if any, will be provided by separate agreement, the terms and conditions of which will be negotiated at the time any such agreement is sought except that any such agreement will have a primary term of 1 year and successive years will only be renewable upon the sole discretion of Aurora.

5 **County to Abide by Applicable Authority**: Lake County will not put the water delivered under this Amended and Restated IGA to any use, or to use at any place, that violates any decree of a court of competent jurisdiction and/or the bylaws of the Twin Lakes.

6 **Storage in Hayden Pond.** To the extent practical, Aurora will coordinate with Lake County for the joint use of Hayden Pond for seasonal water storage while also maintaining it as a recreational amenity. Specifically, in circumstances when Lake County needs to release portions of its water from the Hayden Pond to meet other needs, Aurora will endeavor to refill space with any other water owned by Aurora capable of being stored in Hayden Pond ("Other Water") to minimize fluctuations in the water surface level in the pond, provided Aurora determines such storage is feasible.

6.1 Aurora's storage of Other Water in Hayden Pond is for non-consumptive fishery and wildlife purposes only. Aurora retains the right to release such Other Water stored in the Hayden Pond for Aurora's uses. Such Other Water is not part of the 40 acre-feet for Lake County discussed in ¶3, above, unless or until booked over to Lake County at Hayden Pond described in ¶3.1.4. Transit losses on delivery of Aurora's Other Water to Hayden Pond will be borne by Lake County.

6.2 Preliminary accounting forms to track the additions, subtractions, and running balances of the Parties' water stored in the Hayden Pond are attached hereto as **Exhibit E.** Lake County shall maintain accounting on a daily basis and provide it to Aurora monthly. Aurora shall promptly provide Lake County with any information necessary to complete the accounting upon request. Such accounting forms may be further refined by the Parties by mutual agreement. Evaporation and seepage losses will be allocated in proportion to the volume of water stored by each Party in the Hayden Pond during the month.

7. **Storage in Box Creek Reservoir.**

7.1. **Relationship to Goals and Objectives.** Aurora intends to develop the design of, and construct and operate one or more water storage facilities ("Box Creek Reservoir" or "Facility") generally in accordance with the relevant and compatible enumerated Goals & Objectives outlined in **Exhibit F** and, acting in good faith, will seek to coordinate the development and operation thereof with Lake County and the Lake County Open Space Initiative partners ("LCOSI"). Commercially reasonable and cost-effective modifications

to the project that result from this coordination may be included in the final designs and permit applications submitted for approval at Aurora's discretion.

7.2. **Management of Retained Land.** Any portion of the Hallenbeck Ranch owned by Aurora, but not inundated by Box Creek Reservoir, shall be managed in coordination with Lake County and the LCOSI partners pursuant to the compatible Goals & Objectives. Potential management alternatives include, but are not limited to, any of the following: dedicated open-space areas; seasonal closures of the land surrounding the Facility by Lake County; management of the land surrounding the Facility by Lake County; and inclusion of the land surrounding the Facility into the Arkansas Headwater Recreation Area.

7.3. **Mitigation Fund.** Should Aurora construct a Facility upon Hallenbeck Ranch, Aurora will pay to the Lake County Treasurer, within one (1) year from completion of the Box Creek Reservoir (completion being defined as the issuance by the Colorado State Engineer of their approval to fill) one (1) percent of the capital costs (capital costs include all costs to develop and construct an operational Facility, including, but not limited to, 90% design, permitting, engineering, materials, equipment, and construction costs, and specifically excluding any costs of acquiring fee title to real property, easements, or rights-of-way) of any reservoir constructed, excluding inflow and outflow structures, to a mitigation fund to be owned and managed by Lake County. Lake County will use this fund exclusively for the development and maintenance of amenities associated with the Box Creek Reservoir. Such amenities may include, but are not limited to: boat ramps or other boating facilities; campgrounds; picnic grounds; trails or trailheads; educational facilities; open-space areas; or other recreational facilities. Lake County may also use this fund: to provide cash-match for grants; to hire contractors or employees related to the Facility; or to offset any additional costs incurred by Lake County as a result of the Facility. Lake County will not, however, be responsible for management of any of said amenities developed from the mitigation fund and may seek such management from any party acceptable to Aurora, which acceptance Aurora will not unreasonably withhold.

7.4. **Minimum Pool; Storage Report.** Aurora will establish a minimum pool in any Facility constructed upon the Hallenbeck Ranch to facilitate recreational and environmental performance. The size of this minimum pool will be twenty percent (20%) of the total capacity of the Facility. Aurora shall maintain the minimum pool on a permanent basis except as needed for dam safety or maintenance purposes or in response to drought conditions as provided in this Paragraph 7.4. Aurora will have the right to withdraw water from and refill this minimum pool during drought conditions. Drought conditions will exist any time Aurora's total system-wide reservoir storage is below fifty percent (50%) of its capacity. Aurora will, consistent with its overall system-wide water operations, refill the minimum pool following a drought as soon as reasonably possible, considering the system-wide demands and supplies. By the first day of every month, Aurora shall e-mail a copy of its storage report to Lake County, consistent with the notice provision below at Paragraph 13.4. In addition, when Aurora’s total system-wide reservoir

storage is below sixty percent (60%) of its capacity, Aurora shall email its storage report to Lake County on a weekly basis, and the Parties shall meet to discuss the drought conditions and the minimum pool as needed.

7.5. **Lake County Storage Space in Box Creek Reservoir or Other Facility.** Aurora will grant Lake County permanent use of operational storage space in any Facility it completes upon the Hallenbeck Ranch equal to twenty percent (20%) of Aurora's total operational space ("Operational Space"), which will be the capacity of the Facility below the spillway and above the minimum pool described herein.

7.5.1. Lake County may use this space in its discretion for the benefit of Lake County. Such uses may include, but are not limited to: storage of any water supplies; assistance with flow management; releases for replacement and exchange purposes; lease of the storage space to other entities or persons; use for wildlife, fishery, or wetland purposes; and increase the recreational pool. This storage space may not be sold by Lake County without the permission of Aurora, which Aurora may grant or withhold at its discretion.

7.5.2. As part of the operation agreement arrangements for any Facility, Lake County will provide that Aurora will have the first right to lease back up to fifty percent (50%) of the Lake County storage space. The lease rate for this lease-back to Aurora will be twenty-eight dollars ($28.00) per acre-foot adjusted by any change in the CPI - Denver-Aurora-Lakewood, or a replacement index if the Denver-Aurora-Lakewood index is discontinued from 2026. At Lake County's discretion, it may lease any or all of the remaining fifty percent (50%) of storage space to Aurora at the same rate. If either party believes that this rate is no longer appropriate, the parties agree to enter into good faith discussions to review and potentially modify this rate every ten years from the date of this Amended and Restated IGA.

7.5.3. Aurora will operate and maintain the entire Facility, including Lake County's portion of the operational storage capacity, at no cost to Lake County. Water stored in Lake County's storage space will be subject to evaporation and/or seepage assessments, as determined by the Division Engineer, in proportion to the total Facility storage and Lake County will be responsible for those losses. Aurora will cooperate with Lake County to develop sufficient means of delivering water into and out of its storage space in any Facility built upon the Hallenbeck Ranch. Lake County will reimburse Aurora for any costs associated with the operation, maintenance, and repair of such inflow and outflow facilities for Lake County's use.

7.6. **Reservoir Facilities Permits and Easements.** To the extent permitted by law, and so long as not inconsistent with its regulatory rights and responsibilities as provided by

federal, state, and local law, Lake County will agree to: 1) cooperate with Aurora as necessary to facilitate the development of the Facility upon the Hallenbeck Ranch; 2) at Aurora's expense, appear as a co-applicant with Aurora in any action or proceeding related to the development of a Facility upon the Hallenbeck Ranch, with Lake County retaining the right to select independent counsel to represent it as co-applicant; and, 3) cooperate with Aurora in connection with the obtaining of any and all necessary permits, easements, or water right change adjudications in any way related to the development of the Facility upon the Hallenbeck Ranch. Nothing stated in this paragraph will be interpreted or construed as: 1) an abrogation or diminution of Lake County's "1041" powers provided by state law and local regulation; 2) obligating Lake County to approve a "1041" permit for Aurora with respect to the development of the Facility upon the Hallenbeck Ranch; or, 3) limiting or restricting in any manner Lake County's lawful power to require Aurora to perform mitigation necessary in connection with the possible issuance of a "1041" permit with respect to the development of the Facility upon the Hallenbeck Ranch.

7.6.1. Aurora has committed to providing a number of benefits to Lake County, and, while current Lake County staff and Commissioners cannot bind future County actions, the Parties acknowledge that the following enumerated benefits were and are intended to be incorporated into the mitigation required by Lake County in any 1041 Permit issued in connection with Box Creek Reservoir in the future.

7.6.1.1 Those actions and benefits discussed in Exhibit C to this Amended and Restated IGA;

7.6.1.2 The use and conveyance of Upper River Ditch easements discussed in Paragraph 12 of and Exhibit I to this Amended and Restated IGA;

7.6.1.3 Aurora's provision of forty (40) acre-feet per year of fully consumable transmountain water to Lake County without charge;

7.6.1.4 Aurora's cooperation with and support of LCOSI as discussed in Paragraph 7.1 of this Amended and Restated IGA; and

7.6.1.5 Aurora's commitment to make Payments In Lieu of Taxes to Lake County for a certain duration as discussed in Paragraph 7.11 of this Amended and Restated IGA.

7.7. **Forebay.** Whether the construction of Box Creek Reservoir will include construction of a forebay near the Arkansas River is uncertain at this time due to several unresolved factors. The determination of whether to construct such a forebay will be made in Aurora's sole discretion. If Aurora determines that a forebay will be beneficial, and if the forebay is completed in advance of the completion of Box Creek Reservoir itself, Aurora agrees to allow Lake County's use of the forebay for storage purposes as further

described below until Lake County's storage space in Box Creek Reservoir is available for use; however, by so doing, Aurora does not agree to construct at its cost any facilities for releasing water from the forebay that Aurora would not construct in the absence of such use by Lake County.

7.7.1. In the event a Box Creek Reservoir forebay is constructed and becomes operational before Box Creek Reservoir becomes operational, Lake County will be provided the opportunity to store in the forebay, to the extent there is forebay storage capacity that is not needed for Aurora's use at that time. Aurora will make excess capacity storage in the forebay available as follows: At least sixty (60) acre-feet of storage and, if the completed forebay is at least 150 acre-feet in size, then Lake County may have the opportunity to store for itself up to seventy-five (75) acre-feet of its water. Lake County's cost for the use of such storage shall be equal to the expenses of Aurora's operation and maintenance of the facility pro-rated to the percentage of the storage capacity of the forebay used to store water on behalf of Lake County.

7.8. **Future Proceedings Related to Box Creek Reservoir.** Lake County will join as a party or otherwise support (excluding monetary support, supplying land, and/or supplying water rights) Aurora in any future water court proceedings related to Box Creek Reservoir as well as state administrative proceedings, federal administrative proceedings, and appeals from the same, which are necessary to enable Box Creek Reservoir to be constructed and operated.

7.9. **Support for Land Acquisition.** Lake County will support (excluding monetary support, supplying land, and/or supplying water rights) Aurora's desired acquisition of parcels from either the United States Forest Service ("USFS") or the Bureau of Land Management ("BLM") through a land exchange or other methods. Such support will include, but not be limited by, a letter of support, generally in the form of the attached **Exhibit G**, from the Lake County Board of County Commissioners voicing the County's support for Aurora's proposed land exchange with the USFS to trade two parcels in Lake County and one parcel in Chaffee County, both owned by Aurora, for USFS parcels in Lake County located adjacent to Aurora's Hallenbeck Ranch property.

7.10. **Aurora Water Court Case No. 2001CW145 and Future Box Creek Reservoir Cases.** Lake County executed a Stipulation in Case No. 01CW145, Water Division No. 2, commonly referred to as Aurora's Box Creek Exchange Case. Notwithstanding ¶ 10, Lake County agrees not to file opposition in future diligence and/or make absolute proceedings regarding the rights awarded in said cases.

7.11. **Payment in Lieu of Taxes.** In order to provide some compensation to Lake County for the non-taxable status of the Hallenbeck Ranch after Aurora acquires title, Aurora agrees that its governing body (i.e. the City Council) has approved and, it will pay to the

Lake County Treasurer on April 1st of each year, commencing April 1st following the year Aurora acquires title, an amount equal to the product of nine hundred ninety-six and forty-four one-hundredths (996.44) (which was the acreage of the Hallenbeck Ranch) multiplied by the most current per acre Lake County mill levy for agricultural property at this location that would apply to non-exempt property. These Aurora payments will continue until Aurora no longer owns an interest in the Hallenbeck Ranch or until Box Creek Reservoir is constructed and fully operational, whichever occurs first. The total Aurora payment will be reduced for any acreage subsequently conveyed to Lake County or others. As a courtesy, Lake County shall provide an invoice by March 1st of each year to Aurora at its Rocky Ford office at the following address: Aurora Water, ATTN: Administrative Coordinator, 17850 County Road JJ, Rocky Ford, Colorado 81067, AVRPAdmin@auroragov.org.

8. **Support for Watershed Health.** Lake County agrees to cooperate in good faith with Aurora to develop and implement a development plan around the Box Creek Reservoir for watershed protection. The purpose of said development plan will be to clarify future responsibilities and cooperation efforts regarding effective watershed management such as protecting water quality from point and nonpoint sources, controlling flooding, managing stormwater, enhancing or restoring stream health, protecting wetlands, and maintaining riparian areas.

9. **Interruptible Water Supply Agreement / Additional and/or Alternative Storage Facilities.**

9.1 **Alternative Storage Development and Storage Offset.** Aurora and Lake County may pursue the development of one or more additional or alternative water storage facilities ("Alternative Facilities") within or outside Lake County. Aurora may, at its discretion, provide financial, engineering, permitting, operational, or other support ("Contributions") toward the development of such Alternative Facilities.

To the extent that Alternative Facilities create permanent operational storage capacity available for Lake County's use, Aurora's obligation to provide Lake County with twenty percent (20%) of the Operational Space in Box Creek Reservoir under Paragraph 7 shall be reduced on an acre-foot-for-acre-foot basis. The amount of such reduction shall equal the portion of permanent Operational Space attributable to Aurora's Contributions, as determined by mutual agreement of the Parties in connection with the development of each Alternative Facility. The Parties intend for this provision to apply regardless of the manner in which the Alternative Facilities are developed, funded, permitted, or supplied with water, and nothing in this paragraph requires Lake County to acquire specific water rights or develop storage in any particular configuration.

9.2 **Optional Water Rights and Interruptible Supply Agreements.** The Parties anticipate that Lake County may seek to acquire water rights located in the County ("Future Water Rights") and potentially to construct a water storage facility or facilities on the land

historically irrigated by such Future Water Rights. In connection with any Future Water Rights acquired by Lake County, the Parties may, but are not obligated to, negotiate one or more interruptible water supply agreements or other arrangements that allow Aurora to use all or a portion of such water on a temporary, intermittent, or rotational basis. Any such agreement shall be established by separate written agreement and shall not be a condition precedent to, or limitation on, the storage offset described in Paragraph 9.1.

9.3 **No Impact on Annual Delivery Obligation.** Nothing in this paragraph alters Aurora's obligation to provide forty (40) acre-feet per year to Lake County under Paragraph 3.

10. **Limitations on Statements of Opposition**. Either Party may file a statement of opposition in any new Water Court case in which the other Party is an applicant, but only if the opposing Party has a good faith belief that the case will cause injury to its water rights. The Parties agree to cooperate and work in good faith resolve concerns raised in such cases.

11. **Reasonable Public Access to Hayden River Parcel.** Aurora will provide reasonable public access to a parcel on the river on Hayden Ranch ("River Parcel"), as described and depicted on attached **Exhibit H**, for fishing and non-motorized recreational use by the public during times the parties agree may be appropriate for such use, provided that a written license acceptable to Aurora, in its sole discretion, is made with a party agreeing to manage such access. The terms of this River Parcel access must be memorialized in written license(s) between any of the following: (1) Aurora and Lake County; (2) Aurora and Colorado Division of Parks and Wildlife ("CPW"); (3) Aurora and both Lake County and CPW; or (4) any other third party which, in Aurora's sole discretion, can manage public access to the River Parcel.

11.1 **Future Annual License and General Terms.** Should Aurora grant Lake County an annual access license for the River Parcel ("Lake County License") in the future, the terms of which must be acceptable to Lake County, the Lake County License must contain reasonable provisions for management and protection of the properties and protection of Aurora from liability on the property. Subject to its annual appropriations, pursuant to the Lake County License, Lake County would assume the obligations and associated payments listed below, and should Lake County fail to pay for lack of an appropriation, the Lake County License will be immediately rescinded. Terms of such Lake County License shall include, but not be limited to, the following obligations of Lake County:

11.1.1 Obtain and maintain a policy of insurance that in Aurora's good faith assessment is sufficient to protect Aurora;

11.1.2 Provide police, fire, and emergency response services at the River Parcel;

11.1.3. Maintain and replace all recreational facilities on the River Parcel at its own cost and at no cost to Aurora, whether said facilities are constructed by Lake County after the access license is granted or present at the time the license takes effect;

11.1.4 Obtain consent from Aurora before constructing any additional recreational facilities, which consent shall not be unreasonably withheld;

11.1.5 To the extent provided by law, indemnify and hold harmless Aurora, its officers, employees, and agents, against any and all claims, damages, actions, or causes of action to which it, or they, may be subjected by reason of Lake County's negligent management of the River Parcel for recreational use, whether by reason of work done or omission by Lake County, its agents or employees, in connection with their entry onto the River Parcel, and their permission or encouragement of others to enter onto the River Parcel.

11.1.6. If Lake County delegates the operation and management of the River Parcel for recreation or any other licensed purpose to an independent contractor, Lake County shall notify Aurora and shall incorporate the stipulations and conditions of this Amended and Restated IGA into the contract with said independent contractor. If required by Aurora, Lake County shall cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with a company satisfactory to Aurora, which will protect Aurora from any loss or damage resulting from the work performed by, or the omissions of, the contractor.

11.2. **Suspension of Access.** Any Lake County License shall be subject to and subordinate to: 1) any Environmental Protection Agency remediation activities on the site; 2) development of any facilities by Aurora and its contractors, so long as the facilities do not interfere with Lake County's use of the River Parcel; 3) any other activities which would render public access to the River Parcel inconsistent with safe and prudent land management or the safety of the public, or both; and 4) any access restrictions for wetlands required by the U.S. Army Corps of Engineers.

11.3. **Continuing Responsibility for Maintaining Recreational Facilities.** Notwithstanding that actual recreational access may be denied from time to time for the reasons specified in ¶ 11.1 herein, Lake County shall be responsible for maintaining any and all recreational facilities on the River Parcel.

12. **Use of Upper River Ditch Facilities; Conveyance of Easements.** Aurora owns the Upper River Ditch water right (14.00 cfs, appropriation 05/15/1879, adjudication 01/31/1901, Chaffee County District Court Case No. 1702 and changed in Water Division 2, Case No. 98CW137(A)) along with the Upper River Ditch and ditch easement by an Agreement, recorded in Lake County at Book 532, Page 836. Upon the Effective Date, Aurora shall convey to Lake County an undivided one-half interest in the Upper River Ditch, its appurtenant structures, and the easement on which it is located to allow Lake County's conveyance of water to Hayden Pond and Box Creek Reservoir pursuant to the form of the Easement and Maintenance Agreement attached hereto as

Exhibit I while maintaining Aurora's use of the Upper River Ditch for conveyance of water to Box Creek Reservoir.

13. **General Provisions.**

13.1 **Venue governing law, modification not intended.** The forum for resolution of any dispute resulting in litigation regarding this Amended and Restated IGA shall be as provided by the Colorado Rules of Civil Procedure and Colorado Revised Statutes. This Amended and Restated IGA shall be governed by and construed under the laws of the State of Colorado. The parties shall not be deemed to have agreed that the benefits and obligations created by this Amended and Restated IGA have been modified as a result of any amendment hereafter made to the Constitution or laws of the State of Colorado, or to the Charter of the City of Aurora unless agreed to in writing by the City Council and Board of Commissioners.

13.2 **Representation of County.** Lake County represents and warrants that the execution and performance of this Amended and Restated IGA will not violate any provisions of its statutory authority or rules and regulations, and that the terms of this Amended and Restated IGA shall be binding on subsequent Boards of County Commissioners.

13.3 **Representation of City.** Aurora represents and warrants that the execution and performance of this Amended and Restated IGA will not violate any provisions of the Charter of the City of Aurora or Aurora ordinances, or covenants contained in any indenture governing the issuance and sale of the bonds of the City, or the pledging of its revenues.

13.4 **Notice.** Any notices required or permitted to be given pursuant to this Amended and Restated Agreement shall be in writing and shall be deemed given when given personally, emailed to the addresses below, and/or sent by overnight mail, priority mail, or certified mail, return receipt requested, postage prepaid. Either party hereto may designate a new address by giving written notice thereof to the other party hereto in the aforesaid manner. Notice shall be effective upon receipt. For purposes of notice pursuant to this Amended and Restated IGA, the Parties' representatives shall be:

For Lake County:

Lake County Manager
PO Box 964
Leadville CO 80461
Email: cbryans@lakecountyco.gov

County Attorney for Lake County
PO Box 964

Leadville CO 80461
Email: mhobbs@lakecountyco.gov

For Aurora:

General Manager, Aurora Water
26791 E Quincy Ave.
Aurora, CO 80016.
Email: mbrown@auroragov.org

Aurora Water
ATTN: Basin Manager
17850 County Road JJ
Rocky Ford, Colorado 81067
AVRPWaterAccouting@auroragov.org – This address is specifically for water accounting;
AVRPAdmin@auroragov.org – This address is for all other matters.

Aurora City Attorney
15151 E. Alameda Parkway, Suite 5300
Aurora CO 80012.
Email: cityattorneynotice@auroragov.org

13.5. **No Assignment or Delegation.** Neither party may assign its rights nor delegate its duties hereunder without the prior written consent of the other.

13.6**. Indemnification; Governmental Immunity.**

13.6.1 To the extent provided by law, Lake County shall defend, indemnify, and hold harmless, Aurora and its officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action of a third party which may occur as a result of the storage and release of water, or recreational use of Aurora property pursuant to any license agreement, under this Amended and Restated IGA, except as to any portion of negligence judicially determined to be caused by Aurora.

13.6.2. To the extent provided by law, Aurora shall defend, indemnify, and hold harmless, Lake County and its officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action of a third party which may occur as a result of the water operations, maintenance, storage, or release by Aurora, under this Amended and Restated IGA.

13.6.3. No provision of this Amended and Restated IGA shall be construed as a waiver or release of the immunities, limitations, or defenses afforded to Aurora or Lake County under the Colorado Governmental Immunity Act.

13.7. **Amendments.** Amendments to this Amended and Restated IGA shall only be effective, if entered into with the same formality as the Amended and Restated IGA.

13.8. **Waiver of Rights.** The failure of either party to exercise any right under this Amended and Restated IGA shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time the right or rights or any other right it may have under this Amended and Restated IGA.

13.9. **Headings and Captions.** The headings and captions in this document are for convenience of reference only, are not part of this document and shall not define or limit any of the terms or provisions hereof.

13.10**. Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this paragraph, no party to this Amended and Restated IGA shall be liable for any delay or failure to perform hereunder due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: (i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (iii) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations hereunder caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, hurricanes, tornadoes, or other natural disasters (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) severe cold or hot weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), (o) changes of law relating to financial obligations, revenues and budgetary matters applicable to Colorado local governments and their enterprises, (p) actions by federal, state, municipal, or any other government or agency (including, but not limited to, the adoption or change in any rule or regulation, compact calls, revised compact administration or environmental constraint, imposed by, or in any contract with, any federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, and (q) inability, despite due diligence, to obtain required licenses, permits or approvals. Health emergencies resulting from pandemic diseases will not constitute force majeure events.

13.11 **Enforcement.** This Amended and Restated IGA may be enforced in law or equity, by a decree of specific performance, damages, or such other legal and equitable relief as may be available to a party.

13.12. **Joint Defense Against Third-Parties.** In the event of litigation by any third-party concerning this Amended and Restated IGA, and to the extent permitted by law, the Parties agree to jointly defend any such third-party action.

13.13. **No Third-Party Beneficiaries.** Except as otherwise explicitly provided for herein, there are no third-party beneficiaries of this Amended and Restated IGA. No third party has any right to enforce this Amended and Restated IGA.

13.14. **Sole Obligation of Aurora's Utility Enterprise.**

13.14.1. This Amended and Restated IGA shall never constitute a general obligation or other indebtedness of the Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the Aurora.

13.14.2. In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Amended and Restated IGA, Lake County shall have no recourse for any amounts owed to it against any funds or revenues of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Amended and Restated IGA shall be construed as creating a lien upon any revenues of Aurora's Utility Enterprise or Aurora.

13.14.3. Aurora represents that this Amended and Restated IGA has been duly authorized, executed and delivered by Aurora and constitutes a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

13.15. **Sole Obligation of Lake County's Enterprise.**

13.15.1. This Amended and Restated IGA shall never constitute a general obligation or other indebtedness of the Lake County, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Lake County within the meaning of the Constitution and laws of the State of Colorado or of the County code.

13.15.2. In the event of a default by Lake County's Utility Enterprise of any of its obligations under this Amended and Restated IGA, Aurora shall have no recourse for any amounts owed to it against any funds or revenues of the Lake

County except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Lake County's Water Enterprise Fund, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of Lake County's Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Amended and Restated IGA shall be construed as creating a lien upon any revenues of the Utility Enterprise or Lake County.

13.15.3. Lake County represents that this Amended and Restated IGA has been duly authorized, executed and delivered by Lake County and constitutes a valid and legally binding obligation of Lake County, enforceable against Lake County in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

13.16. **No Transfer of Ownership.** Except as specifically stated herein, nothing in this Amended and Restated IGA shall constitute or be interpreted as constituting the transfer of any ownership interests in the infrastructure assets or water rights of the Parties. Each party shall remain individually responsible for the operation, maintenance, repair and replacement of their own infrastructure and water rights absent express written agreement to the contrary.

13.17. **Survival of Representations.** Each and every covenant, promise, and payment contained in this Amended and Restated IGA shall not merge in any deed, assignment, covenant, escrow agreement, easement, option, release, or any other document, but shall survive each nevertheless, and be binding and obligatory upon each of the Parties hereto.

13.18. **Entire Agreement.** This Amended and Restated IGA represents the entire understanding and agreement of the Parties and supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof, and neither party has relied upon any fact or representation not expressly set forth herein.

13.19. **Multiple Originals.** This Amended and Restated IGA may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same agreement.

13.20. **Non-severability and Effect of Invalidity.** Each provision of this Amended and Restated IGA is intertwined with and integral to the others and is not severable from the others. If any portion of this Amended and Restated IGA is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the Parties will immediately attempt to negotiate either valid alternative portions that, as near as possible, give effect to any stricken portions or a valid replacement agreement.

13.21. **No Attorney's Fees and Costs.** In the event of any litigation arising out of this Amended and Restated IGA, the Parties agree that each will be responsible for their own attorney's fees and costs associated with any such legal action.

13.22. **Joint Draft.** The Parties agree they drafted this Amended and Restated IGA jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Therefore, this Amended and Restated IGA shall not be construed for or against a party on the basis of authorship.

13.23. **Intent of Amended and Restated IGA.** This Amended and Restated IGA is intended to describe the rights and responsibilities of and between the Parties. It is not intended to and shall not limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of the Lake County, Aurora, or any other entity, governmental or private, not a party hereto.

13.24. **Non-Business Days.** If any date for any action under this Amended and Restated IGA falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

13.25. **No Use of Aurora Facilities.** Except as described herein, no use of any Aurora facility is allowed or conveyed pursuant to this Amended and Restated IGA.

13.26. **Binding Effect.** Upon execution, this Amended and Restated IGA shall be binding upon the respective legal representatives, successors and assigns of the parties.

13.27. **Recording.** When fully executed, Aurora will cause this Amended and Restated IGA to be recorded in the public records of the Lake County, Colorado Clerk and Recorder.

13.28. **Electronic Signatures.** The Parties may execute this Agreement using electronic signatures (including, but not limited to, a digital image in the form of a PDF, JPEG, GIF file, DocuSign, AdobeSign, SignNow or other e-signature), and the same shall be deemed as a true and correct original.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

[signatures on following pages]

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 9/3/2026 26.45
_____ _____ _____
Ian Best, Assistant City Attorney Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, 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)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

_____
Matthew Bullock, Chair

ATTEST:

_____
Tracy Lauritzen, Clerk & Recorder
Lake County, Colorado; ex-officio
Clerk of said Board

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by_____

this _____ day of _____, _____.

_____ _____
My Commission Expires Notary Public

EXHIBITS:

Exhibit A – Hayden Ranch Legal

Exhibit B – Hallenbeck Ranch Legal

Exhibit C – Timeline of Key Events

Exhibit D – Locations of Delivery Points

Exhibit E – Hayden Pond Accounting Forms

Exhibit F – Goals and Objectives for Box Creek Reservoir

Exhibit G - Letter of Support

Exhibit H – Hayden River Parcel Legal

Exhibit I – Form of Easement and Maintenance Agreement (Upper River Ditch)

EXHIBIT A

The following described property in Lake County, Colorado:

Township 10 South, Range 80 West, 6th P.M.
Section 22: S/2NW/4, SW/4, W/2SE/4
Section 27: E/2NW/4, NW/4NW/4, W/2NE/4, E/2SW/4, W/2SE/4, SE/4SE/4
Section 34: ALL
Section 35: SW/4 less one acre occupied by school.

Township 11 South, Range 80 West, 6th P.M.
Section 2: S/2SW/4, NW/4SW/4
Section 3: E/2, E/2NW/4
Section 10: SW/4, E/2NE/4
Section 11: W/2, W/2NE/4, W/2SE/4, SE/4SE/4

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTIONS OF LAND:

1. That portion of Section Twenty-Seven (27), Township 10 South, Range 80 West of the 6th P.M., as described in Warranty Deed to Mount Massive Lakes, Inc., a corporation, recorded February 17, 1954 in Book 318 at Page 57 of the Lake County, Colorado records, to-wit:

Tract No. 1
All that part of the Northwest Quarter Northeast Quarter (NW/4NE/4) of Section 27, Township 10 South, Range 80 West of the 6th P.M. , and all that part of the Southwest Quarter Southeast Quarter (SW/4SE/4) of Section 22 of said Township and Range described as follows:

"Beginning at Witness Corner to Corner No. 22 of the Callahan Ranch, a steel rail set in concrete at 162 feet South of said Corner No. 22 which is identical with the Northeast Corner of the NW/4 of the NE/4 of said Section 27; and running thence along the East lines of said subdivision north 500 feet,; thence West 100 feet; thence South 500 feet; thence East 100 feet to the place of beginning, containing 1.15 acres."

Tract No. 2
All that part of the SW/4NE/4 of Section 27, Township 10 South, Range 80 West of the 6th P.M., described as follows:

"Beginning at a point on the East boundary of said subdivision N. 660 ft, from the Southeast corner of said subdivision and 1950 feet from Corner No. 23 of the Callahan Ranch; and running thence along the East boundary of said subdivision N. 450 ft.; thence W. 100 ft; thence S. 450 ft.; thence E. 100 ft. to the place of beginning. Containing 1.03 acres."

Tract No. 3
All that part of the SE/4SE/4 of Section 27, Township 10 South, Range 80 West of the 6th P.M. described as follows:

"Beginning at Corner No 24 of the Callahan Ranch, a steel rail set in concrete to mark the Northeast corner of said subdivision; and running thence along the East boundary of said subdivision S. 440 feet; thence W. 150 feet; thence N. 440 feet; thence E along North boundary of said subdivision 150 feet to the place of beginning. Containing 1.52 acres."

2. That portion conveyed by Warranty Deed to the Denver and Rio Grande Western Railroad Company, recorded in Book 335 at Page 165 of the Lake County, Colorado records, to wit:

A 75 foot wide strip of land near Kobe, Lake County, Colorado, lying between lines parallel with and 25 feet and 100 feet easterly at right angles from the center lines of the main track of the Denver and Rio Grande Western Railroad Company, as said track is presently constructed and operated over and across the SE/4 of Section 34, T10S, R80W, and the NE/4NE/4 of Section 3, T11S, R80W of the 6th P.M., containing 7.12 acres, more or less.

3. Those portions conveyed to Mt. Elbert Plamor Ranch, Inc., a Colorado corporation, by Warranty Deed and Correction Warranty Deed, recorded in Book 347 at Pages 349 and 350, Lake County, Colorado records, to-wit:

All of Twin Lakes Addition No. 1A of the Mt. Elbert Plamor Ranch; all of Twin Lakes Addition No. 1B of the Mt. Elbert Plamor Ranch; all of South Arkansas Addition No. 2A of the Mt. Elbert Plamor Ranch; all of the SE/4SE/4 Section 11 lying East of the Arkansas River; all of the SE/4SW/4 and all of the NW/4SW/4 of Section 2 lying East of the Arkansas River; and all of the NE/4 of Section 3 lying East of the Arkansas River, all in T11S, R80W of the 6th P.M.; all of the E/2 of Section 34 lying East of the Arkansas River; all of the W/2NE/4 and all of the SE/4 of Section 27, except the NE/4SE/4 of said Section 27; lying East of the Arkansas River; all of the W/2SE/4 of Section 22 lying East of the Arkansas River, and all of the SW/4 Section 35, all in T10S, R80W of the 6th P.M.

Excepting therefrom and expressly reserving to the said grantors a strip of land 20 feet in width adjacent to any land which is subject to the control and supervision of the United States Bureau of Land Management as

conveyed by Deed from Twin Lakes Corporation to Mt. Elbert Plamor Ranch dated 8/31/67 and recorded 9/8/67 in Book 373 at Page 10.

4. That portion conveyed by Warranty Deed, recorded February 20, 1963, in Book 350 at Page 440 of the Lake County, Colorado records to the Mt. Elbert Plamor Ranch, Inc., a Colorado corporation, described as follows:

> That strip of land 20 feet in width adjacent to all lands subject to the control and supervision of the Bureau of Land Management as the same is described and reserved to the grantors in that certain deed between Robert S. Erickson, Helen G. Erickson, Clayton Hill and Mt. Elbert Plamor Ranch, Inc., a Colorado corporation, recorded March 7, 1962, Reception No. 232637 in Book 347 at Page 349, Lake County, Colorado records.

5. That portion conveyed by Quitclaim Deed to Lake County, Colorado dated July 21, 1908 and recorded July 22, 1908 in Book 210 at Page 510 of the Public Records of Lake County, Colorado, described as follows:

> A strip of ground sixty (60) feet wide being a part of Section 22, Township 10 South, Range 80 West of the 6th P.M. extending thirty (30) feet on each side of a line beginning at a point on the county road between Leadville, Colorado, and Granite, Colorado, whence the East quarter-corner (E 1/4 corner) to said Section 22, Twp. 10 S., Rge. 80 W of the 6th P.M. bears N 88°45'E 1375.3 ft. Running thence West 1245 feet to a point. Thence South 22°25' West 221 feet to a point, thence South 54°49' West 127.8 feet to a point; thence South 62°48' West 1510 feet to a point; thence South 50°43' West 96.15 feet to a point on the County road from Leadville, Colorado to Twin Lakes, Colorado, containing 5.28 acres, exclusive of right-of-way of Denver and Rio Grande and Colorado Midland and Aspen Shortline Railroads.

6. That portion conveyed by Warranty Deed, recorded June 10, 1964, in Book 355 at Page 255 of the Lake County, Colorado records from the Twin Lakes Corporation, a Colorado corporation, to Pan-Ark Lodges, Inc., a Colorado corporation, described as follows:

> Commencing at a point on the South Section line at a point 1394.2 feet West of the Southeast corner of Section thirty-four (34), Township 10 South, Range 80 West of the 6th P.M., Lake County, Colorado, thence West 600 feet; thence Northwest and parallel to the West limits of Highway 24, 1,000 feet; thence East with an inside angle of 68°10' and parallel with the South Section line 600 feet to the West Right-of-Way limit of Highway 24; thence Southeast along Right-of-Way of Highway 24, 1,000 feet to the place of beginning.

EXHIBIT B

Legal Description – Section 33

A tract of land being the South 1/2 of the South 1/2 of Section 33, T10S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southeast corner of said Section 33, being a B.L.M. Brass Cap thence N 00°55'05" W a distance of 1314.07 feet to the South 1/16 corner between Sections 33 and 34.

Thence S 88°21'01" W a distance of 1323.73 feet to the Southeast 1/16 corner.

Thence S 88°21'01" W a distance of 1323.84 feet to the Center South 1/16 corner.

Thence S 88°20'59" W a distance of 1319.86 feet to the Southwest 1/16 corner.

Thence S 88°20'59" W a distance of 1319.97 feet to the South 1/16 corner between Sections 32 and 33.

Thence S 00°06'06" E a distance of 1266.72 feet to the Southwest corner of said Section 33.

Thence N 88°51'39" E a distance of 1325.21 feet to the West 1/16 corner.

Thence N 88°51'39" E a distance of 1325.21 feet to the South 1/4 corner of said Section 33.

Thence N 88°52'12" E a distance of 1327.32 feet to the East 1/16 corner.

Thence N 88°52'12" E a distance 1327.32 feet to the point of beginning.

Legal Desription – Section 4

A tract of land being the Northwest 1/4 of the Northeast 1/4, the Northwest 1/4; the Southwest 1/4 of the Northeast 1/4 (also known as the F.B. Placer) and the West 1/2 of the Southwest 1/4 (being a portion of the Percheron Placer) and the Northeast 1/4 of the Southwest 1/4 (also known as the Granite Placer) located entirely in Section 4, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southwest corner of said Section 4, being a B.L.M. Brass Cap thence N 01°09' 14" W a distance of 1330.03 feet to the South 1/16 corner between Sections 5 and 4.

Thence N 01°06'55" W a distance of 1330.00 feet to the West 1/4 corner of said Section 4.

Thence N 02°03'19" W a distance of 1341.30 feet to the N 1/16 corner between Sections 5 and 4.

Thence N 02°03'19" W a distance of 1193.59 feet to the Northwest corner of said Section 4.

Thence N 89°06'39" E along the section line between Sections 32, T10S, R80W and Section 4, T11S, R80W, a distance of 441.88 feet to the section corner common to Sections 32 and 33.

Thence N 88°51'39" E continuing along said section line a distance of 2650.42 feet to the South ¼ corner of Section 33, T10S, R80W.

Thence N 88°52'12" E continuing along said section line a distance of 878.25 feet to the East 1/16 corner of said Section 4.

Thence S 01°24'17" E a distance of 1176.67 feet to the Northeast 1/16 corner.

Thence S 01°24'17" E a distance of 1351.27 feet to the Center West 1/16 corner.

Thence S 88°47'39" W a distance of 1309.46 feet to the Center 1/4 corner.

Thence S 01°42'47" E a distance of 1312.82 feet to the Center South 1/16 corner.

Thence S 88°25'17" W a distance of 1322.80 feet to the Southwest 1/16 corner.

Thence S 01°25'19" E a distance of 1321.41 feet to the West 1/16 corner between Sections 4 and 9.

Thence S 88°03'05" W a distance of 1329.52 feet to the point of beginning.

Legal Description – Section 5

A tract of land being the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 (also known as the Perley Placer), the Northwest 1/4 of the Southwest 1/4 (also known as the Mt. Elbert Placer), the North 1/2 of the South 1/2 of the Southwest ¼, and the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 (also known as the Aspen Placer) and the Northeast 1/4 of the Southeast 1/4 (being a portion of the Percheron Placer) all located in Section 5, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 5, A B.L.M. Brass Cap thence N 89°41'15" E a distance of 1334.41 feet to the center West 1/16 corner.

Thence N 00°56'18" W a distance of 1324.80 feet to the Northwest 1/16 corner.

Thence N 89°26'37" E a distance of 1328.85 feet to the Center North 1/16.

Thence N 01°10'32" W a distance of 1176.95 feet to the North 1/4 corner.

Thence N 89°06'39" E a distance of 2647.80 feet to the Northeast corner of said Section 5.

Thence S 02°03'19" E a distance of 1193.59 feet to the North 1/16 corner between Sections 5 and 4.

Thence S 02°03'19" E a distance of 1341.30 feet to the East 1/4 corner of said Section 5.

Thence S 01°06'55" E a distance of 1330.00 feet to the South 1/16 corner between Sections 5 and 4.

Thence S 89°22'17" W a distance of 1342.51 feet to the Southeast 1/16 corner.

Thence S 89°22'17" W a distance 1343.83 feet to the Center South 1/16 corner.

Thence S 01°12'34" E a distance of 675.49 feet to the Center South South 1/64 corner.

Thence N 89°31'34" W a distance of 1335.75 feet to the Center South Southwest 1/64 corner.

Thence N 89°31'35" W a distance of 1336.19 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 661.16 feet to the South 1/16 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 1322.33 feet to the point of beginning.

Legal Description – Section 6

A tract of land being Lot 10 and Lot 11 and the North 1/2 of the South 1/2 of the Southeast 1/4 (also known as the Derry Placer and a Portion of the Glacier Placer M.S. 3866) of Section 6, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the East 1/4 corner of said Section 6, a B.L.M. Brass Cap thence S 01°05'34" E a distance of 1322.33 feet to the South 1/16 corner between Sections 6 and 5.

Thence S 01°05'34" E a distance of 661.16 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-Southeast 1/64 corner.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-South 1/64 corner.

Thence N 00°18'27" W a distance of 673.74 feet to the Center South 1/16 corner.

Thence N 00°18'27" W a distance of 1347.48 feet to the Center 1/4 corner.

Thence N 88°38'22" E a distance of 1318.04 feet to the Center East 1/16 corner said corner also being the Northwest corner of Lot 9.

Thence S 00°41'47" E along the East 1/16 line and also being the West line of said Lot 9 a distance of 135.08 feet to the South corner of said Lot 9 and also being on line 4-5 of the Glacier Placer M.S. No. 3866.

Thence N 66°01'33" E along the said line 4-5 a distance of 351.28 feet to the Northeast corner of said Lot 9 and at the intersection with the East-West centerline of said Section 6.

Thence N 88°38'22" E a distance of 995.34 feet to the point of beginning.

EXHIBIT C

Timeline and Summary of Key Terms included in Agreements between Lake County and City of Aurora

This exhibit provides a timeline of the 1998 Hayden Option, 2001 Hallenbeck Option, 2011 IGA, 2014 IGA, and 2014 Operating Agreement, as well as other relevant, related agreements (each, an "Agreement," and collectively, the "Agreements"), and summarizes the key terms that were included in each Agreement:

(A) ***April 15, 1998. 1998 Hayden Option: Water Rights and Land Purchase and Sale Agreement with Options, recorded at Rec. No. 316672, on April 22, 1998****:*

1. **Water Rights Option**. Aurora granted Lake County an option to purchase up to ten percent of the Hayden Ranch water rights. The option could have been exercised on an incremental basis of one acre-foot or larger.

- The option expired on December 31, 2020. The Agreement allowed Lake City to extend the option for one additional ten-year period. Lake County did not extend the option. Had the option been extended, there were several opportunities of Lake County and Aurora to work together to study storage, long term use of the property for open space, wildlife habitat, recreational or other uses consistent with protection of open lands for environmental quality, and ecological diversity.

- Aurora agreed to allow Lake County use of up to twenty acre-feet of storage space in its storage facilities for up to five years following the transfer.

- Aurora and Lake County agreed to jointly study the long-term use of the property for open space, wildlife habitat, recreational uses, and other uses consistent with protection of open lands for environmental quality and ecological diversity.

- Aurora agreed to make payment in lieu of taxes for the property during the option period.

2. **Land Option**. Aurora granted Lake County an option to purchase Hayden Ranch.

- The initial option period expired on April 15, 2000. The Agreement allowed Lake County to extend the option for one additional year. Lake County did not extend the option. Had the option been extended, there were several opportunities for Lake County and Aurora to work together to study storage, long-term use of the property for open space, wildlife habitat, recreation, and other uses consistent with the protection of open lands for environmental quality and ecological diversity.

- Aurora and Lake County agreed to jointly study the long-term use of the property for open space, wildlife habitat, recreation, and other uses consistent with the protection of open lands for environmental quality and ecological diversity.

- Aurora agreed to make payment in lieu of taxes for the property during the option period.

3. **DeLappe Ditch**. Aurora granted Lake County the cooperative and joint use of the DeLappe Ditch headgate, canal structures, and easement. Aurora further agreed to permanently transfer its remaining interest in the ditch, facilities, and easement to Lake County.

(B) ***January 8, 2001. 2001 Hallenbeck Option: Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado, acting by and through its Utility Enterprise, recorded at Rec. No. 325384, on January 25, 2001:***

1. **Purchase Option**. Lake County granted Aurora an option to purchase Hallenbeck Ranch, excluding an isolated 160-acre parcel. The option period ran in three four-month phases. Lake County extended the option period for an additional year.

2. **Water Rights**. The option provided that Lake County would retain all water rights associated with Hallenbeck Ranch, which specifically included but was not limited to the water rights decreed to Derry Ditch Nos. 1, 2, and 3. Aurora agreed to allow the continued historical use and maintenance of the water rights on the Hallenbeck Ranch.

3. **Reservoir Project**. Aurora agreed to design, construct, and operate Box Creek Reservoir, and manage the surrounding lands, in coordination with the Lake County Open Space Initiative's ("LCOSI") goals and objectives. Aurora and Lake County agreed that the reservoir and surrounding land could be developed as a county park or that the Bureau of Land Management or Colorado Parks and Wildlife could manage the land as part of the Arkansas Headwaters Recreation Area.

4. **Minimum Pool**. Aurora agreed to maintain a minimum pool of twenty percent for recreational, aesthetic, and wildlife purposes. The parties agreed that Aurora had the right to access the minimum pool during drought conditions.

5. **Lake County Storage Space**. The parties agreed that Lake County would be able to use twenty percent of Aurora's operational capacity for storage to improve environmental benefits or lease to third-parties. Aurora had the right to lease back some portion of the operating capacity under certain, specified conditions. Lake County agreed to reimburse Aurora for the operational costs associated with the conveyance of its water supplies into and out of the reservoir.

6. **Mitigation Fund**. Aurora agreed to provide a fund to Lake County equal to one percent of the reservoir construction costs. The fund would be used for development and maintenance of amenities to the reservoir (campgrounds, boat ramps, etc.), for cash-match grants, or to offset additional costs incurred in connection with the reservoir.

7. **Permitting Cooperation**. Lake County agreed to cooperate with Aurora regarding all permits, easements, and other approvals necessary for the reservoir. Lake County did not, however, waive its "1041" or other regulatory responsibilities.

8. Payment in Lieu of Taxes. Aurora will make annual payments in lieu of taxes for thirty years on whatever portion of the ranch it owns.

(C) ***December 5, 2001. Extension of Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado, acting by and through its Utility Enterprise, recorded at Rec. No. 328308, on December 19, 2001:***

1. **Purchase Option**. The option extended the 2001 Hallenbeck Option under similar terms for three four-month phases.

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(D) ***November 21, 2002 Contract to Buy and Sell Real Estate (Hallenbeck Ranch Purchase Contract):***

1. **Purchase**. This Agreement effectuated Aurora's purchase of Hallenbeck Ranch under terms consistent with the 2001 Hallenbeck Option and extension.

(E) ***June 20, 2011. 2011 IGA: Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage, and Termination of Options, recorded at Rec. No. 357435, on September 23, 2011:***

1. The 2011 IGA included the following water supply provisions:

- **Option Relinquished**. Lake County agreed to relinquish the option obtained in the 1998 Hayden Option to purchase ten percent of the Hayden Ranch water rights.

- **Aurora's Assistance with Adjudication of Augmentation Plan**. Aurora agreed to assist Lake County with the cost of water court proceedings in Case No. 98CW173.

- **Aurora to Supply Native Arkansas water**. Aurora agreed to provide Lake County forty acre-feet of native Twin Lakes water annually. The water would be available for delivery between March 15 and April 14 each year or other dates mutually agreed upon by each party's water operations manager.

2. The 2011 IGA contained the following provisions pertaining to water storage:

- **Storage for Twin Lakes Water**. Aurora agreed to make storage for the Twin Lakes native water available to Lake County for a ten-year period beginning January 1, 2013 or the date of the final un-appealable decree in Case No. 98CW173, whichever date occurred first. The water would not be carried over by Aurora from year to year in Aurora's storage space. If Lake City could not use the Twin Lakes native water within the augmentation plan to serve areas in Lake County, Aurora would make available for the subject period the lesser of either twenty acre-feet or the volume of the average consumptive use yield of Lake County's Derry #2 and #3 water rights. At Aurora's discretion, Aurora could store the water in Twin Lakes or elsewhere.

- **Potential Box Creek Reservoir Forebay**. Aurora and Lake County agreed that if, in the future, Aurora constructs a forebay on Hallenbeck Ranch, the pertinent provisions of the 2001 Hallenbeck Option would override, control, and extinguish the storage provisions of the 2011 IGA. The parties agreed that Lake County could store water in the forebay for twenty years after the forebay is on-line or until Box Creek Reservoir is constructed and on-line. Lake County agreed to pay operation and maintenance costs pro-rated to the percentage of the facility used for Lake County storage. Lake County would have the opportunity to store at least sixty acre-feet. However, if any completed forebay is at least one-hundred fifty acre-feet in size, Lake County may store up to seventy acre-feet. The twenty-year storage opportunity provided to Lake County could provide up to a maximum of thirty years of storage if added to the ten-year period.

- **Releases.** The parties agreed that for the initial 10-year period, Aurora would make releases of water from Twin Lakes at the identified delivery points. Until storage is available from the forebay or some other location Aurora would release water from Twin Lakes for Lake County. After storage is available in the forebay or Box Creek, Aurora, at its discretion, would deliver or exchange water to one of the storage vessels for releases to Lake County.

- **Pending Lake County Applications**. Aurora agreed to limit its participation in Lake County's then-pending water court applications, Case Nos. 98CW173 and 95CW216(E), and endorse the relief that Lake County was requesting in Case No. 98CW173.

3. The 2011 IGA included the following provisions regarding either party's support of future actions to be undertaken by the other party:

- **Support for Aurora's Land Acquisition**. Lake County agreed to support Aurora's acquisition of identified parcels from the USFS or BLM.

- **Support for Box Creek Reservoir**. Lake County agreed to support Aurora's construction of Box Creek Reservoir, including any forebay storage and to cooperate with Aurora during the permitting of the reservoir. The 2011 IGA specifically stated, however, that the 2011 IGA should not be construed as limiting Lake County's exercise of its 1041 regulatory authority.

4. The 2011 IGA included the following provision regarding public access to the Hayden River Parcel:

- **Reasonable public access to Hayden River Parcel.** Aurora agreed to provide reasonable public access to the Hayden River parcel while providing storage to Lake County.

(F) ***April 18, 2014. 2014 IGA: Amended Intergovernmental Agreement Between Aurora and Lake County Concerning Lake County Augmentation Plan, Provision of Storage, and Termination of Options, recorded at Rec. No. 363363, on May 5, 2014:***

1. **Aurora to Supply Transmountain Water**. The parties agreed to amend the 2011 IGA to provide that Aurora would supply transmountain, rather than native, water to meet forty acre-feet of Lake County demand, derived exclusively from imports from Water Division 5. The water would be made available for delivery between March 15 and May 31 or other dates mutually agreed upon by each party's water operations manager.

2. **Discretionary delivery point**. The parties agreed that Aurora could deliver the water, at Auora's discretion to either Twin Lakes Reservoir or the confluence of Lake Creek and the Arkansas River.

(G) ***December 7, 2015. Operating Agreement Pursuant to Amended Intergovernmental Agreement Between Aurora and Lake County, dated April 18, 2024, recorded at Rec. No. 376034, on January 25, 2016:***

1. **Alternate Location for Water Storage**. The parties agreed to that Aurora may deliver and store the forty acre-feet of imported water that Aurora agreed to deliver and store in the 2014 Amended IGA in Turquoise Reservoir in addition to Twin Lakes Reservoir.

EXHIBIT D

Delivery Point 1: Twin Lakes Reservoir Outlet:

In the Northeast Quarter of the Southwest Quarter of Section 23, Township 11 South, Range 80 West of the 6th P.M., at UTM coordinates Easting 387247.0, Northing 4326098.0.

Delivery Point 2: Confluence of Lake Creek and Arkansas River:

In the Northwest Quarter of the Southeast Quarter of Section 24, Township 11 South, Range 80 West of the 6th P.M., at UTM coordinates Easting 389206.0, Northing 4326202.0.

Delivery Point 3: Turquoise Reservoir Outlet:

In the Southwest Quarter of the Northeast Quarter of Section 19, Township 9 South, Range 80 West of the 6th P.M., at UTM coordinates Easting 381722.0, Northing 4345669.0.

Delivery Point 4: Hayden Meadows Recreation Pond:

In the Southeast Quarter of the Northwest Quarter of Section 22, Township 10 South, Range 80 West of the 6th P.M., at UTM coordinates Easting 385696.0, Northing 4336013.0.

EXHIBIT E

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)
						In Priority?		Inflows					Outflows						Total in storage by account				OOP Evaporation Depletions	
		Day	Stage	Area	Total Volume	1=IP, 0 = OOP		11CW86 Storage Right	Derry Ditch No. 3	Division 5 COA for Lake County Aug Use	Other Water for Aurora's Use	Unmeasured	11CW86 Storage Right	Derry Ditch No. 3	Division 5 COA for Lake County Aug Use	Other Water for Aurora's Use	Evaporation	Seepage	11CW86 Storage Right	Derry Ditch No. 3	Division 5 COA for Lake County Aug Use	Other Water for Aurora's Use	Total	Lake County Obligation
						11CW86	Derry Ditch No.	(AF)	(AF)	(AF)		(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
Year	*Month*	*10/31/2024*	*13.4*	*6.90*	*44*	-	-	-	-	-		-	-	-	-	-	-	-	*0*	*0*	*0*	*0*	-	-
2025	*11*	11/1/2025																						
2025	*11*	11/2/2025																						
2025	*11*	11/3/2025																						
2025	*11*	11/4/2025																						
2025	*11*	11/5/2025																						
2025	*11*	11/6/2025																						
2025	*11*	11/7/2025																						
2025	*11*	11/8/2025																						
2025	*11*	11/9/2025																						
2025	*11*	11/10/2025																						
2025	*11*	11/11/2025																						
2025	*11*	11/12/2025																						

Lake County Open Space Initiative ("LCOSI") has adopted the following Vision Statement:

The acquisition and stewardship of land and water resources in Lake County by a partnership of federal, state, and local agencies and organizations for the purpose of: protecting and enhancing critical wildlife habitat; conserving open space; restoring impacted habitats; securing public access; increasing recreational opportunities; preserving cultural, agricultural, scenic and historic resources; and enhancing smart growth and development opportunities in Lake County.

The Goals and Objectives determined by LCOSI are set forth as follows according to the resource involved.

Resource	Goals and Objectives
Wildlife	To Protect Threatened, Endangered and Sensitive Species and their habitats To enhance, restore, and protect wetland and riparian habitats To Maintain Wildlife Habitat To enhance Hayden and Hallenbeck Ranches for big game forage To enhance habitat for migratory birds and waterfowl To enhance vegetative diversity To provide watchable wildlife opportunities To restore damaged habitats To maximize acreage available for hunting and fishing
Historic & Cultural	Preservation and recordation Develop Historic Preservation Plan Interpretation and Public Education Save Hayden/Hallenbeck Ranch Buildings Preserve Archeological Sites Marketing Plan

Transportation & Utilities	Identify and categorize existing system of roads/trails Identify and categorize existing utility system Identify and categorize structural development Identify and categorize ponds and natural features Designate open and closed roads and trails Coordinate activities with adjacent landowners and existing uses
Agricultural	Maintain healthy, diverse vegetative communities Maintain Land Health Maintain agricultural presence for wildlife, cultural, scenic and historic values
Recreation	Identify and provide for a wide spectrum of recreational opportunities Three ranches will be limited to non-motorized recreational use Do not take away existing legal motorized use Mechanized use on designated trails only No new trails or trailheads onto Mount Elbert No camping on Hayden or Arkansas River Ranches No commercial rafting on Arkansas Limit private boaters to 10 craft per day Control outfitter/guide use with wade/walk permits Monitor use

River Restoration	Coordinate and cooperate with MOU Parties on cleanup of the main stem of the Arkansas River off channel restoration of Box and Union Creeks Minimize liability to LCOSI partners Minimize new impacts to the river
Extractive Industries	Use extractive industries only as a tool for maintaining natural resource values and master plan goals
Water Resources	Maintain water rights, operations, and beneficial use of associated water rights Increase water storage capacity for wildlife, recreation, and economic development purposes Cooperate and coordinate with MOU Parties and water owners to ensure favorable flows for fisheries Maintain or improve water quality Allow for the opportunity to enhance or create new wetlands
Scenic	Maintain or Improve existing Scenic Vistas Maintain or Improve Visitor Safety Coordinate and cooperate with the Top of the Rockies Byway Committee to interpret and sign U.S. 24 through LCOSI

EXHIBIT G

Re: Support of the Land Exchange Relative to the Box Creek Reservoir Project

_____, 20__

The United States Forest Service
810 Front Street
Leadville, CO 80461

To Whom It May Concern,

The Board of County Commissioners of Lake County, Colorado, respectfully submits this letter expressing Lake County's support for the City of Aurora, acting by and through its Utility Enterprise, in its efforts to pursue a land exchange with the United States Forest Service. Aurora seeks to acquire federal lands located at the headwaters of Box Creek, north of Twin Lakes Reservoir, adjacent to Aurora's Hallenbeck Ranch property and near the potential Box Creek Reservoir site.

Lake County recognizes that this proposed land exchange presents meaningful opportunities for the County and its residents. The exchange would advance several long-standing County priorities, including strengthening economic stability, enhancing water-resource reliability, and expanding recreational access. Lake County holds contractual rights for storage space in the potential Box Creek Reservoir, which would support the County's water rights portfolio and create opportunities to lease excess storage capacity. Even in the event the reservoir is ultimately deemed infeasible for engineering or permitting reasons, Lake County maintains the first right of refusal for Aurora's Hallenbeck property, ensuring that these lands could still serve important open space or recreational purposes.

The proposed exchange would also convert currently private lands, currently closed to the public, into federal lands accessible for recreation. This transition would increase opportunities for dispersed camping, motorized recreation, and other outdoor activities that contribute to Lake County's tourism economy and overall quality of life.

In light of these benefits, the Board of County Commissioners respectfully asks that the United States Forest Service give thoughtful consideration to Aurora's proposed land exchange when evaluating project priorities and feasibility. Lake County believes the exchange would serve the public interest and respectfully encourages favorable action on Aurora's proposal.

Sincerely,

Lake County Board of County Commissioners

EXHIBIT H

"River Parcel"

All of the so-called Hayden Ranch lands transferred to the City of Aurora, Colorado acting by and through its Utility Enterprise by that certain Warranty Deed from Twin Ark Valley Limited, a Colorado Limited Partnership dated April 15, 1998 and recorded on April 22, 1998 in the Lake County, Colorado Clerk & Recorders Office at Reception No. 316674, Book 532, Pages 868 - 876 that lie east of the current location of U.S. Highway 24 in Sections 22, 27, and 34 in Township 10 South, Range 80 West, 6th P.M. and in Sections 2, 3, and 11 in Township 11 South, Range 80 West, 6th P.M., in Lake County, Colorado.

EXHIBIT I

EASEMENT AND MAINTENANCE AGREEMENT
(Upper River Ditch)

This Easement and Maintenance Agreement (the "**Agreement**"), dated this __ day of _____, 2026 (the "**Effective Date**"), is by and between the City of Aurora, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("**Aurora**"), and the Board of Commissioners of Lake County, Colorado, acting by and through its Water Enterprise ("**Lake County**"). This Agreement may refer to the Company and Licensee each individually as a "**Party**" and, collectively, as the "**Parties**."

RECITALS

A. Aurora is a home-rule city in Colorado. Lake County is a Colorado county.

B. The Upper River Ditch (the "**Ditch**") diverts water from the Arkansas River. The point of diversion for the Ditch is located on the west bank of the Arkansas River at a point whence the southeast corner of Section 16, Township 10 South, Range 80 West of the 6th P.M., bears south 23° 28' east, 2,008.5 feet, in Lake County, Colorado, which point is believed to lie approximately, 1,830 feet from the south line and 820 feet from the east line of Section 16. WDID 1100519, UTM X 384994, UTM Y 4337233. From the point of diversion, the Ditch flows in a southerly direction across Sections 22, 27, and 34, Township 10 South, Range 80 West of the 6th P.M., Lake County Colorado. The point of diversion and location of the Ditch and Easement are depicted on the map attached as **Exhibit A**.

C. Pursuant to the Water Rights and Land Purchase and Sale Agreement with Options dated April 15, 1998 and recorded with the Lake County Clerk and Recorder at Reception No. 316672 (Book 532, Page 836) on April 22, 1998, Aurora owns the Upper River Ditch water right (14.00 cubic feet per second, appropriation 05/15/1879, adjudication 01/31/1901, Chaffee County District Court Case No. 1702 and changed in Water Division 2, Case No. 98CW137(A)), as well as the Upper River Ditch (the "**Ditch**"), the appurtenant structures (the "**Appurtenant Structures"**), and an associated prescriptive easement under Colorado law, which includes the right of access to and from the Ditch and the right to operate, maintain, repair, and replace the Ditch and Appurtenant Structures (the "**Easement**").

D. A lateral of the Ditch, often referred to as the Inlet Channel to Hayden Meadows Recreation Pond, is utilized to fill the Hayden Meadows Recreation Pond.

E. The Parties contemplate that, upon the construction of the Box Creek Reservoir, the Ditch may be utilized as a fill structure for said Reservoir.

F. The Parties desire that Aurora convey to Lake County an undivided one-half (1/2) interest in the Ditch, the Appurtenant Structures, and the Easement.

G. The Parties also desire to define their responsibilities and obligations with respect to the operation, maintenance, repair, and replacement of the Ditch, Appurtenant Structures, and Easement.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **GRANT OF INTEREST IN EASEMENT**. Aurora does hereby grant, bargain, and convey unto Lake County and its successors and assigns, an undivided, one-half (1/2) interest in the Ditch, the Appurtenant Structures, and the Easement. The Easement is perpetual and non-exclusive and includes the right of access to and from the Ditch and the right to operate, maintain, repair, improve, and replace the Ditch and the Appurtenant Structures.

1.1. **MERGER.** Notwithstanding the foregoing, Aurora and Lake County each own fee title to portions of the land underlying the historical prescriptive Easement (as applicable, "Aurora-Owned Property" and "Lake County-Owned Property"). By operation of law, an easement typically merges with the underlying land on which it is located and is extinguished upon a single party's common ownership of an easement and the underlying land on which the easement is located.

1.2. **LAKE COUNTY EASEMENTS ON AURORA-OWNED PROPERTY.** The Parties acknowledge that, on the Aurora-Owned Property, the prescriptive Easement has been extinguished by merger. On each Aurora-Owned Property that, to the extent merger could be deemed to have occurred, Aurora does hereby grant, bargain, and convey to Lake County an entire undivided interest in an easement (on each Aurora-Owned Property, each a "Lake County Easement") and disclaims the application the merger doctrine. Each Lake County Easement is perpetual and non-exclusive and includes the right of access to and from the Ditch and the Appurtenant Structures and the right to operate, maintain, repair, improve, and replace the Ditch and the Appurtenant Structures. Aurora expressly retains all right to the use of each Lake County Easement for access to and from the Ditch and the Appurtenant Structures and for the operation, maintenance, repair, improvement and replacement of the Ditch, subject to Paragraphs 2 and 5, below. In the event that Aurora sells any Aurora-Owned Property, the Lake County Easements shall run with the Aurora-Owned Property and bind Aurora's successor(s).

1.3. **AURORA EASEMENTS ON LAKE COUNTY-OWNED PROPERTY.** The Parties acknowledge that, though Aurora owns the portions of the Easement located on each Lake County-Owned Property, the one-half (1/2) undivided interest in the Easement that Aurora intends to convey to Lake County by this Agreement could be extinguished by merger for those portions upon the execution and recordation of this Agreement and the Parties disclaim the application of the merger doctrine, therefore, Aurora will retain an entire undivided interest in the Easement portions on Lake County-Owned Property (on each Lake County-Owned Property, an "Aurora Easement"). Accordingly, Lake County

shall have all right to the use of each Aurora Easement for access to and from the Ditch and the Appurtenant Structures and for the operation, maintenance, repair, improvement, and replacement of the Ditch on all Lake County-Owned Property. In the event that Lake County sells any Lake County-Owned Property, the Aurora Easements shall run with the Lake County-Owned Property and bind Lake County's successor(s).

1.4 **DEFINITION OF EASEMENT.** References to the Easement in subsequent paragraphs of this Agreement refer to the entire historical prescriptive Easement for the Ditch, as depicted on the map attached hereto as **Exhibit A**, whether located on land to which Aurora, Lake County, or any thirty-party currently owns fee title.

2. **RESPONSIBILITY FOR OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE DITCH, APPURTENANT STRUCTURES, AND EASEMENT**.

2.1. As the Party located locally to the Ditch, Lake County shall be responsible for the operation of the Ditch and either performing or coordinating the maintenance, repair, and replacement of the Ditch, Appurtenant Structures, and Easement.

2.2. The Parties agree that Lake County shall bear the upfront costs and expenses associated with the operation of the Ditch and maintenance, repair, and replacement of the Ditch, Appurtenant Structures, and Easement, as they arise (collectively, "**Upfront Costs**"), and that Aurora shall reimburse Lake County for one-half (1/2) of the Upfront Costs, as set forth in paragraph 3, below. Notwithstanding the foregoing, if the Upfront Costs of any such project are anticipated to exceed the minimum monetary threshold that would require either Lake County or Aurora to open the project to public bidding and/or to seek the approval of its governing body, Lake County shall receive Aurora's written approval prior to conducting or contracting the project, which approval shall not be unreasonably withheld, conditioned, or delayed, and the Parties shall have the opportunity to award the project contract through the bid process, as required, and/or seek the approval of their governing bodies. Aurora's obligation to reimburse Lake County for one-half of the Upfront Costs includes those incurred by Lake County since January 1, 2026.

2.3. On an annual basis, Lake County shall provide Aurora with an estimate of anticipated Upfront Costs for the upcoming year, to the extent possible, as both Parties acknowledge that unanticipated operation, maintenance, repair, and replacement costs and expenses arise from time to time. Lake County shall notify Aurora when material unanticipated costs arise. For further coordination purposes, if Lake County prepares or updates a Maintenance Plan for the Ditch, Lake County shall provide a copy of the Maintenance Plan to Aurora.

2.4. The Parties acknowledge that the use of the Ditch may change in the future; by way of example only and without limitation, if Box Creek Reservoir is constructed, the Ditch may be utilized to fill Box Creek Reservoir. If the Parties' use of the Ditch changes in the future, the Parties may need to modify their respective operation, maintenance, repair, and replacement obligations and/or respective cost and expense contributions under this

Agreement, provided that any such modification must be memorialized in a written, fully executed Amendment of this Agreement.

3. **REIMBURSEMENT**. As described in paragraph 2.2 above, Aurora agrees to reimburse Lake County for one-half (1/2) of the Upfront Costs actually incurred. Lake County shall transmit invoices to Aurora for one-half (1/2) of the Upfront Costs together with the original invoices received by Lake County as well as Lake County generated invoices for in kind services by Lake County staff and Aurora shall pay the same within forty-five (45) days after the invoice is received. The addresses and email addresses to which Lake City shall transmit invoices and Aurora shall transmit payment are identified in paragraph 4, Notices.

4. **NOTICES.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when given personally, emailed to the addresses below, and/or sent by overnight mail, priority mail, or certified mail, return receipt requested, postage prepaid. Either Party may designate a new address by giving written notice thereof to the other party. Notice shall be effective upon receipt, with e-mail notice deemed received based on the recipient's system. For purposes of notice pursuant to this Agreement, the Parties' representatives shall be:

For Lake County:

Lake County Manager
PO Box 964
Leadville CO 80461
Email: cbryans@lakecountyco.gov

County Attorney for Lake County
PO Box 964
Leadville CO 80461
Email: mhobbs@lakecountyco.gov

For Aurora:

General Manager, Aurora Water
26791 E Quincy Ave.
Aurora, CO 80016.
Email: mbrown@auroragov.org

Aurora Water
ATTN: Basin Manager
17850 County Road JJ
Rocky Ford, Colorado 81067

Aurora City Attorney
15151 E. Alameda Parkway, Suite 5300

Aurora CO 80012.
Email: cityattorneynotice@auroragov.org

5. **DITCH ENLARGEMENT.** If one or both of the Parties desire to enlarge the Ditch in the future, the Parties shall cooperate with each other to effectuate the enlargement and their respective undivided one-half (1/2) interests in the Ditch, the Appurtenant Structures, and the Easement hereunder shall remain undivided one-half (1/2) interests for the enlarged Ditch; provided, however, that if only one Party desires to enlarge the Ditch, that Party shall be solely responsible for all associated costs of the enlargement.

6. **BREACH**. In the event that either Party must pursue a legal action to enforce the terms of this Agreement or to recover damages suffered as a result of the other Party's breach of its responsibilities and obligations under this Agreement, the breaching Party shall be responsible for payment of the non-breaching Party's attorney fees and court costs.

7. **WAIVER OF BREACH**. The waiver of either Party to a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

8. **BINDING**. It is mutually understood and agreed that this Agreement and all its terms and conditions shall extend to and be binding upon the Parties and their successors and assigns.

9. **RECORDATION**. This Agreement shall be recorded with the Lake County Clerk and Recorder in the public records and shall be binding on any successor and/or assign of the Parties.

10. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties with respect to the subject matter herein. All negotiations, consideration, representations, and understandings between the parties are incorporated and merged herein.

11. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall be for the sole benefit of the parties hereto, and no other party is entitled to have any rights or benefits by reason of this Agreement as a third-party beneficiary or otherwise.

12. **ATTORNEY'S FEES.** In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect damages on account of any breach of obligations herein, each party shall pay its own costs and expenses, including attorneys' fees incurred.

13. **GOVERNING LAW / VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Proper venue shall be in the District Court of Lake County, Colorado.

14. **AUTHORITY.** All Parties to this Agreement represent that they have full power and authority to enter into and perform this Agreement.

15. **SEVERABILITY.** Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement, provided that the primary purposes of this Agreement remain fulfilled.

16. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original upon execution and delivery to the other party.

17. **ELECTRONIC SIGNATURES.** This Agreement may be executed electronically, by electronic or digital signatures.

18. **BINDING EFFECT.** The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto as well as their respective successors and assigns.

19. **AMENDMENTS.** This Agreement may only be modified only by written amendment executed by both Parties.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Aurora and Lake County have executed this Agreement as of the Effective Date.

CITY OF AURORA COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
Kadee Rodriguez, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

_____ _____ _____
Ian Best, Assistant City Attorney Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, 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)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

_____
Matthew Bullock, Chair

ATTEST:

_____
Tracy Lauritzen, Clerk & Recorder
Lake County, Colorado; ex-officio
Clerk of said Board

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by_____

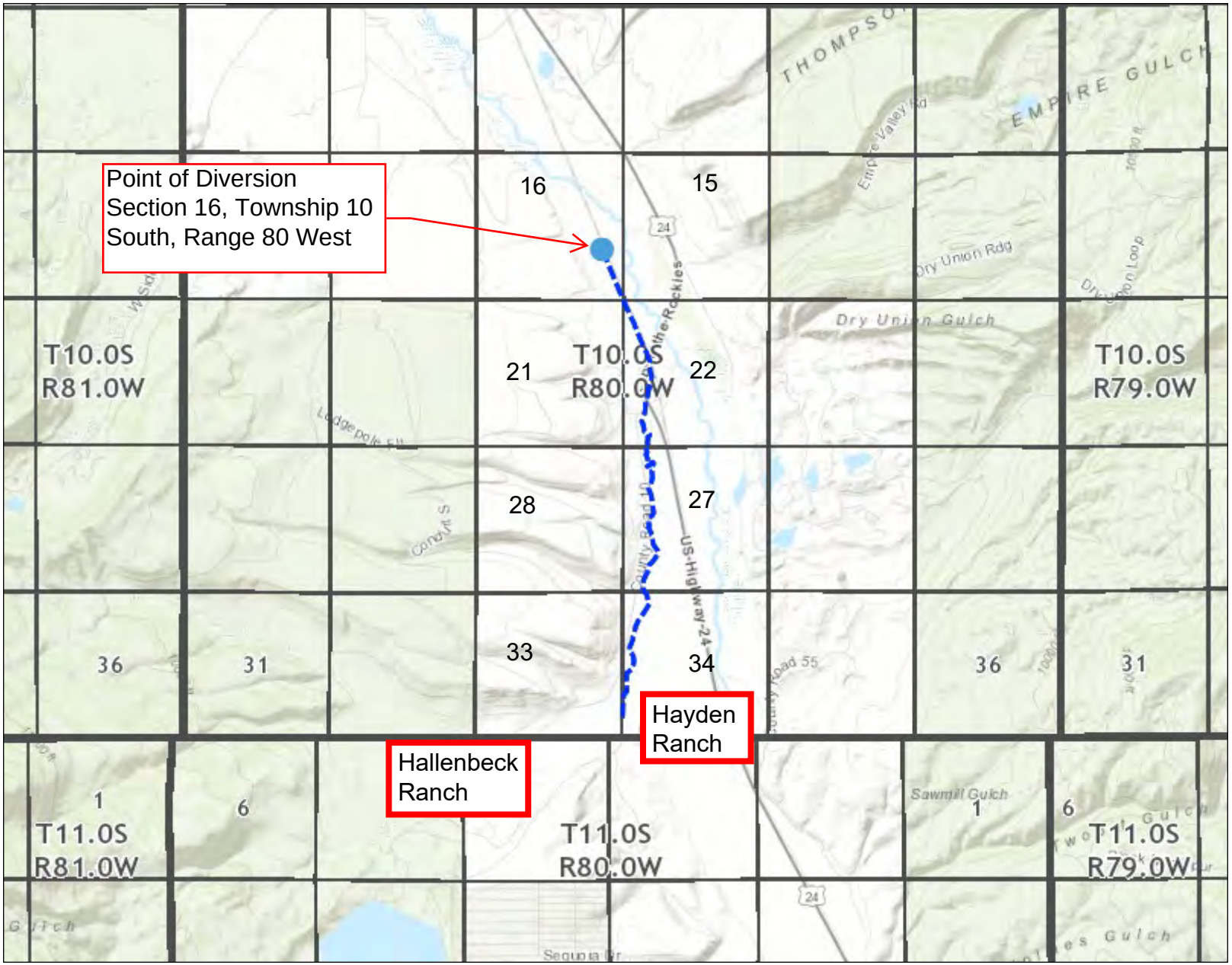
this _____ day of _____, _____.

_____ _____
My Commission Expires Notary Public

COLORADO'S
Decision Support Systems
CWCB / DWR

Map Viewer

EXHIBIT A



Legend

- Township
- Section
- County

Location



Notes

2 0 1 2 Miles

1: 63,360

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 5/14/2026 12:57:44 PM

Mountain Marketing Associates, Ltd.
P.O. Box 2340, 100 South Ridge St., Suite 105
Breckenridge, CO 80424
Phone: (970) 453-2571, Fax: (970) 453-5490

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

VACANT LAND/FARM AND RANCH
CONTRACT TO BUY AND SELL REAL ESTATE
[FINANCIAL SECTIONS OMITTED]

February 04, 1998

1. PARTIES AND PROPERTY.

Colorado Outward Bound School

buyer(s) [Buyer], (as joint tenants in common) agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Lake, Colorado, to wit:
See attached Exhibit A

known as No. Spurlin Shaw Ranch (Street Address) near Leadville (City) CO (State) 80461 (Zip)
together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers including 0 remote controls; (b) if on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys and (c)
nothing else

(d) Water Rights. Purchase price to include the following water rights:
those water rights not specifically conveyed to the City of Aurora

(e) Growing Crops. With respect to the growing crops Seller and Buyer agree as follows:
n/a

The above-described included items (Inclusions) are to be conveyed to Buyer by Seller by bill of sale, n/a deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 12. The following attached fixtures are excluded from this sale:
none

3. PURCHASE PRICE AND TERMS. The purchase price shall be $ 250,000.00, payable in U.S. dollars by Buyer as follows. (Complete the applicable terms below.)

(a) Earnest Money.

$ 5,000.00 in the form of a check, as earnest money deposit and part payment of the purchase price, payable to and held by Lake County Abstract Company, [broker,] in its trust account on behalf of both Seller and Buyer. [Broker is authorized to deliver the earnest money deposit to the closing agent at or before closing.]

The balance of $ 245,000.00 (purchase price less earnest money) shall be paid as follows:

(b) Cash at Closing.

$ 245,000.00, plus closing costs, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds). Subject to the provisions of Section 4, if the existing loan balance at the time of closing shall be different from the loan balance in Section 3, the adjustment shall be made in Good Funds at closing or paid as follows:
n/a

(c) New Loan. [OMITTED - INAPPLICABLE]

(d) Assumption. [OMITTED - INAPPLICABLE]

(e) Seller or Private Third-Party Financing. [OMITTED - INAPPLICABLE]

4. FINANCING CONDITIONS AND OBLIGATIONS. [OMITTED - INAPPLICABLE]

5. APPRAISAL PROVISION.

(Check only one box) This Section 5 ☐ shall ☒ shall not apply.

If this Section 5 applies, as indicated above, Buyer shall have the sole option and election to terminate this contract if the purchase price exceeds the Property's valuation determined by an appraiser engaged by n/a.

The contract shall terminate by the Buyer causing the Seller to receive written notice of termination and a copy of such appraisal or written notice of termination and a copy of such appraisal or written notice from lender which confirms the Property's valuation is less than the purchase price, on or before n/a (Appraisal Deadline). If Seller does not receive such written notice of termination on or before the appraisal deadline, Buyer waives any right to terminate under this section.

6. COST OF APPRAISAL. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by Buyer.

7. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

8. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Seller's expense, either a current commitment for owner's title insurance policy in an amount equal to the purchase price or at Seller's choice, an abstract of title certified to a current date on or before January 30, 1998 (Title Deadline). If a title insurance commitment is furnished, Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 8, constitute the title documents (Title Documents). Buyer or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than ____ calendar days after Title Deadline if Seller furnishes a title insurance commitment. Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

9. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller on or before 7 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 8, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before February 12, 1998. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as a result, if written notice is given to Seller on or before the date set forth in subsection 9 (b), this contract shall then terminate. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the effect of the Property's inclusion in such special taxing district(s) and waives the right to so terminate.

(d) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

10. INSPECTION. Seller agrees to provide Buyer on or before February 12, 1998, with a Seller's Property Disclosure form completed by Seller to the best of Seller's current actual knowledge. Buyer or any designee, shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before February 19, 1998 (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before February 26, 1998 (Resolution Deadline), this contract shall terminate three calendar days following the Resolution Deadline; unless, within the three calendar days, Seller receives written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

11. DATE OF CLOSING. The date of closing shall be on/before 3/10/98 , or by mutual agreement at an earlier date. The hour and place of closing shall be designated by Mountain Marketing Associates, Ltd.

12. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except nothing else

Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 9(a), (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 9(b), (iv) inclusion of the Property within any special taxing district, (v) subject to building and zoning regulations.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

14. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing services shall not exceed $ 300.00 and shall be paid at closing by being shared equally by Buyer and Seller . The local transfer tax of n/a % of the purchase price shall be paid at closing by n/a . Any sales and use tax that may accrue because of this transaction shall be paid when due by Buyer.

15. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, and nothing else

shall be prorated to date of closing.

16. POSSESSION. Possession of the Property shall be delivered to Buyer as follows:
on date of Closing and delivery of deed

subject to the following lease(s) or tenancy(s):
lease with Walt Clotworthy, a copy of which is attached as Exhibit F.

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of $ 100.00 per day from the date of agreed possession until possession is delivered.

17. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

18. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT: (Check one box only.)

☐ (1) Specific Performance. Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

☒ (2) Liquidated Damages All payments and things of value received hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection (c)) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

(b) IF SELLER IS IN DEFAULT: Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this

contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

19. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

20. ALTERNATIVE DISPUTE RESOLUTION: MEDIATION. If a dispute arises relating to this contract, and is not resolved, the parties and broker(s) involved in such dispute (Disputants) shall first proceed in good faith to submit the matter to mediation. The Disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requuesting mediation is sent by one Disputant to the other(s), the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this contract, unless otherwise agreed.

21. ADDITIONAL PROVISIONS: (The language of these additional provisions has not been approved by the Colorado Real Estate Commission).
See attached Addendum.

22. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

23. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 19.

24. SELLING COMPANY BROKER RELATIONSHIP. The selling broker, n/a and its salespersons have been engaged as _____. Selling Company has previously disclosed in writing to the Buyer that different relationships are available which include buyer agency, seller agency, subagency, or transaction-broker.

25. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer, or, if this box is checked ☐ when received by Selling Company.

26. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller or Listing Company.

27. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

28. ENTIRE AGREEMENT. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract.

29. NOTICE OF ACCEPTANCE: COUNTERPARTS. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance on or before February 10, 1998 (Acceptance Deadline). If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

Colorado Outward Bound School
c/o Glenn Porzak, 929 Pearl Street, Suite 300, Boulder, CO 80302
Bus.#: 303 443-6800 Fax #: 303 443-6864

BUYER _____ DATE 2.10.98
By: Chairman of the Board of Trustees

Twin Ark Valley, Ltd. by Moore Financial Services, Inc., General Partner
8490 East Crescent Parkway, Suite 250, Englewood, CO 80111
Bus.#: 303 409-1500 Fax #: 303 409-6333

SELLER William M Moore DATE 2/10/98
By: William M. Moore, President

The undersigned Broker(s) acknowledges receipt of the earnest money deposit specified in Section 3, and Selling Company confirms its Broker Relationship as set forth in Section 24.

Selling Company:
Mountain Marketing Associates, Ltd.
P.O. Box 2340, 100 South Ridge St., Suite 105
Breckenridge, CO 80424
Phone: (970) 453-2571, Fax: (970) 453-5490

By: Tim Casey 2/17/98
Signature Tim Casey Date

Listing Company Mountain Marketing Associates, Ltd.

By _____
Signature Date

P.O. Box 2340, 100 S. Ridge Street, Suite 105, Breckenridge, CO 80424
Address City State Zip

970 453-2571
970 453-5490

Note: Closing Instructions should be signed at the time this contract is signed.

The language contained in this Addendum has not been approved by the Colorado Real Estate Commission. It was prepared by Mountain Marketing Associates, Ltd.

ADDENDUM

This Addendum is attached to and forms a part of the Vacant Land/Farm And Ranch Contract To Buy And Sell Real Estate (the "Contract") dated February 4, 1998 between Colorado Outward Bound School, as Buyer, and Twin Ark Valley, Ltd., as Seller. In the event of any conflict between the printed portion of the Contract and this Addendum, the Addendum shall control.

(1) Inspection Contingency.

Buyer's rights under Paragraph 10 of the Contract, entitled Inspection, shall be expanded to allow Buyer the right to terminate the Contract on or before February 19, 1998 in the manner specified in said Paragraph in the event that Buyer is dissatisfied with the results of his investigation of the Property, in which case Buyer shall be entitled to the return of his earnest money deposit.

(2) Access Prior to Closing.

Prior to the Date of Closing, Buyer shall have the right to enter the Property, provided that: (a) such entrance and Buyer's activities on the Property shall not interfere with Seller's use of the Property; (b) Buyer shall at all times comply with all applicable laws and ordinances and shall save and protect Seller harmless from any and all liability and liens on account of Buyer's activities on the Property; (c) Buyer shall engage in no activities that could lead to or cause erosion, permanent harm, damage or littering to or of the Property; and (d) Buyer shall leave the Property in the same condition as when such entrance occurred. Buyer shall indemnify, defend, and hold Seller harmless from any and all costs, expenses, liabilities and damages (including reasonable attorney's fees) which may be asserted as a result of any activity of Buyer or Buyer's agents, contractors or employees upon the Property.

If Buyer decides to void the Contract by providing notice on or before February 19, 1998 of dissatisfaction related to the inspection period, the Earnest Money shall not be refunded to Buyer until Seller is satisfied, in its reasonable discretion, that any site disturbance has been fully mitigated and the Property restored to its original condition. Seller will have a period of two weeks after termination of the Contract to make its determination. If, within ten days following written notification to mitigate site disturbance and restore the Property to its original condition, Buyer has not performed such mitigation and restoration, Title Company may withhold from the Earnest Money to be returned to Buyer an amount reasonably necessary, substantiated by bids or invoices, to complete the mitigation.

(3) Simultaneous Closing.

As of the date of this Contract, the Property and its appurtenant water rights ("Water Rights") are under option to the City of Aurora ("Aurora"). Said Water Rights are described in attached **Exhibit B**. No later than February 15, 1998, Seller and Aurora intend to convert the option agreement to a Water Rights Purchase and Sale Agreement, which will provide for Aurora's purchase of the Water Rights only. This Contract with Colorado Outward Bound School is expressly contingent upon Aurora's execution of the Water Rights Purchase and Sale Agreement and upon Aurora closing, for cash, on the Water Rights Purchase and Sale Agreement simultaneously with Colorado Outward Bound's closing, for cash, on the purchase of the Property. If, for any reason, Aurora does not close simultaneously on the purchase and sale of the Water Rights, Seller may, at its sole discretion, declare this Contract null and void, in which case Buyer's Earnest Money Deposit will be returned to Buyer.

(4) Restrictive Covenant, Non-Exclusive Easement, Easement In Gross.

Buyer acknowledges and agrees that the attached Exhibits C, D & E, entitled respectively Restrictive Covenant, Non-Exclusive Easement and Easement In Gross, will be permitted exceptions to title and the conveyance of the Property at Closing by special warranty deed will be subject to these encumbrances.

(5) Copies of Tests, Studies and Investigations.

Upon completion or receipt of all tests, studies or investigations performed by Buyer, its agents or employees in accordance with Section 10 of the Contract, Buyer shall provide complete copies thereof to Seller.

(6) Boundaries, Fence Lines and Claims.

Seller does not represent that any existing exterior fence lines are on the property lines as those lines would be fixed by survey. Buyer recognizes the possibility that there could be adverse possession or other analogous claims by the owners of adjoining property based, at least in part, on the existence of any such fence lines. Buyer accepts the possibility of such claims and agrees to an appropriate exception thereof from the Seller's warranties to be contained in the special warranty deed conveying the Property.

(7) Indemnification Against Liens.

(a) Buyer shall pay all costs and expenses with respect to all tests, studies and investigations it may undertake or perform, or have performed in accordance with paragraph (3) hereof and shall indemnify and hold Seller harmless from and

against all such costs and expenses and any claims, demands or actions therefor, including reasonable attorney's fees incurred by Seller in the defense of any such claim, demand or action.

(b) In addition, if any mechanic's or other lien is filed against the Property arising out of or related to such tests, studies or investigations, or land use approvals, Buyer, within 15 days after notice from Seller of the filing for record of such lien, shall cause such lien to be satisfied and discharged of record, at Buyer's sole cost and expense, unless Buyer promptly disputes such lien and provides Seller with adequate security against such lien reasonably acceptable to Seller. Buyer's failure to cause the lien to be satisfied and discharged of record or provide Seller with such adequate security within the 15 days after such notice from Seller shall be deemed a default by Buyer under the terms of the Contract and this Addendum and shall entitle Seller to pay the lien claimant such amount as is required to satisfy and cause the lien to be discharged of record and to obtain from the earnest money plus interest thereon an amount equal to the amount so paid. Nothing contained herein shall limit Seller's right to proceed against Buyer for such amount paid or required to be paid to satisfy and cause the lien to be discharged of record and such other damages, costs and expenses and attorney's fees as Seller may have incurred as a result of Buyer's failure to have satisfied and caused the lien to be discharged of record.

(8) Defects.

Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency, requiring the correction of any condition with respect to the Property, or any part thereof. Seller has not received notice of, and has no other knowledge or information of, any pending or contemplated litigation or condemnation action with respect to the Property or any part thereof.

(9) "As Is Nature of Sale"

Buyer understands and agrees that except as expressly set forth herein, Seller has not made, does not make, and hereby expressly disclaims any representation and/or warranties concerning: (1) the quality, nature, condition, or value of the Property, Inclusions or other matters relating to this transaction; (2) the suitability of the Property and Inclusions for any activities or uses which Buyer may intend to conduct thereon, including without limitation its fitness for any particular purpose; (3) the profitability of the Property and Inclusions, including the income to be derived therefrom; (4) the compliance of the Property and Inclusions with laws, rules, ordinances or regulations or any governmental authority having jurisdiction over the Property, including without limitation, land use and environmental protection laws and requirements; and (5) any other matter with respect to the Property and Inclusions and related matters, including without limitation, representations respecting the merchantability, habitability, suitability of the Property and Inclusions except any deed warranties. Buyer represents that Buyer is relying solely on its own inspection of the Property and Inclusions and related matters, and not any information provided or to be provided by Seller, or Seller's agent, Mountain

Marketing Associates, Ltd., Tim and/or Patti Casey, other than as expressly set forth in this Contract. Buyer hereby acknowledges and agrees to the fullest extent permitted by applicable law that the sale of the Property and Inclusions contemplated under this Contract is made on an "AS IS", "WITH ALL FAULTS" basis. The parties hereto acknowledge and agree that the terms of the provisions of this Contract have been negotiated and adjusted expressly to reflect that the Property and Inclusions are being sold and purchased subject to the foregoing provisions of this paragraph.

(10) Environmental Matters.

(a) **Seller's Disclosures.** (i) Seller has disclosed to the Buyer that historical mining operations in the Leadville area have been documented as being a contributing source as environmental contamination of soil, water and air. These past mining activities may have adversely affected the Property. Seller agrees to provide Buyer with copies of any and all documentation it has concerning possible environmental contamination of the Property and/or possible governmental actions concerning such contamination within ten (10) days of the effective date of the Contract. Buyer shall provide Seller with a signed statement provided by Seller verifying Buyer's receipt of such documentation. Seller makes no representation or warranty concerning any information or statements contained in the produced documents. (ii) Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwelling(s) built before 1978, this Contract is expressly conditioned upon the execution of a completed Lead-Based Paint Disclosure (Sales) form by Seller and the required real estate licensee(s), which must occur prior to or concurrent with Buyer signing such form as an attachment to this Contract. All parties must sign this form no later than the Acceptance Deadline. Until so signed, Buyer is not obligated under this Contract.

(b) **No representations.** While Seller makes no representations or warranties as to the condition of the Property concerning the existence or nonexistence of Hazardous Materials on the Property, Seller has no knowledge of the existence of any Hazardous Materials on the Property. To the extent that Seller has any information of the existence or nonexistence of Hazardous Materials on the Property, Seller has conveyed that information to Buyer. For purposes of this section, "Hazardous Materials" shall mean and include any substance, material, waste, gas or particulate matter, hazardous substance, pollutant, or contaminant, giving those terms the broadest meaning as accorded by federal, state, and local statutes, regulations and/or court decisions (collectively, the "Environmental Laws"). Without limiting the generality of the foregoing, the definition of those terms shall include substances which are regulated under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, as amended, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended, the Colorado hazardous waste, hazardous substances, cleanup and underground storage tank laws, as amended, C.R.S. § 25-15-101,

et seq., § 25-16-101, *et seq.*, and § 8-20.5-101, *et seq.*,and/or substances which are listed or referred to as hazardous in regulations implementing such laws, and natural gas and synthetic gas usable for fuel.

(c) **Inspection for Environmental Contaminants**. Subject to the limitations in paragraph (2) of this Addendum, Buyer shall have the right to conduct testing or other investigations of the Property to collect information concerning environmental conditions of the Property. If Buyer finds that the Property contains environmental contaminants, Buyer's sole remedy is to terminate this Contract in accordance with paragraph (1) of this Addendum.

(11) Condemnation.

If, prior to closing, all or any part of the Property shall be taken in a condemnation or under the right of eminent domain or proceedings for that purpose shall be pending, Buyer may, by written notice to Seller, elect to terminate this Contract and all monies paid hereunder and any interest thereon shall be returned to Buyer. If not so terminated, this Contract shall remain in full force and effect notwithstanding such condemnation or taking, and Seller shall upon closing pay to Buyer any sums collected by Seller by reason of such condemnation or taking. In addition, Seller shall assign to Buyer all unpaid awards or other payments arising out of such condemnation or taking and any rights of Seller against the condemning authority. Seller shall not voluntarily compromise, adjust or accept any amounts payable by reason of such occurrence without the Buyer's prior written consent, which consent shall not be unreasonably withheld.

(12) Entire Agreement - Binding Effect.

The Contract and this Addendum represent the entire agreement between the parties hereto, and other than as is expressly set forth herein, there are no other terms, conditions, promises, understandings, statements or representations with respect to the subject transaction. This Agreement shall be binding upon the parties hereto and upon their successors, assigns, heirs and legal representatives. No waiver or amendment of the Contract or this Addendum or any terms or conditions thereof or hereof shall be valid unless in writing and duly executed by both parties hereto.

(13) Notices.

All notices or demands under this Contract shall be in writing and shall be deemed given and received when delivered personally, or

(a) In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second business day following its deposit with such courier service. No signature affirming receipt by the receiving party is required; the internal records of the courier service are to be accepted as sufficient evidence of receipt.

(b) In the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of a postage prepaid, certified return receipt requested, envelope, containing the notice, addressed to the receiving party, with the U.S. Postal Service.

(c) In the case of facsimile transmission, notice shall be deemed to have been given and received on the day of such transmission. Such facsimile transmission, to be considered effective, shall be corroborated by an original facsimile printout showing the telephone number from which transmitted, the telephone number to which transmitted, the date and the time of such transmission. The copy of such printout and the notice shall be mailed the day of transmission by regular U.S. Postal Service, to the receiving party.

All notices shall be given to the respective parties at the following addresses, until further written notice. Notice must be given to one of the Primary Notice Parties to be effective. The Secondary Notice Party is made a part of this provision for courtesy purposes only.

SELLER:

PRIMARY NOTICE PARTIES:
Seller:
Twin Ark Valley, Limited
c/o William M. Moore
Moore and Company Realtor
8490 East Crescent Parkway, Suite 250
Greenwood Village, CO 80111
Telephone: (303) 409-1500
Facsimile: (303) 409-6333

SECONDARY NOTICE PARTIES:
Broker:
Mountain Marketing Associates, Ltd.
Timothy J. Casey
P.O. Box 2340
100 South Ridge Street, Suite 105
Breckenridge, CO 80424
Telephone: (970) 453-2571
Facsimile: (970) 453-5490

BUYER:

PRIMARY NOTICE PARTY:
Colorado Outward Bound School
c/o Glenn Porzak
Porzak, Browning & Johnson, LLP
929 Pearl Street, Suite 300

Boulder, CO 80302
Telephone: 303 443-6800
Facsimile: 303 443-6864

(14) Limitation on Contracting.

Until the Date of Closing or termination of this Agreement, Seller shall not enter into any agreement affecting the Property without Buyer's prior written consent, which shall not be unreasonably withheld provided, however, that Seller has the right to enter into a back-up contract(s) without Buyer's approval.

(15) Governing Law.

This Contract concerns real property located in the State of Colorado. This Contract and the transactions contemplated herein shall be interpreted and enforced according to the laws of the State of Colorado, excluding its choice of law rules.

(16) Survival of Contract Provisions.

To the extent applicable, all of the representations, covenants, indemnifications and agreements contained in this Contract shall survive Closing.

(17) Counterparts.

This Contract may be executed in counterparts which, when taken together, shall constitute but one and the same document.

(18) Telecopy Signatures.

A signature of a party on this contract provided by telecopy shall have the same effect as an original signature, provided that the party providing such telecopy signature concurrently confirms its receipt.

(19) Broker Representation.

Seller and Buyer acknowledge and agree that Mountain Marketing Associates, Ltd., Timothy J. Casey and Patricia A. Casey are acting as Seller's Agent. A Seller's agent works solely on behalf of the Seller and owes duties to the Seller which include the utmost good faith, loyalty and fidelity. The Seller is legally responsible for the actions of Seller's agent when that agent is acting within the scope of the agency. The Seller's agent must disclose to the Buyer all adverse material facts about the property actually known to the broker.

(20) Broker Compensation.

Mountain Marketing Associates, Ltd., will receive as its compensation from Seller eight percent (8%) of the gross sales price in U.S. dollars at the time of closing.

Seller:
Twin Ark Valley, Limited

By: William M Moore 2/10/98
Moore Financial Services, Inc., Date
General Partner William M. Moore, President

Buyer:
Colorado Outward Bound School

By: 2-10-98
Chairman of the Board Date
of Trustees

[twin ark colo outward bound]

EXHIBIT A

To Vacant Land/Farm and Ranch Contract to Buy and Sell Real Estate, dated February 4, 1998 between Colorado Outward Bound School, as Buyer, and Twin Ark Valley, Ltd., as Seller.

LEGAL DESCRIPTION

SPURLIN-SHAW RANCH

Township 9 South, Range 80 West, 6th P.M.

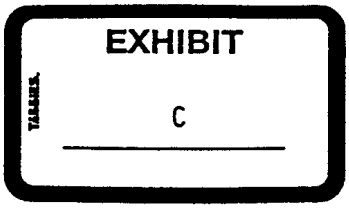
Section 31: S 1/2
Section 32: W 1/2 W 1/2 SW 1/4

Township 10 South, Range 80 West of the 6th P.M.

Section 5: W 1/2 NW 1/4 NW 1/4
Section 6: N 1/2 NW 1/4, N 1/2 NE 1/4 (N 1/2 N 1/2)

SPURLIN-SHAW RANCH WATER RIGHTS
Exhibit B

DITCH	SOURCE	AMOUNTS, CFS: DECREED	AMOUNTS, CFS: SELLER'S OWNERSHIPS	APPROPRIATION DATE	ADJUDICATION DATE	TYPE OF ADJUDICATION	BASIN RANK
Wells & Starr	Arkansas River	8.00	4.00	5/1/1882	7/10/1907	Original	739
Henderson DeLappe	Lake Fork Creek	10.00	10.00	5/1/1887	7/10/1907	Original	966
DeLappe	Arkansas River	5.00	5.00	6/16/1887	1/28/1908	Supplemental	1719
Henderson Rock Creek	Rock Creek	3.44	3.44	8/1/1878	7/14/1913	Supplemental	2020



RESTRICTIVE COVENANT

On or after _____, 1998, TWIN ARK VALLEY, LIMITED, a Colorado limited partnership, whose address is: 8490 East Crescent Parkway, Suite 250, Greenwood Village, Arapahoe County, Colorado 80111 ("Grantor"), covenants and agrees not to use the water and water rights ("Water Rights") represented by those rights listed on the attached Exhibit B, to irrigate land historically irrigated with said Water Rights in Lake County, Colorado, which land is described in Exhibit A, attached hereto and incorporated herein by this reference ("The Lands"). Further, the Grantor covenants The Lands, with the exception herein described, will not be irrigated with water from any other source whatsoever without the expressed permission of the City of Aurora, Colorado, acting by and through its Utility Enterprise, 1470 South Havana Street, Aurora, Colorado 80012-4090 ("Grantee"), its successors or assigns. Grantee will make an exception to the irrigation restrictions for further minor residential irrigation with water derived from exempt wells located on The Lands, as the same are describe in C.R.S. 37-92-602, so long as Grantee, in the exercise of its good faith discretion, determines such irrigation will not interfere with Grantee's use of the Water Rights.

This Restrictive Covenant may be enforced by the Grantee or any party having any right, title, or interest, in the Water Rights, or any part thereof, its heirs, successors and assigns or by the State Engineer of the State of Colorado, at any time in any action at law or equity. This Restrictive Covenant shall bind the Grantor, its heirs, successors and assigns and shall run with and burden The Lands described in Exhibit A and shall run with and benefit the Water Rights described in Exhibit B.

Dated this ____ day of _____, 1998.

GRANTOR:

TWIN ARK VALLEY, LIMITED, a Colorado limited partnership

By: Moore Financial Services, Inc., a Colorado corporation, General Partner

By: _____
William M. Moore, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing **RESTRICTIVE COVENANT** was subscribed and sworn before me this _ _____ day of _____, 1998 by William A. Moore, President of Moore Financial Services, Inc., a Colorado corporation, General Partner of Twin Ark Valley Limited, a Colorado limited partnership on behalf of the Limited Partnership.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

(SEAL)

SPURLIN-SHAW RANCH LEGAL DESCRIPTION
Exhibit A

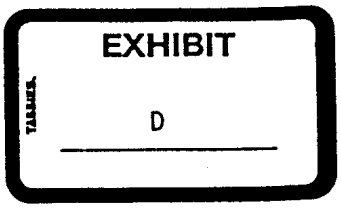
Township 9 South, Range 80 West, 6th P.M.
Section 31: S/2
Section 32: W/2W/2SW/4
Township 10 South, Range 80 West, 6th P.M.
Section 5: W/2NW/4NW/4
Section 6: N/2NW/4, N/2NE/4 (N/2N/2)

Containing 540 acres, more or less (according to deeds)

Subject to easements and rights-of-way of record.

SPURLIN-SHAW RANCH WATER RIGHTS
Exhibit B

DITCH	SOURCE	AMOUNTS, CFS.		APPROPRIATION DATE	ADJUDICATION DATE
		DECREED	SELLER'S OWNERSHIPS		
Wells & Starr	Arkansas River	8.00	4.00	5/1/1882	7/10/1907
Henderson DeLappe	Lake Fork Creek	10.00	10.00	5/1/1887	7/10/1907
DeLappe	Arkansas River	5.00	5.00	6/16/1887	1/28/1908
Henderson Rock Creek	Rock Creek	3.44	3.44	8/1/1878	7/14/1913



NON-EXCLUSIVE EASEMENT

This Non-exclusive Easement is made this __ day of _____, 1998, between TWIN ARK VALLEY, LIMITED, a Colorado limited partnership, whose address is: 8490 East Crescent Parkway, Suite 250, Greenwood Village, Arapahoe County, Colorado 80111 ("Grantor") and the City of Aurora, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, whose address is 1470 South Havana Street, Aurora, Colorado 80012-4090, ("Grantee").

WITNESSETH

In consideration for one dollar ($1.00) and other good and valuable consideration, paid in hand, the receipt and adequacy of which is hereby acknowledged by the Grantor, the Grantor hereby sells and conveys unto the Grantee, its successors and assigns, a non-exclusive Easement and right to over and onto the lands described in Exhibit A, attached hereto and incorporated herein by this reference (the "Lands"), to construct, maintain and monitor stream gauging devices, observation holes, to conduct soil evaporation and plant transpiration tests, to conduct vegetation studies and surveys, to install ditches and ditch facilities, to install drainage facilities, to install devices to measure climatic factors, to install devices necessary and incident to ground water studies and to undertake any other task necessary to accomplish the change and transfer of water rights described in Exhibit B (the "Water Rights"), formerly used to irrigate said Lands: provided, however, that this Non-exclusive Easement shall except the portion of the Lands that was not historically irrigated by the Water Rights. The location of the historically irrigated area is generally depicted on the attached Exhibit X. Should the Grantee need access to the excluded portion of the Lands, the Grantor, or its successors agree, to provide a reasonable accommodation to Grantee's needs which will be designed not to interfere with Grantor's use of the excepted Lands.

This Easement shall run with and burden the Lands described in Exhibit A as provided for herein, and shall run with and benefit the Water Rights described in Exhibit B.

The above-bargained premises in quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or seeking to claim the whole or any part thereof through the Grantor, the Grantor shall and will warrant and forever defend.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this day and year first above-written.

GRANTOR:

TWIN ARK VALLEY, LIMITED, a Colorado limited partnership

By: Moore Financial Services, Inc., a Colorado corporation, General Partner

By: _____
William M. Moore, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing **NON-EXCLUSIVE EASEMENT** was subscribed and sworn before me this _____ day of _____, 1998 by William A. Moore, President of Moore Financial Services, Inc., a Colorado corporation, General Partner of Twin Ark Valley Limited, a Colorado limited partnership on behalf of the Limited Partnership.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

(SEAL)

SPURLIN-SHAW RANCH LEGAL DESCRIPTION
Exhibit A

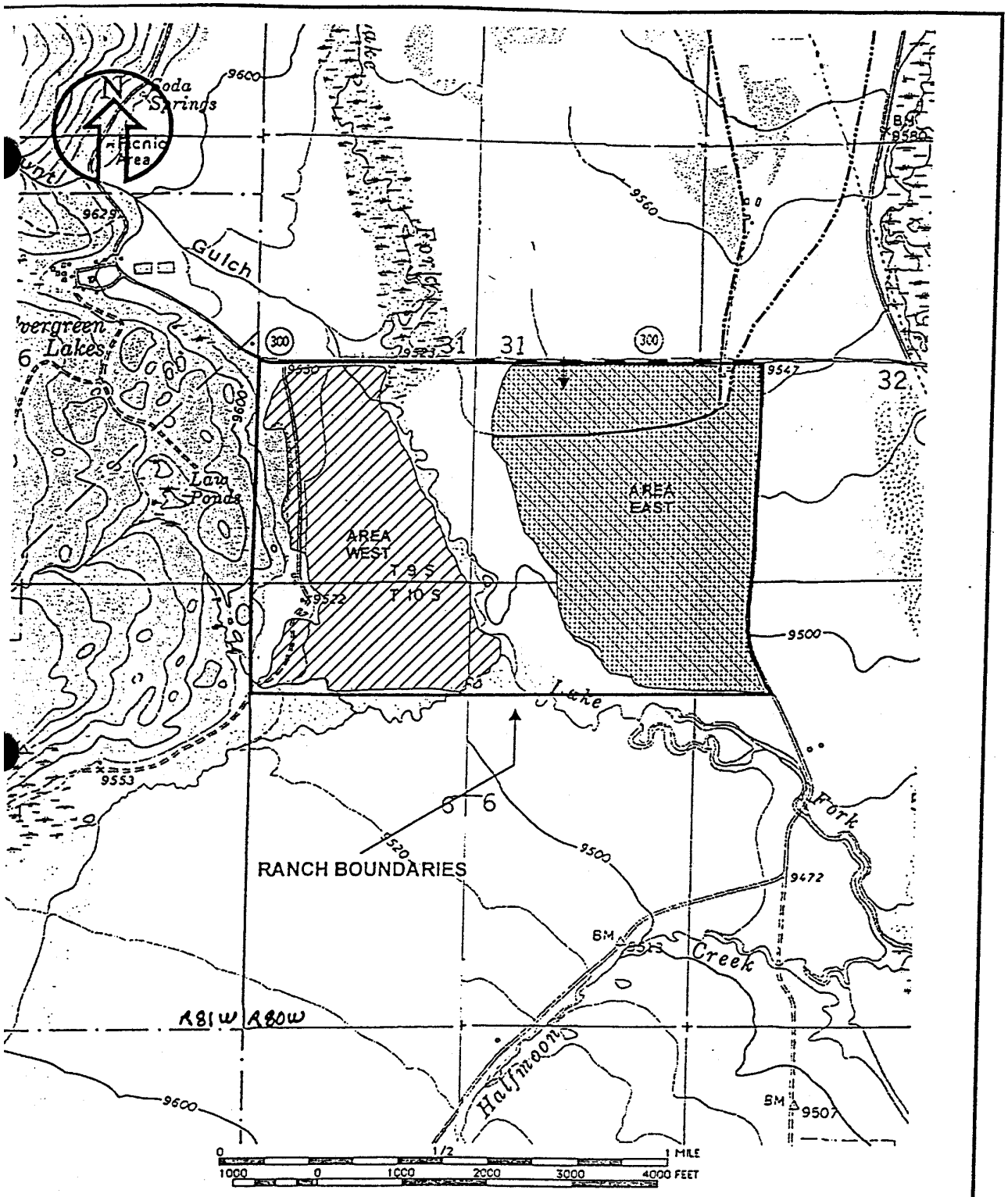
Township 9 South, Range 80 West, 6th P.M.
Section 31: S/2
Section 32: W/2W/2SW/4
Township 10 South, Range 80 West, 6th P.M.
Section 5: W/2NW/4NW/4
Section 6: N/2NW/4, N/2NE/4 (N/2N/2)

Containing 540 acres, more or less (according to deeds)

Subject to easements and rights-of-way of record.

SPURLIN-SHAW RANCH WATER RIGHTS
Exhibit B

DITCH	SOURCE	AMOUNTS, CFS.		APPROPRIATION DATE	ADJUDICATION DATE
		DECREED	SELLER'S OWNERSHIPS		
Wells & Starr	Arkansas River	8.00	4.00	5/1/1882	7/10/1907
Henderson DeLappe	Lake Fork Creek	10.00	10.00	5/1/1887	7/10/1907
DeLappe	Arkansas River	5.00	5.00	6/16/1887	1/28/1908
Henderson Rock Creek	Rock Creek	3.44	3.44	8/1/1878	7/14/1913



LEGEND

IRRIGATED AREA WEST

IRRIGATED AREA EAST

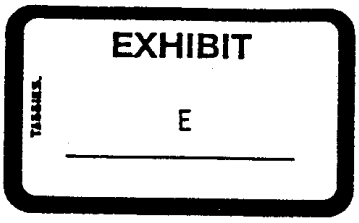
NOTE: SITE BOUNDARIES ARE APPROXIMATE

IRRIGATED AREAS

SPURLIN - SHAW RANCH

EXHIBIT

X



EASEMENT IN GROSS

This non-exclusive Easement in Gross is made this _ day of _____, 1998, between TWIN ARK VALLEY, LIMITED, a Colorado limited partnership, whose address is: 8490 East Crescent Parkway, Suite 250, Greenwood Village, Arapahoe County, Colorado 80111 ("Grantor") and the City of Aurora, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, whose address is 1470 South Havana Street, Aurora, Colorado 80012-4090, ("Grantee").

WITNESSETH

In consideration for one dollar ($1.00) and other good and valuable consideration, paid in hand, the receipt and adequacy of which is hereby acknowledged by the Grantor, the Grantor hereby sells and conveys unto the Grantee, its successors and assigns, a non-exclusive Easement and right to over and onto the historically irrigated lands described in Exhibit A, attached hereto and incorporated herein by this reference, to construct and maintain any permanent installations which are in any way incident and useful to Grantee's use and operation of the Water Rights described in Exhibit B, and to remove any ditches, headgates and other structures, and to undertake any actions which might be required by any court of competent jurisdiction in connection with the transfer of water rights described in Exhibit B to municipal purposes which obligations may include, but are not limited to, revegetation or enforcement of any non-irrigation covenants and provisions required by any transfer decree. The location of the historically irrigated lands is generally depicted on the attached Exhibit X. Additionally, if determined appropriate by the Grantee as a result its transfer of the Water Rights, it may irrigate the lands described in Exhibit A which were historically irrigated. Should the Grantee need access to the portion of the lands described in Exhibit A which were not historically irrigated, the Grantor, or its successors agree, to provide a reasonable accommodation to Grantee's needs which will be designed not to interfere with Grantor's use of the lands not historically irrigated. This Easement shall be considered to be in gross and run with and burden the land described in Exhibit A and shall run with and benefit water rights described in Exhibit B.

The above-bargained premises in quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or seeking to claim the whole or any part thereof through the Grantor, the Grantor shall and will warrant and forever defend.

IN WITNESS WHEREOF, the Grantor has set it hand and seal this day and year first above-written.

GRANTOR:

TWIN ARK VALLEY, LIMITED, a Colorado limited partnership

By: Moore Financial Services, Inc., a Colorado corporation, General Partner

By: _____
William M. Moore, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing **EASEMENT IN GROSS** was subscribed and sworn before me this _____ _____ day of _____, 1998 by William A. Moore, President of Moore Financial Services, Inc., a Colorado corporation, General Partner of Twin Ark Valley Limited, a Colorado limited partnership on behalf of the Limited Partnership.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

(SEAL)

SPURLIN-SHAW RANCH LEGAL DESCRIPTION
Exhibit A

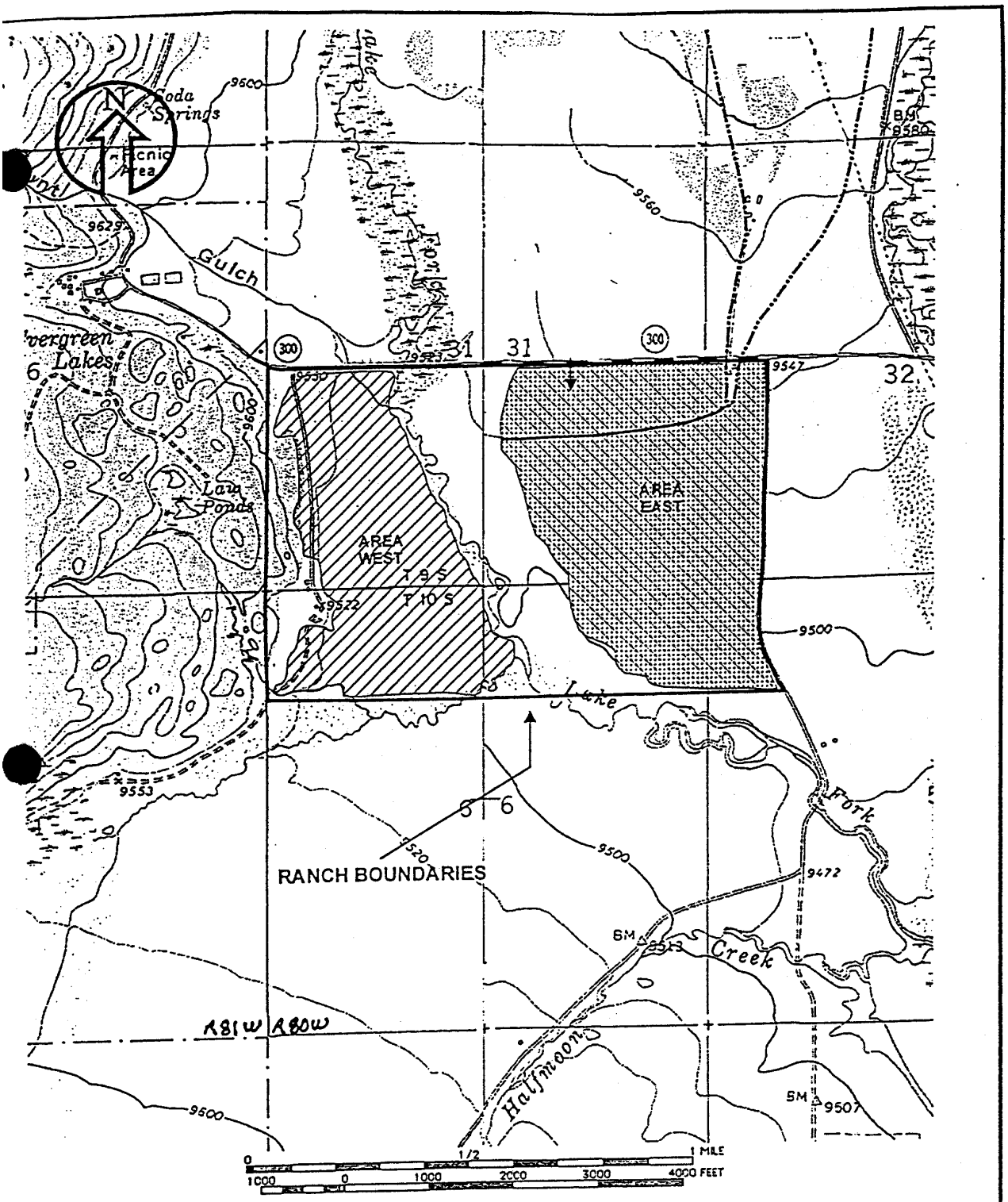
Township 9 South, Range 80 West, 6th P.M.
Section 31: S/2
Section 32: W/2W/2SW/4
Township 10 South, Range 80 West, 6th P.M.
Section 5: W/2NW/4NW/4
Section 6: N/2NW/4, N/2NE/4 (N/2N/2)

Containing 540 acres, more or less (according to deeds)

Subject to easements and rights-of-way of record.

SPURLIN-SHAW RANCH WATER RIGHTS
Exhibit B

DITCH	SOURCE	AMOUNTS, CFS.		APPROPRIATION DATE	ADJUDICATION DATE
		DECREED	SELLER'S OWNERSHIPS		
Wells & Starr	Arkansas River	8.00	4.00	5/1/1882	7/10/1907
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DeLappe	Arkansas River	5.00	5.00	6/16/1887	1/28/1908
Henderson Rock Creek	Rock Creek	3.44	3.44	8/1/1878	7/14/1913



LEGEND

IRRIGATED AREA WEST

IRRIGATED AREA EAST

NOTE: SITE BOUNDARIES ARE APPROXIMATE

IRRIGATED AREAS

SPURLIN - SHAW RANCH

EXHIBIT

X

Exhibit F

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of November, 1974, by and between TWIN-ARK VALLEY LTD., a limited partnership of Colorado, hereinafter referred to as "Lessor" and WALTER CLOTWORTHY of Leadville, Colorado, hereinafter referred to as "Lessee";

W I T N E S S E T H :

NOW, IN CONSIDERATION of the premises and of the mutual covenants herein contained, Lessor hereby leases to Lessee the following described property situated in Lake County, Colorado:

Property owned by Lessor and commonly described as:

Hayden Ranch

Including all improvements thereon, but excluding the Peat Moss Plant, presently leased to others.

Escondido Ranch

Including all improvements thereon.

Spurling-Shaw Ranch

Including all improvements thereon.

Beard Ranch

Including all improvements thereon.

Twin Lakes Recreation Land and Investment Co.
(Hollenbeck & Pederson property

Including all improvements thereon.

A.

TO HAVE AND TO HOLD THE SAME, from the first day of April, 1974, to the first day of April, 1975.

Either party may terminate this lease by written notice to the other given no less than one hundred twenty (120) days prior to the expiration date. If not so terminated, the lease will automatically renew itself annually for an additional term of one (1) year on a year to year basis.

B.

All income from the herein described property shall be divided between Lessor and Lessee on a fifty-fifty (50-50) basis, with income expected to be derived primarily from grazing fees, hay sales and property rentals.

All income shall be deposited promptly in the account presently established at the Commercial Bank of Leadville, Leadville, Colorado, in the name of "Twin-Ark Valley Ltd.".

C.

Expenses shall be paid as outlined in the following schedules. It is agreed that adjustments of the division of expenses may be necessary from time to time, as unusual circumstances arise. However, such adjustments must be agreed to in writing and will become a part of this agreement.

Lessor agrees to pay for the following items of expense;

1) Property taxes on land and improvements.

2) Property insurance on land and improvements.

3) Depreciation on buildings, fences and other improvements.

4) Repair and maintenance of buildings, fences, irrigation gates and ditches, which shall be repaired and maintained at Lessor's expense by contract labor only, with all work performed under the personal supervision of Lessee, who shall make no charge to Lessor for his personal supervision. The term "buildings" shall include such items as water wells, septic systems, electrical and gas installations necessary to the use and occupancy of the buildings.

5) Long distance telephone expense to make periodic operational reports to Lessor.

6) CPA or other audits made at the request of Lessor.

7) All expenses of officers, employees, invitees and guests of Lessor.

8) Lessor shall issue a two hundred ($200) dollar petty cash disbursement to Lessee to be used to pay for minor items of Lessor's expense, such as building repairs and so forth. Lessee shall secure receipts for all petty cash expense items, except long distance telephone calls, for which Lessee shall sign a voucher to be placed in the petty cash fund for the amount of the call showing to whom and when the call was made. Lessee shall submit a statement to Lessor supported by receipts for purchases in order to secure reimbursement of the petty cash fund. Upon termination of this agreement, Lessee shall return the two hundred ($200) dollar petty cash fund to Lessor in the form of cash or paid receipts for purchases made for Lessor's benefit.

Lessee agrees to pay for the following items of expense;

1) Personal property taxes.

2) Property and liability insurance on machinery, livestock, automotive equipment and all other items owned, leased or used by Lessee or his assigns.

3) Machinery and equipment.

4) Depreciation on machinery and equipment.

5) Necessary stock feed and all other supplies purchased from others, except hay that is produced on the herein described property.

6) All hired labor (other than that hired specifically to repair fences, irrigation gates and ditches, which shall all be contract labor paid for by Lessor).

7) All fees, dues and assessments normally paid for by ranchers and/or lease holders.

D.

Lessee agrees that this lease excludes the fishing rights on the Arkansas [illegible]er and all other fishable streams located on the herein described land, together with reasonable land access to the respective areas of fishable streams. Lessor is presently negotiating with the State of Colorado to make the aforementioned streams into public fishing areas. However, Lessor agrees to give Lessee not less than thirty (30) days' notice of any date when fishing will be permitted on any part of the herein described property by anyone.

E.

The care and grazing of livestock owned by Lessor or Lessee and located on the herein described property shall be paid for by its owner at the same rate being charged to the general public. All such payments are to be paid into the joint bank account described in Paragraph B, with the proceeds to be divided on a fifty-fifty (50-50) basis as normal income. Horses, not to exceed six (6) in number, used by Lessee for the care and operation of the properties herein described, shall be exempt from this payment.

F.

All grazing, pasture leasing, rentals and other sources of income shall [illegible]he sole responsibility of Lessee, who shall set all rates in such a manner as to always secure the highest and best revenue for Lessor and Lessee to the best of [illegible]s ability.

Lessee shall not permit the erection or placement of any buildings, sheds, sign boards, stock pens, or other items of any nature which might take away from or otherwise distract from the natural beauty of the premises without prior written consent and approval of Lessor.

G.

Lessee shall maintain an up-to-date set of books at all times in sufficien detail to show a true picture of income and expense. Lessee agrees to permit Lessor or his auditors to inspect Lessee's records pertaining to this agreement at any time.

H.

Lessee shall continue to maintain his principal place of residence in one of the two houses located on the Escondido Ranch, provided that Lessee shall keep clean, repair and otherwise maintain this house in good and liveable condition, at [illegible]e's expense. The second house on the Escondido Ranch shall continue to be rental property, used for the purpose of developing income.

I.

Lessee is hereby authorized to act as the agent of Lessor and shall have Power of Attorney to keep and maintain all present State and Federal leases on the State and Federal land, presently held by Lessor, or by Lessee for the benefit of Lessor, provided, however, that such State and Federal leases shall automatically revert to Lessor upon termination of this lease.

IN WITNESS WHEREOF, the parties, for themselves, their respective heirs, executors, legal representatives, successors and assigns have executed this agreement in duplicate originals on this the 25th day of November, 1974.

TWIN-ARK VALLEY LTD.,
A Limited Partnership of Colorado, Lessor

By: William M. Sims
William M. Sims, General Partner

Walter Clotworthy
Walter Clotworthy, Lessee

Margaret Clotworthy
Margie Clotworthy, Lessee

1997 Grazing Agreement.

Clarence Neppl as CN Walter Clotworthy as WC

WC will furnish the Escondido, Zaitz, Hollenbeack, and the Hayden Ranches excluding the portions of the Hayden withheld as agreed. The excluded portions of Hayden are as follows: the horse pasture next to the corral, South of county road 55 and east of the Railroad.

Also east of the railroad and north of county road 55 will have a number cap and a day cap to be outlined before cattle are turned in and agreed on.

In the 1997 season no number cap except as in Par. #1 or damage deposit is required but WC reserves the right to require either of both in later years.

The grazing fees are as follows:A minimum $42,000 or $10 per month for cows and bulls. $7 per month for yearlings with a maximum weight of 600 pounds per animal. The amount due is whichever is more, the monthly or the minimum of $42,000.

WC will be notified of incoming cattle and have the opportunity to count the same before they are turned on pasture. Also he has the right to refuse any cattle.

$21,000 will be paid before any cattle are turned on the properties. The balance to be paid before the cattle leave. There is a $2500 early payment credit. The cattle count to be paid is incoming count less proven dead or cattle removed and counted by WC.

The care and expense of cattle including fencing is to be borne by CN, including removal of dead from highways and dwellings or near them.

CN liability insurance will include WC in writing from insurer.

It is hoped corrals and working facilities will be returned as good as in the beginning.

CN shall be responsible for all irrigation and maintenance of all ditches, flumes and headgates.

This agreement is subject to the lease held by WC which can be terminated by either party 90 days before the first of April or at the end of the grazing season. If not terminated the agreement automatically renews. The same terms and conditions will be included as a part of this agreement. In the event of a sale of all or part of the ranches listed, WC has the right to finish out the grazing season. This agreement if based on these facts and whatever protection this affords is included, but does not mean this would be defended in court.CN accepts these conditons and is aware of the position he would now assume. This is binding to all heirs and assignees.

Clarence Neppl — Walter Clotworthy

Donna Neppl — Margaret Clotworthy n

325384 01/26/2001 09:00A B556 P503 AGR
1 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

LAND PURCHASE OPTION AGREEMENT BETWEEN THE LAKE COUNTY, COLORADO BOARD OF COMMISSIONERS AND THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE

THIS LAND PURCHASE OPTION AGREEMENT ("Agreement") is entered into this 8th day of January, 2001 by and between the City of Aurora, Colorado, a Colorado municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise, whose address is 1470 South Havana Street, Suite 400, Aurora, Colorado 80012 ("Aurora"), and the Board of County Commissioners of Lake County, Colorado, whose address is Lake County Courthouse, Fifth and Harrison, Post Office Box 964, Leadville, Colorado 80461 ("Lake County").

WITNESSETH:

WHEREAS, Lake County is the owner of certain real property located in Lake County, Colorado known as the Hallenbeck Ranch which property is more thoroughly described in Exhibit A attached hereto and incorporated herein by this reference ("Land"); and

WHEREAS, Lake County has determined that the Land is excess to its needs, and Lake County is willing to sell the Land including any and all oil and gas interests, easements, rights-of-way and covenants, but specifically excluding any and all water rights which exclusion specifically refers to but is not limited to the Derry No. 1, Derry No. 2 and Derry No. 3 Ditches, and subject to the provisions of Paragraph 5. herein after addressing Mineral Interests and Paragraph 6. herein after addressing the Derry Ditches Water Rights and Irrigated Property; and

WHEREAS, Lake County further represents that it can convey clear and marketable title to the Land; and

WHEREAS, Aurora is the Utility Enterprise of a municipal corporation of the State of Colorado that *inter alia* provides water and wastewater services to the inhabitants of the City of Aurora and others; and

WHEREAS, Aurora has identified the need for additional water storage facilities in the Arkansas River basin and the Land constitutes a significant portion of a potential water storage facility; and

WHEREAS, Lake County and Aurora have jointly participated in a local land-use planning partnership known as the Lake County Open Space Initiative ("LCOSI") and are committed to the development of a water storage facility that generally incorporates when compatible the goals and objectives set forth in Exhibit B attached hereto and incorporated herein by this reference ("Goals & Objectives"); and

WHEREAS, Lake County and Aurora wish to develop any potential water storage facility in a manner that when consistent with their individual needs also enhances the economy of Lake County; and

WHEREAS, Lake County desires to extend an option to purchase the Land and Aurora desires to obtain an option to buy the Land subject to the provisions of this Agreement.

325384 01/26/2001 09:00A B556 P504 AGR
2 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, payments and agreements contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Option** Lake County hereby conveys to Aurora the first and sole option to purchase all right, title and interest in the Land, to be delivered free and clear of all liens and encumbrances but subject to the provisions of this Agreement, for an initial option period beginning at the time of execution of this Agreement and ending, unless earlier terminated by Aurora, on 11:59 PM May 8, 2001. During this time Lake County will not allow the Land to be sold to any other party. Aurora may exercise this option prior to the expiration of the initial option period, or prior to the expiration of any of the hereinafter described extensions, by providing Lake County written notice of Aurora's desire to purchase the land. Upon such exercise the parties agree to execute within ninety (90) days a purchase agreement that will include the terms hereof and any other terms they may mutually agree upon prior to said execution including but not limited to the inclusion of other mutually acceptable entities in the development of any potential water storage facility. Closing of the purchase agreement shall then follow within a commercially reasonable period of time.

2. **Option Extensions and Price** Aurora, at its sole discretion, may extend the Option for up to two (2) additional four (4) month periods, for a total of one (1) year from the date of execution hereof, by making the payments in the manner hereinafter described. The price for the initial option period and each of the extension periods will be Twenty-five Thousand Dollars (US) ($25,000.00) per period, totaling Seventy-five Thousand Dollars ($75,000.00) if Aurora elects to renew for the entire year. Aurora will pay the initial option payment upon execution of this Agreement. The second and third option periods shall automatically renew upon Aurora's payment of the necessary payment any time before the expiration of the preceding option period. The option payments shall be non-refundable to Aurora, but will be fully credited toward the purchase price of the Land. In addition to the forgoing method of extending the option, if Lake County endeavors to extract mineral interests as described in Paragraph 5. herein below, the option will be automatically extended without any further payment due from Aurora [provided that Aurora pays the full Seventy-five Thousand Dollars ($75,000.00) referenced above] for a period of time equal to the time Lake County is extracting the mineral interests, which period of time is limited to three (3) years by Paragraph 5.

3. **Aurora Termination** Aurora may terminate this Agreement at any time during the initial option period or any extension, for any reason, upon written notification to Lake County.

4. **Land Access** During the initial option period and any extensions, Lake County will afford Aurora access to the Land for the purpose of conducting investigations and studies related to Aurora's purchase of the Land and any potential water storage facility. Within a reasonable time of any entry upon the Land that in anyway alters the Land Aurora shall to the extent practicable restore the Land to its prior condition.

5. **Mineral Interests** No later than one hundred eighty (180) days following the execution of this Agreement, Lake County will notify Aurora whether or not Lake County wishes to extract any or all of the mineral interests existing upon or in the Land, including existing gravel piles that are remnants of previous mining operations. Aurora will then have one hundred eighty (180) days following the notification to conduct whatever analyses it deems necessary and will then notify Lake

County whether Aurora in good faith believes that it will require for the construction of the water storage facility, any or all of the mineral interests existing upon or in the Land, including existing gravel piles that are remnants of previous mining operations. Lake County would then be free to extract, for a period of no longer than three (3) years after Aurora's notification, all of the mineral interests, if any, not required by Aurora. As described in Paragraph 2. herein above, if Lake County does endeavor to extract any of the mineral interests Aurora's option to purchase the land will be automatically extended to match the time used by Lake County which time is limited to three (3) years after Aurora's notification. Lake County, not Aurora will receive any revenues resulting from any extraction of mineral interests. If any mineral interests are removed by Lake County, it will be responsible for any necessary site reclamation or other environmental reparation resulting from such removal. The extraction of any mineral interests by Lake County in excess of the amounts that Aurora in good faith believes it will require for the construction of the water storage facility will not change the purchase price of the Land.

6. **Derry Ditches Water Rights and Irrigated Property.** Lake County owns and beneficially uses the Derry No. 1, Derry No. 2 and Derry No. 3 Ditch Water Rights ("3-DDWRs") for irrigation purposes of that portion of the Land capable of being so irrigated by these ditches ("Irrigable Property"). Aurora agrees not to interfere with this irrigation during the option period or any extension. If Aurora elects to exercise its option, any purchase agreement will provide that Lake County may retain an easement for the continued operation, maintenance and repair of the 3-DDWRs including headgates, ditches, laterals, ponds and return flow facilities that form a part of these ditches, and that Lake County may also retain an easement to cultivate and harvest hay crops upon the Irrigable Property for so long as such easements would not interfere with the development of any potential water storage facilities as determined in Aurora's good faith discretion. Aurora will further agree to give Lake County a minimum of one (1) year's notice of the need for any of the Land that will be the subject of these easements. Aurora will further covenant that if Lake County initiates any water Court proceedings to change the 3-DDWRs or use said water rights in a plan for augmentation, then Aurora will cooperate in said proceedings by allowing restrictive covenants upon the Irrigable Property that prevent its irrigation by the 3-DDWRs. Prior to any closing Lake County will survey and delineate the Irrigable Property based upon the limits of the 3-DDWRs and the maximum extent of irrigation.

7. **Purchase Price** The purchase price of the Land will be calculated as One Million Two Hundred Seventeen Thousand Three Hundred Thirty Dollars ($1,217,330.00) (US) plus five percent (5%) simple interest computed annually on that amount from May 28, 1998 to the date of closing. All option payments shall be fully credited toward the purchase price of the Land.

8. **Setoff** Lake County and Aurora are parties to that certain *Water Rights and Land Purchase and Sale Agreement with Options*, dated April 15, 1998, and recorded in the Lake County, Colorado Clerk and Recorder's Office at Book 532, Page 836 ("Hayden Ranch Agreement"), wherein Lake County has an option to purchase certain water rights. Lake County, at its discretion, may allow Aurora to setoff a portion of the purchase price of the Land by the cost to Lake County to exercise its water rights option.

9. **Lake County's Warranty Regarding Title, and Deed** Lake County hereby warrants and represents there are no deeds of trust, mortgages, liens, outstanding tax payments or other encumbrances that would impair Lake County's ability to deliver the Land to Aurora upon purchase.

Lake County further agrees to keep the Land free from any such encumbrances during the initial option period and any extensions. As part of any purchase contract for the Land Lake County will agree to supply Aurora a title insurance policy insuring title to the Land in an amount equal to the purchase price. Upon Closing Lake County will transfer the Land to Aurora by General Warranty Deed subject to the exceptions listed in the title insurance policy.

10. Environmental Disclosures and Representations Lake County has disclosed to Aurora that historical mining operations occurred upon the Land. However, Lake County represents that to the best of its actual knowledge the Land does not contain any hazardous or toxic materials nor is the Land the subject of any local, State or federal mandated cleanup activities or requirements.

11. Lake County First Right of Repurchase For a period of twenty (20) years following Aurora's acquisition of title to the Land, if Aurora elects to dispose of any portion of the Land, Lake County shall have the first right to purchase any of the Land offered for sale by Aurora. During said twenty (20) year period Lake County may request, not more frequently than once per calendar year, that Aurora determine if it wishes to dispose of any portion of the Land. Any decision to dispose of any portion of the Land will be at Aurora's sole discretion. The parties will deem non-response by Aurora to any Lake County request a denial. Following Aurora's written notification of Lake County of any election to dispose of any of the Land, Lake County will then have sixty (60) days to notify Aurora, in writing, of any exercise of the right to repurchase, or the said right to repurchase will be deemed to be waived. Closing of any repurchase will then follow within a commercially reasonable period of time. Lake County's failure to exercise the forgoing first right of repurchase regarding one prospective sale by Aurora is not a waiver regarding any subsequent prospective sales by Aurora in the event a prospective sale does not close. The price for any Land purchased by Lake County shall be the same price per acre as paid by Aurora pursuant to this Agreement including any setoff that may be used pursuant to Paragraph 8. herein above, adjusted by any change in the Consumer Price Index for all Items, U. S. City Average for All Urban Consumers for the West Region, published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or successor index should publication of the CPI cease, following the date of this Agreement. Lake County may not assign the first right to repurchase absent the consent of Aurora, which consent Aurora may grant or decline in its sole discretion. Regarding any of the Land that is not repurchased by Lake County and that Aurora elects to otherwise dispose of during the twenty (20) year period following acquisition of title, Aurora will record covenants running with the Land that reflect the Goals & Objectives. Lake County will be given the opportunity to approve such covenants, which approval it will not unreasonably withhold, prior to recording. Any such covenants will be drafted so as to allow enforcement thereof by either Aurora or Lake County.

12. Payment in Lieu of Taxes In order to provide some compensation to Lake County for the non-taxable status of the Land after Aurora acquires title, Aurora agrees that its governing body (i.e. the City Council) has approved and, it will pay to the Lake County Treasurer on April 1st of each year commencing April 1st following the year Aurora acquires title, an amount equal to the product of nine hundred ninety-six and forty-four one-hundredths (996.44) (the number of acres of the Land) multiplied by the most current per acre Lake County mill levy for agricultural property at this location that would apply to non-exempt property. These Aurora payments will continue for up to thirty (30) years as long as Aurora owns the Land. The total Aurora payment will be reduced for any acreage subsequently conveyed to Lake County or others.

13. Relationship of Goals & Objectives to Reservoir Design Aurora intends to develop the design of, and construct and operate the contemplated water storage facility generally in accordance with the compatible enumerated Goals & Objectives and acting in good faith will seek to coordinate the said development and operation thereof with Lake County and the LCOSI partners. Commercially reasonable and cost-effective modifications to the project that result from this coordination may be included in the final designs and permit applications submitted for approval at Aurora's discretion.

14. Management of Retained Land All of the Land retained by Aurora, but not inundated by the water storage facility, shall be managed in coordination with Lake County and the LCOSI partners pursuant to the compatible Goals & Objectives. Possible, but not required, management alternatives include, but are not limited to any of the following: dedicated open-space areas, seasonal closures of the Land surrounding any water storage facility, management of the Land surrounding any water storage facility by Lake County, and inclusion of the Land surrounding any water storage facility into the Arkansas Headwaters Recreation Area.

15. Mitigation Fund Should Aurora construct a water storage facility upon the Land, Aurora will pay to the Lake County Treasurer, within one (1) year from completion of the facility (completion being defined as the issuance by the Colorado State Engineer of his Approval to Fill), one percent of the capital costs (capital costs defined as all design, engineering and construction costs and specifically excluding and costs of the Land or other necessary land) of any reservoir constructed, excluding inflow and out flow structures, to a mitigation fund to be owned and managed by Lake County. Lake County will use this fund exclusively for the development and maintenance of amenities associated with the water storage facility. Such amenities may include, but are not limited to, boat ramps or other boating facilities, campgrounds, picnic grounds, trails or trailheads, educational facilities, open-space areas or other recreational facilities. Lake County may also use this fund to provide cash-match for grants, to hire contractors or employees related to the water storage facility or to offset any additional costs incurred by Lake County as a result of the water storage facility. Lake County will not however be responsible for management of any of said amenities developed from the mitigation fund and may seek such management from any party acceptable to Aurora which acceptance Aurora will not unreasonably withhold.

16. Minimum Pool Aurora will establish a minimum pool in any water storage facility completed upon the Land to facilitate recreational and environmental performance. The size of this minimum pool will be twenty percent (20%) of the total capacity of the water storage facility. Aurora will have the right to withdraw water from and refill this minimum pool during drought conditions. Drought conditions will exist anytime Aurora's total system-wide reservoir storage is below forty percent (40%) of capacity. Aurora will, consistent with its overall system wide water operations, refill the minimum pool following a drought as soon as reasonable considering the system wide demands and supplies.

17. Lake County Storage Space Aurora will grant Lake County permanent use of operational storage space in any water storage facility it completes upon the Land equal to twenty percent (20%) of Aurora's total operational space. Operational space will be the capacity of the water storage facility below the spillway and above the minimum pool described herein. Lake County may use this space in its discretion for the benefit of Lake County. Such uses may include, but are not limited to storage of any water it may derive from the Hayden Ranch Agreement or any

other water supplies, assistance with flow management, releases for replacement and exchange purposes, lease of the storage space to other entities or persons, use for wildlife or wetland purposes, and to increase the recreational pool. This storage space may not be sold by Lake County without the permission of Aurora, which Aurora may grant or withhold at its discretion. As part of the operation agreement arrangements for any water storage facility, Lake County will provide that Aurora will have the first right to lease back up to fifty percent (50%) of the Lake County storage space. The lease rate for this lease back to Aurora will be Fifteen Dollars ($15.00) per acre-foot adjusted by any change in the CPI. At Lake County's discretion, it may lease any or all of the remaining fifty percent (50%) to Aurora at the same rate. If either party believes that this rate is no longer appropriate, the parties agree to enter into good faith discussions to review and potentially modify this rate every ten years from the date of this agreement. Aurora will operate and maintain the entire water storage facility, including Lake County's portion of the operation storage capacity, at no cost to Lake County. Water stored in Lake County's storage space will be subject to evaporation and/or seepage assessments, as determined by the Division Engineer, in proportion to the total water storage facility storage and Lake County will be responsible therefor. Aurora will cooperate with Lake County to develop sufficient means of delivering water into and out of its storage space in any water storage facility built upon the Land. Lake County will reimburse Aurora for any costs associated with the operational use of such inflow and outflow facilities.

18. Reservoir Facilities Permits and Easements To the extent permitted by law, and so long as not inconsistent with its regulatory rights and responsibilities as provided by state and local law, Lake County will agree to: 1) cooperate with Aurora as necessary to facilitate the development of a water storage facility upon the Land; 2) appear at Aurora's expense, as a co-applicant with Aurora in any action or proceeding related to the development of a water storage facility upon the Land; and, 3) cooperate with Aurora in connection with the obtaining of any and all necessary permits, easements or water right changes in any way related to the development of a water storage facility upon the Land. Nothing stated in this paragraph will be interpreted or construed as: 1) an abrogation or diminution of Lake County's "1041" powers provided by state law and local regulation; 2) obligating Lake County to approve a "1041" permit for Aurora with respect to the development of any potential water storage facility upon the Land; or, 3) limiting or restricting in any manner Lake County's lawful power to require Aurora to perform mitigation necessary in connection with the possible issuance of a "1041" permit with respect to the development of a potential water storage facility upon the Land.

19. Commissions Aurora and Lake County represent to one another that neither party has engaged the services of any real estate agent that will lead to a claim for fees or commissions resulting from this transaction. In the event a claim is made the party to whom the claim is made will be solely responsible for its disposition.

20. Notice Any notice, demands or other communications required or desired to be given under any provision of this Agreement shall be given in writing, delivered personally or sent by certified or registered mail, return receipt requested, postage pre-paid, addressed as follows:

To Lake County:

Board of County Commissioners

325384 01/26/2001 09:00A B556 P509 AGR
7 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

Lake County Courthouse
Fifth & Harrison
P.O. Box 964
Leadville, Colorado 80461

To Aurora:

Director of Utilities
1470 South Havana Street
Suite 400
Aurora, Colorado 80012

or at any other such address, as either party may hereinafter, from time to time designate by written notice to the other party given in accordance with this paragraph. Notice shall be effective upon receipt

21. Headings for Convenience Only Paragraph headings and titles contained in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

22. Recordation Following execution of this Agreement by both parties hereto Aurora will record this Agreement in the Lake County Clerk and Recorder's office in Leadville, Colorado.

23. Amendment This Agreement may be modified, amended, changed or terminated in whole or in any part only by an agreement in writing duly authorized and executed by Aurora and Lake County with the same formality as this Agreement.

24. Waiver The waiver of any breach of any provision of this Agreement by either Aurora or Lake County shall not constitute a continuing waiver of any subsequent breach of said party, either for breach of the same or for breach of any other provision of this Agreement.

25. Entire Agreement This Agreement represents the entire agreement of the parties, and supersedes all previous written or oral agreements, negotiations, representations and understandings of the parties. Neither Aurora nor Lake County has relied upon any fact or representation not expressly set forth herein.

26. Non-Severability Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of Aurora and Lake County.

27. Effect of Invalidity If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, the entire Agreement will terminate.

28. Governing Law This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.

29. Multiple Originals This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Agreement.

30. Survival of Representations Each and every covenant, promise, payment or option contained in this Agreement shall not merge in any deed or other instrument conveying any interest in the Land or any water rights, but shall survive each deed and transfer, nevertheless, and be binding and obligatory upon each of the parties.

31. No Attorney's Fees In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of this Agreement, the parties agree that each shall be responsible for their own costs and attorneys fees associated with any such activities.

32. Specific Performance Available In the event of litigation concerning this Agreement the remedy of specific performance will be available to either Aurora or Lake County.

33. Intent of Agreement This Agreement is intended to describe the rights and responsibilities of and between Aurora and Lake County and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not signatories hereto, nor to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of Aurora or Lake County, or any other governmental entity not a party hereto.

34. Joint Draft This Agreement was drafted jointly by the parties hereto with each having the advice of legal counsel and an equal opportunity to contribute to its content.

35. Non-Business Days If the date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

36. Non-Assignability Neither the Aurora nor Lake County may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

37. Successors and Assigns This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in the event assignment is allowed.

38. Sole Obligation of the Utility Enterprise The parties agree that any and all obligations of Aurora under this Agreement are the sole obligations of the City of Aurora Utility Enterprise, and as such, shall not constitute a general obligation or other indebtedness of the City of Aurora or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of any constitutional, statutory, or charter limitation. The parties also agree that, in the event of a default by Aurora on any of its obligations under this Agreement, Lake County shall not have any recourse against any of the properties or revenues of the City of Aurora, except that in order to satisfy any non-appealable judgment against Aurora, Lake County shall have recourse against the net revenues of the Aurora Water System that are available therefor in the City of Aurora Utility Enterprise Water Fund, or any successor enterprise fund, after payment of all expenses related to the operation and maintenance of said Aurora Water System.

39. **Eminent Domain** If, prior to any closing, any entity with the power of eminent domain initiates or gives notice that it intends to initiate condemnation proceedings with respect to any interest in the Land that is the subject of this Agreement, then Lake County shall notify Aurora thereof in writing within five (5) days after learning of such condemnation proceeding or notice and, on request, shall provide Aurora with copies of all correspondences, pleadings or other documentation regarding the proposed condemnation. The parties will jointly defend and oppose any condemnation proceeding to the extent permitted by law, each at its own expense, upon the grounds (among others) that the property already is committed to public use pursuant to this Agreement. If, nonetheless, prior to any closing, any of the Land is acquired by a third party having the power of eminent domain, Lake County and Aurora shall share in any award or settlement of compensation paid, including diminished value to any remainder not taken. Such compensation shall be divided between Lake County and Aurora on an equitable basis so as to leave each Party as nearly as possible in the same position it would have been in had the eminent domain proceeding not occurred; provided that Aurora's share shall not exceed the sum of the amounts theretofore paid by Aurora to Lake County pursuant to Paragraph 2. herein above. If the condemnation renders development of the potential water storage facility and performance of this Agreement substantially impossible, then, within thirty (30) days after the entry of a final unappealable judgment in such eminent domain proceedings, either party may elect to terminate by giving written notice to the other. In the event of such a termination notice, this Agreement shall terminate and will be of no other force and effect, with no further duties owed by either party to the other under the Agreement. This Paragraph 39. shall neither give to Lake County or Aurora any rights of condemnation beyond those each would have in the absence of this Agreement, nor restrict any exercise by either Lake County or Aurora of such rights.

325384 01/26/2001 09:00A B556 P512 AGR
10 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

AURORA:

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Paul E. Tauer, Mayor

ATTEST:

Lisa Hudson, Acting City ~~Clerk~~

SEAL

APPROVED AS TO FORM FOR AURORA,
Acting by and through its Utility Enterprise

for John M. Dingess, Esq.
Special Counsel

LAKE COUNTY:

Board of County Commissioners of
Lake County, Colorado

James E. Morrison, Jr., Chair,
Board of County Commissioners

ATTEST:

Patricia Berger, County Clerk and
Recorder;
Ex Offico Clerk of said Board

SEAL

325384 01/26/2001 09:00A B556 P513 AGR
11 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed and sworn before me this 22nd day of January, 2001, by Paul E. Tauer, Mayor and Lisa Hudson, Acting City Clerk of the City of Aurora, Colorado, acting by and through its Utility Enterprise.

Witness my hand and official seal.

Jean M. Russell
Notary Public

My commission expires: April 20, 2004

SEAL

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires April 20, 2004

STATE OF COLORADO)
) ss
COUNTY OF LAKE

The foregoing instrument was subscribed and sworn before me this 18th day of December, 2000, by James E. Morrison, Jr., Chair, Board of County Commissioners, and Patricia Berger, County Clerk and Recorder; Ex Officio Clerk of said Board for Lake County, Colorado.

Witness my hand and official seal.

Debbie A. Acre
Notary Public

My commission expires: 9-28-2003

SEAL

325384 01/26/2001 09:00A B556 P514 AGR
12 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

EXHIBIT A

Legal Description – Section 33

A tract of land being the South 1/2 of the South 1/2 of Section 33, T10S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southeast corner of said Section 33, being a B.L.M. Brass Cap thence N 00°55'05" W a distance of 1314.07 feet to the South 1/16 corner between Sections 33 and 34.

Thence S 88°21'01" W a distance of 1323.73 feet to the Southeast 1/16 corner.

Thence S 88°21'01" W a distance of 1323.84 feet to the Center South 1/16 corner.

Thence S 88°20'59" W a distance of 1319.86 feet to the Southwest 1/16 corner.

Thence S 88°20'59" W a distance of 1319.97 feet to the South 1/16 corner between Sections 32 and 33.

Thence S 00°06'06" E a distance of 1266.72 feet to the Southwest corner of said Section 33.

Thence N 88°51'39" E a distance of 1325.21 feet to the West 1/16 corner.

Thence N 88°51'39" E a distance of 1325.21 feet to the South 1/4 corner of said Section 33.

Thence N 88°52'12" E a distance of 1327.32 feet to the East 1/16 corner.

Thence N 88°52'12" E a distance 1327.32 feet to the point of beginning.

325384 01/26/2001 09:00A B556 P515 AGR
13 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

Legal Desription – Section 4

A tract of land being the Northwest 1/4 of the Northeast 1/4, the Northwest 1/4; the Southwest 1/4 of the Northeast 1/4 (also known as the F.B. Placer) and the West 1/2 of the Southwest 1/4 (being a portion of the Percheron Placer) and the Northeast 1/4 of the Southwest 1/4 (also known as the Granite Placer) located entirely in Section 4, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southwest corner of said Section 4, being a B.L.M. Brass Cap thence N 01°09' 14" W a distance of 1330.03 feet to the South 1/16 corner between Sections 5 and 4.

Thence N 01°06'55" W a distance of 1330.00 feet to the West 1/4 corner of said Section 4.

Thence N 02°03'19" W a distance of 1341.30 feet to the N 1/16 corner between Sections 5 and 4.

Thence N 02°03'19" W a distance of 1193.59 feet to the Northwest corner of said Section 4.

Thence N 89°06'39" E along the section line between Sections 32, T10S, R80W and Section 4, T11S, R80W, a distance of 441.88 feet to the section corner common to Sections 32 and 33.

Thence N 88°51'39" E continuing along said section line a distance of 2650.42 feet to the South ¼ corner of Section 33, T10S, R80W.

Thence N 88°52'12" E continuing along said section line a distance of 878.25 feet to the East 1/16 corner of said Section 4.

Thence S 01°24'17" E a distance of 1176.67 feet to the Northeast 1/16 corner.

Thence S 01°24'17" E a distance of 1351.27 feet to the Center West 1/16 corner.

Thence S 88°47'39" W a distance of 1309.46 feet to the Center 1/4 corner.

Thence S 01°42'47" E a distance of 1312.82 feet to the Center South 1/16 corner.

Thence S 88°25'17" W a distance of 1322.80 feet to the Southwest 1/16 corner.

Thence S 01°25'19" E a distance of 1321.41 feet to the West 1/16 corner between Sections 4 and 9.

Thence S 88°03'05" W a distance of 1329.52 feet to the point of beginning.

325384 01/26/2001 09:00A B558 P516 AGR
14 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

Legal Description – Section 5

A tract of land being the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 (also known as the Perley Placer), the Northwest 1/4 of the Southwest 1/4 (also known as the Mt. Elbert Placer), the North 1/2 of the South 1/2 of the Southwest ¼, and the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 (also known as the Aspen Placer) and the Northeast 1/4 of the Southeast 1/4 (being a portion of the Percheron Placer) all located in Section 5, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 5, A B.L.M. Brass Cap thence N 89°41'15" E a distance of 1334.41 feet to the center West 1/16 corner.

Thence N 00°56'18" W a distance of 1324.80 feet to the Northwest 1/16 corner.

Thence N 89°26'37" E a distance of 1328.85 feet to the Center North 1/16.

Thence N 01°10'32" W a distance of 1176.95 feet to the North 1/4 corner.

Thence N 89°06'39" E a distance of 2647.80 feet to the Northeast corner of said Section 5.

Thence S 02°03'19" E a distance of 1193.59 feet to the North 1/16 corner between Sections 5 and 4.

Thence S 02°03'19" E a distance of 1341.30 feet to the East 1/4 corner of said Section 5.

Thence S 01°06'55" E a distance of 1330.00 feet to the South 1/16 corner between Sections 5 and 4.

Thence S 89°22'17" W a distance of 1342.51 feet to the Southeast 1/16 corner.

Thence S 89°22'17" W a distance 1343.83 feet to the Center South 1/16 corner.

Thence S 01°12'34" E a distance of 675.49 feet to the Center South South 1/64 corner.

Thence N 89°31'34" W a distance of 1335.75 feet to the Center South Southwest 1/64 corner.

Thence N 89°31'35" W a distance of 1336.19 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 661.16 feet to the South 1/16 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 1322.33 feet to the point of beginning.

325384 01/26/2001 09:00A B556 P517 AGR
15 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

Legal Description – Section 6

A tract of land being Lot 10 and Lot 11 and the North 1/2 of the South 1/2 of the Southeast 1/4 (also known as the Derry Placer and a Portion of the Glacier Placer M.S. 3866) of Section 6, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the East 1/4 corner of said Section 6, a B.L.M. Brass Cap thence S 01°05'34" E a distance of 1322.33 feet to the South 1/16 corner between Sections 6 and 5.

Thence S 01°05'34" E a distance of 661.16 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-Southeast 1/64 corner.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-South 1/64 corner.

Thence N 00°18'27" W a distance of 673.74 feet to the Center South 1/16 corner.

Thence N 00°18'27" W a distance of 1347.48 feet to the Center 1/4 corner.

Thence N 88°38'22" E a distance of 1318.04 feet to the Center East 1/16 corner said corner also being the Northwest corner of Lot 9.

Thence S 00°41'47" E along the East 1/16 line and also being the West line of said Lot 9 a distance of 135.08 feet to the South corner of said Lot 9 and also being on line 4-5 of the Glacier Placer M.S. No. 3866.

Thence N 66°01'33" E along the said line 4-5 a distance of 351.28 feet to the Northeast corner of said Lot 9 and at the intersection with the East-West centerline of said Section 6.

Thence N 88°38'22" E a distance of 995.34 feet to the point of beginning.

325384 01/26/2001 09:00A B556 P518 AGR
16 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

EXHIBIT B

Lake County Open Space Initiative ("LCOSI") has adopted the following Vision Statement:

The acquisition and stewardship of land and water resources in Lake County by a partnership of federal, state, and local agencies and organizations for the purpose of: protecting and enhancing critical wildlife habitat; conserving open space; restoring impacted habitats; securing public access; increasing recreational opportunities; preserving cultural, agricultural, scenic and historic resources; and enhancing smart growth and development opportunities in Lake County.

The Goals and Objectives determined by LCOSI are set forth as follows according to the resource involved.

Resource	Goals and Objectives
Wildlife	To Protect Threatened, Endangered and Sensitive Species and their habitats To enhance, restore, and protect wetland and riparian habitats To Maintain Wildlife Habitat To enhance Hayden and Hallenbeck Ranches for big game forage To enhance habitat for migratory birds and waterfowl To enhance vegetative diversity To provide watchable wildlife opportunities To restore damaged habitats To maximize acreage available for hunting and fishing
Historic & Cultural	Preservation and recordation Develop Historic Preservation Plan Interpretation and Public Education Save Hayden/Hallenbeck Ranch Buildings Preserve Archeological Sites Marketing Plan

325384 01/26/2001 09:00A B556 P519 AGR
17 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

Transportation & Utilities	Identify and categorize existing system of roads/trails Identify and categorize existing utility system Identify and categorize structural development Identify and categorize ponds and natural features Designate open and closed roads and trails Coordinate activities with adjacent landowners and existing uses
Agricultural	Maintain healthy, diverse vegetative communities Maintain Land Health Maintain agricultural presence for wildlife, cultural, scenic and historic values
Recreation	Identify and provide for a wide spectrum of recreational opportunities Three ranches will be limited to non-motorized recreational use Do not take away existing legal motorized use Mechanized use on designated trails only No new trails or trailheads onto Mount Elbert No camping on Hayden or Arkansas River Ranches No commercial rafting on Arkansas Limit private boaters to 10 craft per day Control outfitter/guide use with wade/walk permits Monitor use

325384 01/26/2001 09:00A B556 P520 AGR
18 of 18 R 92.00 D 0.00 N 0.00 Lake County Clerk

River Restoration	Coordinate and cooperate with MOU Parties on cleanup of the main stem of the Arkansas River off channel restoration of Box and Union Creeks Minimize liability to LCOSI partners Minimize new impacts to the river
Extractive Industries	Use extractive industries only as a tool for maintaining natural resource values and master plan goals
Water Resources	Maintain water rights, operations, and beneficial use of associated water rights Increase water storage capacity for wildlife, recreation, and economic development purposes Cooperate and coordinate with MOU Parties and water owners to ensure favorable flows for fisheries Maintain or improve water quality Allow for the opportunity to enhance or create new wetlands
Scenic	Maintain or Improve existing Scenic Vistas Maintain or Improve Visitor Safety Coordinate and cooperate with the Top of the Rockies Byway Committee to interpret and sign U.S. 24 through LCOSI

328308 12/19/2001 09:00A B566 P416 AGR
1 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P538 CRS
3 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

EXTENSION OF LAND PURCHASE OPTION AGREEMENT BETWEEN THE LAKE COUNTY, COLORADO BOARD OF COMMISSIONERS AND THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE

THIS EXTENSION OF LAND PURCHASE OPTION AGREEMENT ("Extension") is entered into this 5th day of Nov., 2001, by and between the City of Aurora, Colorado, a Colorado municipal corporation in the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, whose address is 1470 South Havana Street, Suite 400, Aurora CO 80012, ("Aurora"), and Board of County Commissioners of Lake County Colorado whose address is Lake County Courthouse, 5th and Harrison, P.O. Box 964, Leadville CO 80461, ("Lake County").

WITNESSETH:

WHEREAS, Lake County and Aurora are parties to that certain Land Purchase Option Agreement Between The Lake County, Colorado Board of Commissioners And The City of Aurora, Colorado Acting By And Through Its Utility Enterprise, dated January 8, 2001, recorded at the Lake County Clerk and Recorder's Office at Book 556 Page 503 *et seq.*, Reception Number 325384 ("Agreement"), that concerns the Land described in Exhibit A attached hereto and incorporate herein by this reference; and

WHEREAS the Agreement is still in full force as of the date hereof by virtue of Aurora's exercise of two four month extensions provided for in the Agreement; and

WHEREAS the intent of the Agreement is to allow Aurora to investigate the feasibility of constructing a water storage facility on the site prior to exercising the option to purchase the subject property; and

WHEREAS, despite diligent efforts on the part of Aurora to investigate the suitability of a water storage facility on the site, additional feasibility investigations are warranted prior to exercising any option rights; and

WHEREAS, in order for Aurora to undertake the physical investigations desired, the parties wish to extend the Agreement on the same terms, except as herein modified.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, payments and agreements contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **EXTENSION** The Agreement is hereby extended as follows:

a. Primary Extension Upon Aurora's non-refundable payment to Lake County of Twenty-five Thousand Dollars (US) ($25,000.00), which payment must be made no later than January 8, 2002, Aurora's rights

pursuant to the Agreement will be extended through 11:59 PM May 8, 2002.

b. Additional Extensions Aurora, at its sole discretion, may further extend its rights pursuant to the Agreement for up to two (2) additional four (4) month periods, for a total of one (1) year from January 8, 2002, by making additional non-refundable payments in the manner hereinafter described. To extend its rights through 11:59 PM September 8, 2002, Aurora must pay Lake County an additional Twenty-five Thousand Dollars (US) ($25,000.00) by May 8, 2002. Following any such extension through September 8, 2002, to extend its rights through 11:59 PM January 8, 2003, Aurora must pay Lake County an additional Twenty-five Thousand Dollars (US) ($25,000.00) by September 8, 2002.

c. Credit Toward Purchase Price In the event Aurora exercises its option rights, all payments made by Aurora to Lake County per subparagraphs 1.a. and 1.b. hereinabove will be credited toward the purchase price of the Land that is the subject of the Agreement.

2. Revisions Concerning Mineral Interests The Agreement *inter alia* at paragraph 5. thereof discussed the extraction of mineral interests from upon or from within the Land by Lake County. Pursuant to said paragraph Lake County provided notice to Aurora that it wanted to extract minerals, said notice recorded at the Lake County Clerk and Recorder's Office at Book 561 Page 233 *et seq.*, Reception Number 326752. Aurora responded to this notice with its understanding that since Lake County desired to extract only a small amount minerals it would not be necessary to extend the Agreement for such extraction, said response recorded at the Lake County Clerk and Recorder's Office at Book 562 Page 822 *et seq.*, Reception Number 327240. Consistent with the forgoing, Lake County and Aurora now wish to modify the Agreement insofar as it provides for the extension thereof for up to a three (3) year period to allow Lake County to extract minerals from upon or within the Land by deleting paragraph 5. and the last sentence of paragraph 2. of the Agreement. In place there of Lake County and Aurora agree that should Aurora exercise its option to purchase the Land then Lake County will have until January 8, 2005 to remove from the Land up to ten (10) truck loads of rock rip-rap material. Lake County and Aurora further agree that Aurora will receive any revenues resulting from any extraction of mineral interests by Lake County, that Lake County will be responsible for any necessary site reclamation or other environmental reparation resulting from such extraction, and that the extraction of the referenced mineral interests by Lake County will not change the purchase price of the Land.

3. All Other Terms of the Agreement Remain the Same Except as modified specifically herein all the terms and conditions of the Agreement remain valid and are incorporated into this Extension by this reference.

328308 12/19/2001 09:00A B566 P418 AGR
3 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P540 CRS
5 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

AURORA:

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Paul E. Tauer, Mayor

ATTEST:

Debra Johnson, City Clerk

SEAL

APPROVED AS TO FORM FOR AURORA,
Acting by and through its Utility Enterprise

Special Counsel

LAKE COUNTY:

Board of County Commissioners of
Lake County, Colorado

James E. Martin, Chair,
Board of County Commissioners

ATTEST:

Patricia Berger, County Clerk and Recorder;
Ex Offico Clerk of said Board

SEAL

328308 12/19/2001 09:00A B566 P419 AGR
4 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P541 CRS
6 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed and sworn before me this 5th day of December, 2001, by Paul E. Tauer, Mayor and Debra Johnson, City Clerk of the City of Aurora, Colorado, acting by and through its Utility Enterprise.

Witness my hand and official seal.

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires April 20, 2004

Jean M Russell
Notary Public

My commission expires: April 20, 2004

STATE OF COLORADO)
) ss
COUNTY OF LAKE)

The foregoing instrument was subscribed and sworn before me this 5th day of November, 2001, by James E. Martin, Chair, Board of County Commissioners, and Patricia Berger, County Clerk and Recorder; Ex Officio Clerk of said Board for Lake County, Colorado.

Witness my hand and official seal.

Jennine M. Hotfrey
Notary Public

My commission expires: 2-23-05

SEAL NOTARY PUBLIC STATE OF COLORADO

328308 12/19/2001 09:00A B566 P420 AGR
5 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P542 CRS
7 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

EXHIBIT A

Legal Description – Section 33

A tract of land being the South 1/2 of the South 1/2 of Section 33, T10S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southeast corner of said Section 33, being a B.L.M. Brass Cap thence N 00°55'05" W a distance of 1314.07 feet to the South 1/16 corner between Sections 33 and 34.

Thence S 88°21'01" W a distance of 1323.73 feet to the Southeast 1/16 corner.

Thence S 88°21'01" W a distance of 1323.84 feet to the Center South 1/16 corner.

Thence S 88°20'59" W a distance of 1319.86 feet to the Southwest 1/16 corner.

Thence S 88°20'59" W a distance of 1319.97 feet to the South 1/16 corner between Sections 32 and 33.

Thence S 00°06'06" E a distance of 1266.72 feet to the Southwest corner of said Section 33.

Thence N 88°51'39" E a distance of 1325.21 feet to the West 1/16 corner.

Thence N 88°51'39" E a distance of 1325.21 feet to the South 1/4 corner of said Section 33.

Thence N 88°52'12" E a distance of 1327.32 feet to the East 1/16 corner.

Thence N 88°52'12" E a distance 1327.32 feet to the point of beginning.

328308 12/19/2001 09:00A B566 P421 AGR
6 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P543 CRS
8 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

Legal Desription – Section 4

A tract of land being the Northwest 1/4 of the Northeast 1/4, the Northwest 1/4; the Southwest 1/4 of the Northeast 1/4 (also known as the F.B. Placer) and the West 1/2 of the Southwest 1/4 (being a portion of the Percheron Placer) and the Northeast 1/4 of the Southwest 1/4 (also known as the Granite Placer) located entirely in Section 4, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the Southwest corner of said Section 4, being a B.L.M. Brass Cap thence N 01°09' 14" W a distance of 1330.03 feet to the South 1/16 corner between Sections 5 and 4.

Thence N 01°06'55" W a distance of 1330.00 feet to the West 1/4 corner of said Section 4.

Thence N 02°03'19" W a distance of 1341.30 feet to the N 1/16 corner between Sections 5 and 4.

Thence N 02°03'19" W a distance of 1193.59 feet to the Northwest corner of said Section 4.

Thence N 89°06'39" E along the section line between Sections 32, T10S, R80W and Section 4, T11S, R80W, a distance of 441.88 feet to the section corner common to Sections 32 and 33.

Thence N 88°51'39" E continuing along said section line a distance of 2650.42 feet to the South ¼ corner of Section 33, T10S, R80W.

Thence N 88°52'12" E continuing along said section line a distance of 878.25 feet to the East 1/16 corner of said Section 4.

Thence S 01°24'17" E a distance of 1176.67 feet to the Northeast 1/16 corner.

Thence S 01°24'17" E a distance of 1351.27 feet to the Center West 1/16 corner.

Thence S 88°47'39" W a distance of 1309.46 feet to the Center 1/4 corner.

Thence S 01°42'47" E a distance of 1312.82 feet to the Center South 1/16 corner.

Thence S 88°25'17" W a distance of 1322.80 feet to the Southwest 1/16 corner.

Thence S 01°25'19" E a distance of 1321.41 feet to the West 1/16 corner between Sections 4 and 9.

Thence S 88°03'05" W a distance of 1329.52 feet to the point of beginning.

328308 12/19/2001 09:00A B566 P422 AGR
7 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

327730 11/05/2001 03:25P B564 P544 CRS
9 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

Legal Description – Section 5

A tract of land being the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 (also known as the Perley Placer), the Northwest 1/4 of the Southwest 1/4 (also known as the Mt. Elbert Placer), the North 1/2 of the South 1/2 of the Southwest ¼, and the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 (also known as the Aspen Placer) and the Northeast 1/4 of the Southeast 1/4 (being a portion of the Percheron Placer) all located in Section 5, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 5, A B.L.M. Brass Cap thence N 89°41'15" E a distance of 1334.41 feet to the center West 1/16 corner.

Thence N 00°56'18" W a distance of 1324.80 feet to the Northwest 1/16 corner.

Thence N 89°26'37" E a distance of 1328.85 feet to the Center North 1/16.

Thence N 01°10'32" W a distance of 1176.95 feet to the North 1/4 corner.

Thence N 89°06'39" E a distance of 2647.80 feet to the Northeast corner of said Section 5.

Thence S 02°03'19" E a distance of 1193.59 feet to the North 1/16 corner between Sections 5 and 4.

Thence S 02°03'19" E a distance of 1341.30 feet to the East 1/4 corner of said Section 5.

Thence S 01°06'55" E a distance of 1330.00 feet to the South 1/16 corner between Sections 5 and 4.

Thence S 89°22'17" W a distance of 1342.51 feet to the Southeast 1/16 corner.

Thence S 89°22'17" W a distance 1343.83 feet to the Center South 1/16 corner.

Thence S 01°12'34" E a distance of 675.49 feet to the Center South South 1/64 corner.

Thence N 89°31'34" W a distance of 1335.75 feet to the Center South Southwest 1/64 corner.

Thence N 89°31'35" W a distance of 1336.19 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 661.16 feet to the South 1/16 corner between Sections 6 and 5.

Thence N 01°05'34" W a distance of 1322.33 feet to the point of beginning.

327730 11/05/2001 03:25P B564 P545 CRS
10 of 10 R 0.00 D 0.00 N 0.00 Lake County Clerk

Legal Description – Section 6

A tract of land being Lot 10 and Lot 11 and the North 1/2 of the South 1/2 of the Southeast 1/4 (also known as the Derry Placer and a Portion of the Glacier Placer M.S. 3866) of Section 6, T11S, R80W, 6th P.M., Lake County, Colorado and being more particularly described as follows:

Beginning at the East 1/4 corner of said Section 6, a B.L.M. Brass Cap thence S 01°05'34" E a distance of 1322.33 feet to the South 1/16 corner between Sections 6 and 5.

Thence S 01°05'34" E a distance of 661.16 feet to the South-South 1/64 corner between Sections 6 and 5.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-Southeast 1/64 corner.

Thence S 87°50'06" W a distance of 1332.12 feet to the Center-South-South 1/64 corner.

Thence N 00°18'27" W a distance of 673.74 feet to the Center South 1/16 corner.

Thence N 00°18'27" W a distance of 1347.48 feet to the Center 1/4 corner.

Thence N 88°38'22" E a distance of 1318.04 feet to the Center East 1/16 corner said corner also being the Northwest corner of Lot 9.

Thence S 00°41'47" E along the East 1/16 line and also being the West line of said Lot 9 a distance of 135.08 feet to the South corner of said Lot 9 and also being on line 4-5 of the Glacier Placer M.S. No. 3866.

Thence N 66°01'33" E along the said line 4-5 a distance of 351.28 feet to the Northeast corner of said Lot 9 and at the intersection with the East-West centerline of said Section 6.

Thence N 88°38'22" E a distance of 995.34 feet to the point of beginning.

328308 12/19/2001 09:00A B566 P423 AGR
8 of 8 R 42.00 D 0.00 N 0.00 Lake County Clerk

ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN AURORA AND LAKE COUNTY CONCERNING LAKE COUNTY AUGMENTATION PLAN, PROVISION OF STORAGE, AND TERMINATION OF OPTIONS

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into this 20th day of June, 2011, by and between the City of Aurora, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("City" or "Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and the Board of Commissioners of Lake County ("the County" or "Lake County") Colorado, whose address is 505 Harrison Avenue, Leadville, Colorado (collectively, "the Parties").

WHEREAS, Aurora and Lake County on April 15, 1998 entered into an agreement entitled "Water Rights and Land Purchase and Sale Agreement with Options," recorded April 22, 1998 at Book 532 Page 836, Recordation No. 316672 (1998 Option Agreement), which included *inter alia* the following provisions:

I. an option to Lake County to purchase 10% of the water rights of the Hayden Ranch, which the Parties agree represents 82.8 acre-feet of average annual yield (subject to minor reductions due to administrative commitments);

II. expiration December 31, 2020 unless extended;

III. purchase price to exercise Lake County's option of, initially, $2,500 per acre foot, adjustable based on the Consumer Price Index, which the Parties agree results in an adjusted price in 2010 of approximately $3,300 per acre foot;

IV. use by Lake County of 20 acre-feet of Aurora's storage space in Upper Arkansas River Basin facilities for five (5) years following exercise of the ranch purchase option, which use did not occur during the identified time period;

V. an option for the County to purchase certain land;

VI. a joint study for ultimate use of the ranch lands following the water transfer, that triggered the beginning of the Lake County Open Space Initiative;

WHEREAS, the Parties acknowledge that the Parkville Water District ("Parkville") supplies municipal water to Leadville, Colorado and a small amount of land outside Leadville's boundaries;

WHEREAS, Lake County wishes to develop a county-wide augmentation plan to facilitate new development occurring within Lake County but outside the boundaries of Parkville;

WHEREAS, storage is often a necessary component of an augmentation plan;

WHEREAS, Aurora plans to construct the Box Creek Reservoir facility ("Box Creek"), as said facility is described in the pending application for exchange rights, Water Division 2, Case No. 01CW145 and as said facility to be located within the Box Creek drainage basin in Lake County Colorado, may be further defined in future proceedings;

WHEREAS, as part of the first phase of constructing Box Creek, Aurora may build a forebay upon the Hallenbeck Ranch Land described in the 2001 Option Agreement discussed hereinbelow or upon another location;

WHEREAS, Aurora owns 2,488.48 shares of the Twin Lakes Reservoir and Canal Company ("Twin Lakes"), consisting of direct flow and storage rights that the Parties believe are available for 100 percent consumptive use and reuse and are available for augmentation, more particularly as follows:

I. Transbasin Water Component - Water from tributaries of the Colorado River in Water Division 5, for irrigation, domestic, commercial, industrial, irrigation, municipal and all beneficial uses; and

II. Native Water Component - Water from Lake Creek and its tributaries tributary to the Arkansas River, usable for storage for irrigation, domestic, commercial, industrial, irrigation and municipal purposes on any site in the Arkansas River Basin of Colorado below the Twin Lakes Reservoir which are capable of being served by diversions from said Arkansas River.

WHEREAS, Aurora and Lake County entered into a Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado acting by and through its Utility Enterprise, dated January 8, 2001, recorded at the Lake County Clerk and Recorder's Office at Book 556 Page 503, Reception Number 325384, and the Extension of Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado, Acting By and Through its Utility Enterprise, recorded December 19, 2001, Book 566 Page 416, Reception No. 327730 (together, the 2001 Option Agreement) and Aurora exercised its option via that certain Contract to Buy and Sell Real Estate between

Aurora and Lake County dated November 21, 2002 that resulted in the recording of the following executed documents in the Lake County, Colorado Clerk & Recorder's Office: Warranty Deed Book, 580 Page 114 *et seq.*, Easement and Covenant Agreement Book 580 Page 122 *et seq.* and Quitclaim Deed to Extinguish Reversionary Clause Book 580 Page 134 *et seq.*;

WHEREAS, the 2001 Option Agreement includes *inter alia* the following provisions:

I. Lake County has a first right to repurchase if Aurora disposes of or sells the Hallenbeck Ranch (sometimes also spelled Hallenback Ranch and Hollenbeck Ranch), and

II. Lake County can obtain use of certain operational storage space in completed water storage facilities that Aurora might construct on the Hallenbeck Ranch.

WHEREAS, Aurora was granted decrees in Water Division 2 on May 4, 2004, Case No. 98CW137(A), and in Case No. 98CW137(B) on June 13, 2005, *inter alia* changing the uses of various Hayden Ranch water rights;

WHEREAS, Aurora has been using the changed Hayden Ranch water rights since the aforementioned cases were decreed;

WHEREAS, Lake County is a Colorado county;

WHEREAS, the City of Aurora is a home-rule city in Colorado;

WHEREAS, Intergovernmental agreements are authorized by Article XIV, § 18, Colorado Constitution and C.R.S. § 29-1-203, 2009.

NOW, THEREFORE, in consideration of the promises, covenants, agreements, and representations contained in this Agreement, the adequacy and sufficiency of which are confessed by the Parties, the Parties agree as follows:

A. Water Supply Provisions

1. **Option relinquished.** Subject to the provisions of paragraph 3 of this IGA, Lake County agrees to relinquish the option to purchase from Aurora ten percent (10%) of the Hayden Ranch water rights, which option it obtained from Aurora in the 1998 Option Agreement.

2. **Aurora payment.** Aurora agrees that within sixty (60) day of the execution of this Agreement that it will pay to Lake County the sum of Two Hundred Thousand Dollars ($200,000) to assist the County with the cost of timely completion of water court proceedings in Water Division 2, Case No. 98CW173, in which the County applied to change Lake County's Derry #2 and #3 water rights from agricultural use to municipal and other uses as well as for a plan for augmentation and other rights. Reference in this IGA to Case No. 98CW173 includes any amendments thereto and any successor, supplemental or substitute case or cases for the change of Lake County's Derry #2 and #3 water rights as well as for any Lake County plan for augmentation using these or other rights. If Case No. 98CW173 is brought to conclusion for less than $200,000, Lake County may retain the difference between its expenses in Case No. 98CW173 and $200,000. However, if completion of case No. 98CW173 requires more than $200,000 from Lake County, such excess amounts are the responsibility of Lake County.

3. **Aurora to supply native Arkansas water to meet 40 acre-feet of County demand.** For Lake County's domestic, commercial, industrial, irrigation and municipal use, Aurora will provide annually that amount of Twin Lakes water derived exclusively from the Native Water Component, described hereinabove, that is part of the City's Twin Lakes share ownership, necessary to deliver forty (40) acre-feet of domestic, commercial, industrial, irrigation and municipal use water. The Parties estimate at this time that approximately 50 acre-feet of the Native Water Component will be needed to meet a demand of 40 acre-feet to be used for augmentation of domestic, commercial, industrial, irrigation, and municipal uses. Both Parties acknowledge that to supply a demand of 40 acre-feet ("Forty-foot Net Requisition"), more or less than fifty (50) acre-feet, but not to exceed fifty-five (55) acre-feet, may be required ("Forty-foot Gross Storage Requirement"). The water will be available for delivery between March 15th and April 14th or other dates mutually agreed upon by each party's water operations managers. Aurora has no other current contractual obligation for the Native Water Component. However, should Aurora in the future have any subsequent contractual obligations for the Native Water Component Aurora agrees that it

will first satisfy is obligations to Lake County under this IGA for the Native Water Component before making any remaining Native Water Component available to others. Aurora's supply of water to Lake County pursuant to this IGA is limited to the Native Water Component and no other sources. Thus Lake County bears the risk of any shortages if the yield of the Native Water Component is below levels anticipated. If it is held as a final un-appealable determination by a Court of competent jurisdiction that the native Arkansas water to be supplied by Aurora pursuant to this paragraph 3 cannot be used by Lake County in Case No. 98CW173 or any other plan for augmentation to serve areas within Lake County, then Aurora will not supply said water and Lake County will relinquish only one-half of the option to purchase from Aurora Hayden Ranch water rights (i.e. five percent (5%)) as described in paragraph 1 of this IGA. In any event Lake County will tender to Aurora the appropriate relinquishment of the Hayden Ranch water rights option due Aurora within sixty (60) days of entry of said final un-appealable determination.

4. **Discretionary delivery point.** The delivery point for the Twin Lakes native yield will be, at Aurora's discretion, either the Twin Lakes Reservoir or the confluence of Lake Creek and the Arkansas River, both of which are located in Lake County, Colorado (both locations referred to hereafter as the "Alternate Delivery Points"). The Parties believe that delivery at either point will meets Lake County's domestic, commercial, industrial, irrigation and municipal needs.

5. **Discretionary additional water leasing allowed by separate agreement.** Aurora may lease additional Twin Lakes' native water to Lake County for its needs at the discretion of the City.

5.1. The lease of additional Twin Lakes native water, if any, will be by separate agreement, terms and conditions to be negotiated at the time any such lease is sought.

5.2. Subject to Aurora's discretion to lease additional water the Parties will negotiate for any additional Twin Lakes native water leases in good faith, and shall use their best efforts to agree to mutually fair and beneficial terms.

6. **County to abide by applicable laws, decrees, and by-laws in using water.** Lake County will not put the Twin Lakes Native Water Component delivered under this Agreement to any use, or to use at any place, that violates any decree of a court of competent jurisdiction or the Bylaws of the Twin Lakes Reservoir and Canal Company, or both such decree and By-laws.

B. Storage Provisions

Initial Temporary Storage Provisions

7. **Storage for Twin Lakes water.** Subject to the further provisions of this paragraph, until either 1) ten (10) years from January 1, 2013, or 2) the date of the final un-appealable decree in Case No. 98CW173, whichever date first occurs, Aurora will make available to Lake County storage for the Twin Lakes Native Water Component supplied pursuant to paragraph 3 of this IGA, that is, the Forty-foot Gross Storage Requirement. The water will not be carried over by Aurora from year to year in any of Aurora's storage space. If the Twin Lakes Native Water Component supplied pursuant to paragraph 3 of this IGA cannot be used by Lake County in Case No. 98CW173 or any other plan for augmentation to serve areas within Lake County as described in paragraph 3 of this IGA, then the volume of storage space that Aurora will make available for the subject period contemplated by paragraphs 7 – 8.1 of this IGA will be the lesser of either 20 acre-feet or the volume of the average annual consumptive use yield of the County's Derry #2 and #3 water rights after the change adjudication contemplated in paragraph 2 of this IGA.

7.1. At Aurora's discretion, said storage may be in Twin Lakes Reservoir or elsewhere.

7.2. At Aurora's discretion, delivery of water will be made at one of the Alternate Delivery Points.

8. **Temporary storage dependent on payment.** Subject to its annual appropriations, Lake County will pay to Aurora by May 1st each year the operations and maintenance ("O & M") fees associated with Initial Temporary Storage for the County, as stated below; however, should Lake County, for lack of an appropriation or otherwise, fail to pay the O & M fees, Aurora will not deliver water that calendar year.

8.1. O & M fees will be those annual assessments imposed by Twin Lakes on Aurora as a shareholder, pro-rated to the amount of storage afforded to Lake County. By way of example and not limitation, if 50 acre-feet of storage is associated with a certain number of shares of Twin Lakes stock, the O & M charge would be calculated by multiplying that certain number times the annual per-share assessment. Aurora will advise Lake County of Twin Lakes' per-share O & M assessment by February 28 each year.

Intermediate Temporary Storage Provisions

9. **Ultimate Controlling Authority Concerning Storage Built upon Hallenbeck Ranch Land.** Paragraphs 7 – 14 of this IGA address Initial and Intermediate Temporary Storage Provisions. The Parties acknowledge that the 2001 Option Agreement states that Aurora will provide permanent use of operational storage space in any water storage facility Aurora completes upon the Hallenbeck Ranch Land described in said 2001 Option Agreement. If the potential forebay storage that is contemplated by Paragraph 10 of this IGA is completed by Aurora upon the Hallenbeck Ranch Land described in the 2001 Option Agreement, then upon such completion the provision of the 2001 Option Agreement will override, control and extinguish the storage provisions in paragraph 10 – 14 of this IGA.

10. **Potential forebay storage.** If Aurora builds a forebay to Box Creek, Lake County may store water in this forebay for twenty (20) years after this forebay is on-line for storage or until Box Creek is completely built and on-line for storage, whichever first occurs.

10.1 Subject to the terms and payment provision hereof, upon completion of the Box Creek forebay discussed in paragraph 10 of this IGA (if any), for a cost equal to the expenses of Aurora's operation and maintenance of the facility pro-rated to the percentage of the facility used to store water on behalf of the County, Lake County will be provided the opportunity to store at least sixty (60) acre-feet of storage and, if this completed forebay is at least 150 acre-feet in size, then Lake County may have the opportunity to store for itself up to seventy-five (75) acre-feet of its water as provided for in paragraph 10 of this IGA.

11. The 20 years of storage opportunity provided to Lake County in the forebay discussed in paragraph 10 of this IGA could provide up to a maximum of 30 years of storage opportunity if circumstances are such that it is sequentially added to the initial 10 year period of paragraph 7 of this IGA. The parties expect that permanent storage would be available should Box Creek reservoir be built, as is the subject of a previous agreement (the 2001 Option Agreement).

12. **License and permit contingency.** If Aurora is unable to obtain any one or more of the local, state or national permits and licenses necessary to construct and bring online for water storage either any forebay or reservoir of Box Creek, then Aurora will not be obligated to make any water storage available to Lake County beyond the initial storage period set forth in Paragraph 7 of this IGA.

13. **Intermediate temporary storage dependent on payment and other provisions.** Subject to its annual appropriations, Lake County will reimburse Aurora annually for the O & M costs associated with storage for the County in any forebay; however, should Lake County, for lack of an appropriation or otherwise, fail to reimburse, Aurora will not deliver water that calendar year.

13.1. As to water stored by Aurora for the benefit of Lake County in the Box Creek forebay, Aurora will calculate the O &M cost for the preceding calendar year by January 31. From this calculation Lake County will be assessed its pro rata charges by February 28th each year and Lake County will pay the same by May 1st each year. This annual assessment will be the charge for the current calendar year usage.

13.2. O & M costs will be assessed annually and not pro-rated for a lesser period of time.

13.3. Lake County may use the storage space in its discretion for the benefit of Lake County however, the storage space may not be sold or leased without first obtaining the permission of Aurora which permission will not be unreasonably withheld if such space is to be used by either Parkville or another governmental entity with the responsibility of supplying water within Lake County Colorado. Aurora will have the right to use for its own purposes, without charge, on an annual basis, any space not in use by Lake County or allowed successor.

14. **Storage and delivery flexibility.** For purposes of the Lake County storage provisions of this Agreement, Aurora may store water in any facility so long as the City can legally deliver water to the locations of the Alternate Delivery Points.

C. <u>Releases</u>

15. **Initial releases of water.** For an initial ten (10) year period Aurora will make releases of water from Twin Lakes at the Alternate Delivery Points meet the scheduled domestic, commercial, industrial, irrigation and municipal obligations of Lake County.

15.1. Until storage is available in either the forebay reservoir of Box Creek, or some other location mutually agreed upon by the Parties, Aurora will release the Forty-foot Net Requisition of the Native Water Component for domestic,

commercial, industrial, irrigation and municipal use by and for Lake County from Twin Lakes at the Alternate Delivery Points.

15.2. After storage is available in the forebay or reservoir of Box Creek, or both, Aurora will, at its discretion, deliver or exchange water to one of these storage vessels, from which vessel releases of the Forty-foot Net Requisition of the Native Water Component will then be made for domestic, commercial, industrial, irrigation and municipal use by and for Lake County.

D. Lake County Water Court Proceedings

16. **Pending Lake County Applications.** Lake County presently has two applications pending in Water Division 2, Cases No. 98CW173 (plan for augmentation, exchanges, changes of Derry #2 and #3 water rights from agricultural use to municipal use) and No. 95CW216(E) (changes in points of diversion and alternate points for some of the Hallenbeck Ranch water rights). As to these cases, the Parties agree that Aurora will limit its participation to the protection of the City's water rights, and will endorse the relief requested in No. 98CW173 to the maximum extent compatible with protecting Aurora's water rights. The Parties further agree as follows:

16.1. Case No. 98CW173: Lake County will as soon as reasonably possible use its best efforts to complete all hydrological and related engineering necessary for the adjudication in Water Division 2 of Case No. 98CW173, utilizing funds from Aurora as agreed above, and such funds from other sources as may be necessary to complete the case. Aurora's financial support to Lake County in Case No. 98CW173 shall be limited to the funds agreed at paragraph 2 of this IGA.

16.2. Case 95CW216(E): Lake County, in view of this Agreement's provision of other means to meet the County's water needs, will withdraw its Application in this case upon the issuance of a decree in Water Division 2, Case No. 98CW173.

17. **Limitations on Statements of Opposition in new water matters.** So long as Aurora is providing the Initial Temporary Storage pursuant to paragraphs 7 – 9.1 of this IGA, Lake County will not file statements of opposition in any new water matters in which Aurora is an applicant and Aurora will not file statements of opposition in any new water matters in which Lake County is an applicant.

18. **Future proceedings related to Box Creek.** Lake County will join as a party or otherwise support (excluding monetary support or supplying land) Aurora in those water court proceedings, state administrative proceedings, federal administrative proceedings, and appeals from the same, which are necessary to enable Box Creek to be realized.

E. <u>Hallenbeck Ranch Repurchase Provision and USFS/BLM Acquisition</u>:

19. **Release of first right of repurchase.** Lake County hereby releases Aurora from the "First Right of Repurchase" provision in the 2001 Option Agreement with respect to any lands on the Hallenbeck Ranch that Aurora determines it needs for a land exchange with the U.S. Forest Service ("USFS"), the Bureau of Land Management ("BLM"), or both.

20. **Support for land acquisition.** Lake County will support (excluding monetary support or supplying land) the acquisition of the parcels requested by Aurora from either the USFS or the BLM through a land exchange or other methods.

F. <u>Aurora Water Court Case No 2001CW145 and future Box Creek cases</u>:

21. **Stipulation in Case No. 01CW145; future diligence cases.** At the same time as the County enters into this Agreement, the County will execute a Stipulation in Aurora's Water Division No. 2, Case No. 01CW145, commonly referred to as the Box Creek Exchange Case, and agree not to object in future diligence proceedings regarding the rights awarded in said case. The Stipulation and Draft Decree are attached to this Agreement as Exhibit A.

22. **Support for Box Creek.** Lake County will support (excluding monetary support or supplying land), *inter alia*, Aurora's building Box Creek, including but not limited to the construction of any forebay storage facility as a first phase of Box Creek.

22.1. Aurora anticipates determining a preferred location or locations and identifying property description(s) therefor by the end of 2011. When that property description is available, Aurora will provide it to Lake County, and it will be incorporated into this Agreement by reference as the property description of the preferred location(s) for the forebay portion of Box Creek.

22.2. To the extent permitted by law, and so long as not inconsistent with its regulatory rights and responsibilities as provided by state and local law, Lake

County will agree to: 1) cooperate with Aurora as necessary to facilitate the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands; 2) appear at Aurora's expense, as a co-applicant with Aurora in any action or proceeding related to the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands; and, 3) cooperate with Aurora in connection with the obtaining of any and all necessary permits, easements or water right changes in any way related to the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands. Nothing stated in this paragraph will be interpreted or construed as: 1) an abrogation or diminution of Lake County's "1041" powers provided by state law and local regulation; 2) obligating Lake County to approve a "1041" permit for Aurora with respect to the development of any potential water storage facility upon the Hallenbeck or Hayden Ranch lands; or, 3) limiting or restricting in any manner Lake County's lawful power to require Aurora to perform mitigation necessary in connection with the possible issuance of a "1041" permit with respect to the development of a potential water storage facility upon the Hallenbeck or Hayden Ranch lands. Nevertheless, the provisions of paragraphs 18 (Future proceedings related to Box Creek) and 20 (Support for land acquisition)] of this IGA will remain in effect.

G. <u>Public Access to Aurora Properties for Recreational Use</u>:

23. **Reasonable public access to Hayden River Parcel.** For so long as Aurora is providing Initial or Intermediate Temporary Storage, Aurora will provide reasonable public access to the Hayden River parcel ("River Parcel"), as described on attached Exhibit B, to the public for fishing and non-motorized recreational use during times the parties agree may be appropriate for such use. Aurora may provide this access as the land owner or grant an access license on an annual basis to Lake County or other arrangement by mutual agreement of the parties.

24. **Annual license, terms.** Should Lake County be granted an annual access license, any such access license will contain reasonable provisions for management and protection of the properties and protection from liability on the property. Terms of such access license shall include, but not be limited to, the following obligations of Lake County and subject to its annual appropriations, Lake County will pay for the following; however, should Lake County fail to pay for lack of an appropriation or otherwise any license will be immediate rescinded:

24.1. Obtain and maintain a policy of insurance that in Aurora's good faith assessment is sufficient to protect the City;

24.2. Provide police, fire and medical emergency services to the River Parcel;

24.3. Maintain and replace all recreational facilities on the River Parcel at its own cost and at no cost to Aurora, whether said facilities are constructed by the County after the access license is granted, or present at the time the license enters into effect;

24.4. Obtain consent from Aurora before constructing any additional recreational facilities, which consent shall not be unreasonably withheld;

24.5. Indemnify and hold harmless Aurora, its officers, employees, and agents, against any and all claims, damages, actions, or causes of action to which it, or they, may be subjected by reason of the County's recreational use and management for recreational use of the River Parcel, whether by reason of work done or omission by the County, its agents or employees, in connection with their entry onto the River Parcel, and their permission or encouragement of others to enter onto the River Parcel. If the County delegates the operation and management of the River Parcel for recreation or any other licensed purpose, the County shall notify Aurora and shall incorporate the stipulations and conditions of this Agreement into the contract specifications, and, if required by Aurora, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with a company satisfactory to Aurora, which will protect Aurora from any loss or damage resulting from the work performed by, or the omissions of, the contractor.

25. **Suspension of access.** Any access license issued by Aurora to Lake County shall be subject to remediation activities of the Environmental Protection Agency on the site; development of any forebay and associated facilities including inflow/outflow activities by Aurora and its contractors; and any other activities which would render public access to the River Parcel inconsistent with safe and prudent land management or the safety of the public, or both.

26. **Continuing responsibility for maintaining recreational facilities.** Notwithstanding that actual recreational access may be denied from time to time for the reasons specified in paragraph 25 of this IGA, the County shall be responsible for maintaining recreational facilities on the River Parcel.

H. General Provisions.

27. **Venue governing law, modification not intended.** The forum for resolution of any dispute resulting in litigation regarding this IGA shall be as provided by the Colorado Rules of Civil Procedure and Colorado Revised Statutes. This IGA shall be governed by and construed under the laws of the State of Colorado. The parties shall not be deemed to have agreed that the benefits and obligations created by this IGA have been modified as a result of any amendment hereafter made to the Constitution or laws of the State of Colorado, or to the Charter of the City of Aurora unless agreed to by the City Council and Board of Commissioners.

28. **Representation of County.** The County represents and warrants that the execution and performance of this IGA will not violate any provisions of its statutory authority or rules and regulations, and that the terms of this IGA Agreement shall be binding on subsequent Boards of County Commissioners.

29. **Representation of City.** The City represents and warrants that the execution and performance of this IGA will not violate any provisions of its Charter, ordinances, or covenants contained in any indenture governing the issuance and sale of the bonds of the City, or the pledging of its revenues, and that the terms of this IGA shall be binding on subsequent Councils.

30. **Notice.** For purposes of notice pursuant to this IGA, the Parties' representatives shall be:

30.1. For the County:

Chairman, Board of County Commissioners of Lake County
PO Box 964
Leadville CO 80461

County Attorney for Lake County
PO Box 221
Leadville CO 80461

30.2. For Aurora:

Director, Water Resources
Aurora Water
15151 E. Alameda Parkway, Suite 3600
Aurora CO 80012

Aurora City Attorney
15151 E. Alameda Parkway, Suite 5300
Aurora CO 80012.

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given when given personally or sent by overnight mail, priority mail, or certified mail, return receipt requested, postage prepaid. Either party hereto may designate a new address by giving written notice thereof to the other party hereto in the aforesaid manner. Notice shall be effective upon receipt.

31. **No Assignment or Delegation.** Neither party may assign its rights nor delegate its duties hereunder without the prior written consent of the other.

32. **Indemnification.** To the extent it lawfully may, the County shall defend, indemnify, and hold harmless, Aurora and its officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action of a third party which may occur as a result of the storage and release of water, and recreational use of Aurora property, under this IGA, except as to any portion of negligence judicially determined to be caused by Aurora. No provision of this IGA shall be construed as a waiver or release of the immunities, limitations, or defenses afforded to Aurora or the District under the Colorado Governmental Immunity Act.

33. **Amendments.** Amendments to this IGA shall only be effective if entered into with the same formality as this IGA.

34. **Waiver of Rights.** The failure of either party to exercise any right under this IGA shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time the right or rights or any other right it may have under this IGA.

35. **Headings and Captions.** The headings and captions in this document are for convenience of reference only, are not part of this document and shall not define or limit any of the terms or provisions hereof.

36. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this paragraph, no party to this IGA shall be liable for any delay or failure to

perform hereunder due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: (i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (iii) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations hereunder caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) severe cold or hot weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), (o) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises, (p) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation, compact calls, revised compact administration or environmental constraint, imposed by, or in any contract with, any federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, (q) changes in state or federal law or administrative practice concerning water rights administration, water storage, water quality or stream flow requirements, and (r) inability, despite due diligence, to obtain required licenses, permits or approvals.

37. **Enforcement.** This IGA may be enforced in law or equity, by a decree of specific performance, damages, or such other legal and equitable relief as may be available to a party.

38. **Defense Against Third Parties.** In the event of litigation by any third party concerning this IGA, and to the extent permitted by law, the Parties agree to jointly defend any such third party action.

39. **No Third Party Beneficiaries.** Except as otherwise explicitly provided for herein, there are no third party beneficiaries of this IGA. No third party has any right to enforce this IGA.

40. **Sole Obligation of Utility Enterprise.**

40.1 This IGA shall never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

40.2 In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, the County shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this IGA shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

40.3 Aurora represents that this IGA has been duly authorized, executed and delivered by Aurora and constitutes a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

41. **No Transfer of Ownership.** Except as specifically stated herein nothing in this IGA shall constitute or be interpreted as constituting the transfer of any ownership interests in the infrastructure assets or water rights of the Parties. Each party shall remain individually responsible for the operation, maintenance, repair and replacement of their infrastructure and water rights absent express written agreement to the contrary.

42. **Survival of Representations.** Each and every covenant, promise, and payment contained in this IGA shall not merge in any deed, assignment, covenant, escrow agreement, easement, option, release, or any other document, but shall survive each nevertheless, and be binding and obligatory upon each of the Parties hereto.

43. **Entire Agreement.** This IGA represents the entire understanding and agreement of the Parties, supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof, and neither party has relied upon any fact or representation not expressly set forth herein.

44. **Multiple Originals.** This IGA may be simultaneously executed in any number of counterparts each of which shall be deemed original but all of which constitute one and the same agreement.

45. **Non-severability and Affect of Invalidity.** Each provision of this IGA is intertwined with and integral to the others and is not severable from the others. If any portion of this IGA is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the Parties will immediately attempt to negotiate either valid alternative portions that as near as possible give effect to any stricken portions or a valid replacement agreement.

46. **No Attorney's Fees and Costs.** In the event of any litigation arising out of this IGA, the Parties agree that each will be responsible for their own attorney's fees and costs associated with any such legal action.

47. **Joint Draft.** The Parties agree they drafted this IGA jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Therefore, this IGA shall not be construed for or against a party on the basis of authorship.

48. **Intent of IGA.** This IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not signatories hereto nor to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of the District, the City, or any other entity, governmental or private, not a party hereto.

49. **Non-Business Days.** If any date for any action under this IGA falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

50. **No Use of Aurora Facilities.** Except as described herein no use of any Aurora facility is allowed or conveyed pursuant to this Agreement.

51. **Binding Effect.** This IGA, when executed, shall be binding upon the respective legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

Carl F. Schaefer, Chair

Michael J. Bordogna, Commissioner

Dolores M. Semsack, Commissioner

ATTEST:

Patricia a. Berger, Clerk & Recorder
Lake County, Colorado; ex-officio
Clerk of said Board

KATHLEEN HAYES NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by Carl Schaefer, Michael Bordogna Dolores Semsack this 6th day of July, 2011.

My Commission Expires 10/26/2013

Commissioner expires

Notary Public

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Edward J. Tauer, Mayor — Date: 8/3/11

ATTEST:

Janice Napper, Interim City Clerk — Date: 8/4/11

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date: June 23, 2011 — ACS #: 110380 73

John M. Dingess,
Special Water Counsel — Date: June 23, 2011

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of August, 2011, by Edward J. Tauer, 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: 04/20/2012

(SEAL)

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/20/2012

EXHIBIT - A

Stipulation and Draft Decree, WD-2, 01CW145

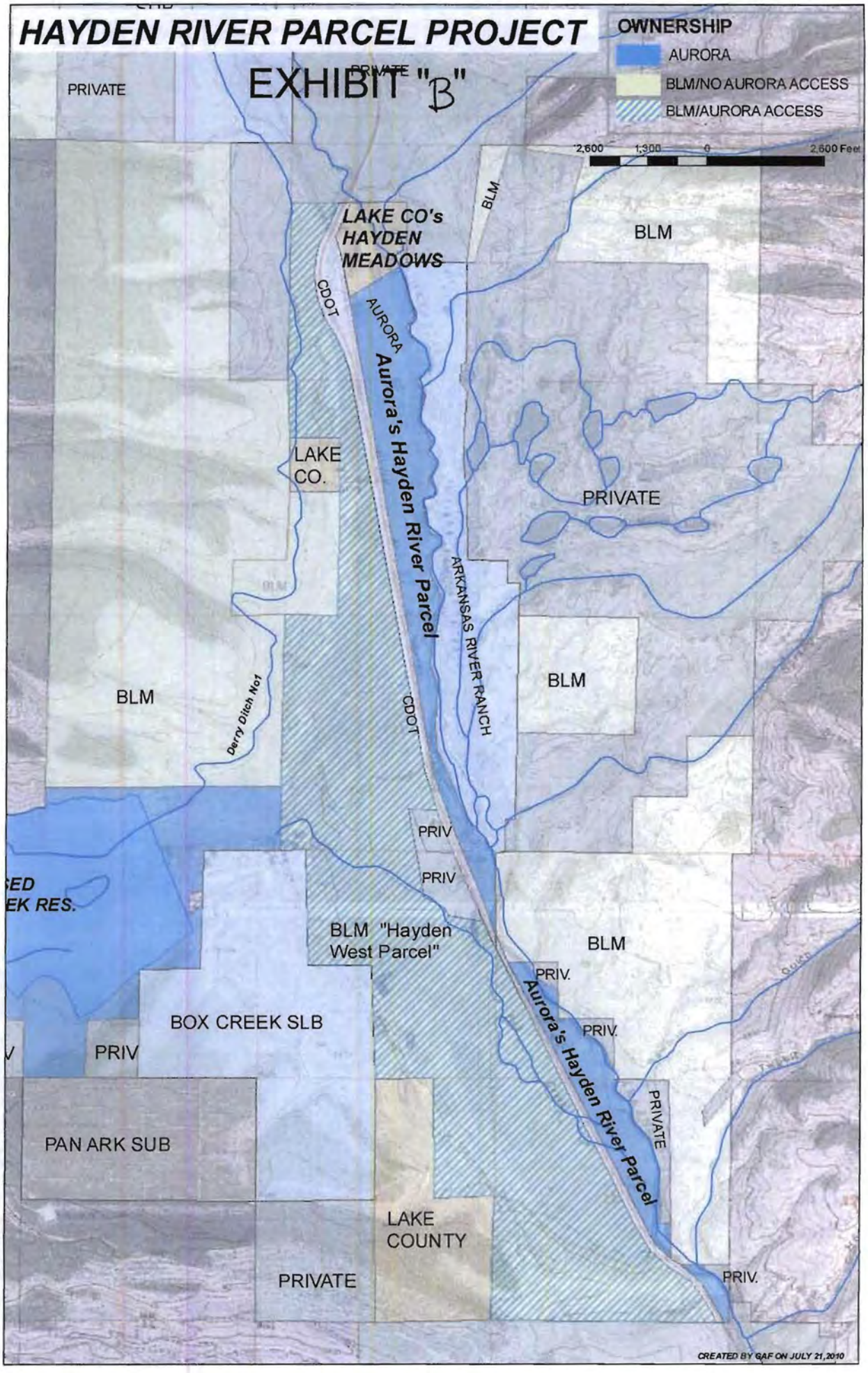
EXHIBIT – B

Property description for Hayden River Parcel

EXHIBIT B

"River Parcel"

All of the so-called Hayden Ranch lands transferred to the City of Aurora, Colorado acting by and through its Utility Enterprise by that certain Warranty Deed from Twin Ark Valley Limited, a Colorado Limited Partnership dated April 15, 1998 and recorded on April 22, 1998 in the Lake County, Colorado Clerk & Recorders Office at Reception No. 316674, Book 532, Pages 868 - 876 that lie east of the current location of U.S. Highway 24 in Sections 22, 27, and 34 in Township 10 South, Range 80 West, 6th P.M. and in Sections 2, 3, and 11 in Township 11 South, Range 80 West, 6th P.M., in Lake County, Colorado.


HAYDEN RIVER PARCEL PROJECT
EXHIBIT "B"
OWNERSHIP
AURORA
BLM/NO AURORA ACCESS
BLM/AURORA ACCESS
2,600 1,300 0 2,600 Feet
PRIVATE
LAKE CO's HAYDEN MEADOWS
BLM
CDOT
AURORA
Aurora's Hayden River Parcel
LAKE CO.
PRIVATE
ARKANSAS RIVER RANCH
BLM
Derry Ditch No1
CDOT
BLM
PRIV
PRIV
BLM "Hayden West Parcel"
BLM
PRIV.
Aurora's Hayden River Parcel
BOX CREEK SLB
PRIV
PRIV.
PRIVATE
PAN ARK SUB
LAKE COUNTY
PRIVATE
PRIV.
CREATED BY GAF ON JULY 21,2010

DISTRICT COURT, WATER DIVISION 2, COLORADO 207 Judicial Building 320 W. 10th Street Pueblo, Colorado 81003-2940 IN THE MATTER OF THE APPLICATION OF THE WATER RIGHTS OF THE CITY OF AURORA, COLORADO, acting by and through its UTILITIES ENTERPRISE IN CROWLEY, OTERO, PUEBLO, FREMONT, CHAFFEE, AND LAKE COUNTIES.	▲ **COURT USE ONLY** ▲ Case Number: 01CW145
Attorneys for Aurora: DUNCAN, OSTRANDER & DINGESS, P.C. John M. Dingess, #12239 Austin Hamre, #17823 Patricia A. Madsen, #7239 Address: 3600 South Yosemite Street, Suite 500 Denver, Colorado 80237-1829 Phone Number:303-779-0200 E-mail address: dodpc@dodpc.com Attorneys for Lake County: Balcome & Green, P.C. David C. Hallford, #10510 Address: P.O. Box 790 Glenwood Springs, CO 81602 Phone Number: 970 945-6546 E-mail address: dhallford@balcombgreen.com	

STIPULATION AND AGREEMENT BETWEEN LAKE COUNTY BOARD OF COMMISSIONERS AND AURORA

Applicant, the City of Aurora, acting by and through its Utility Enterprise ("Aurora"), and Opposer, the Lake County Board of Commissioners ("Lake County") (collectively the "Parties") hereby stipulate and agree as follows:

1. Lake County consents to the entry of the draft decree attached hereto as Appendix 1 (10th Draft Decree, dated June ___, 2011), and to any modified form of that decree provided that the decree ultimately entered by the Court herein is no less protective of Lake County than Appendix 1. Lake County consents to Aurora's motion for an order approving this stipulation, and agrees to limit its further participation in this case to ensuring compliance with this stipulation. Lake County shall remain a party in this case and will remain on the service list. Aurora will provide future draft decrees to Lake County at the same time they are circulated to other opposers, and Lake County shall have an opportunity to review any changes in such future draft decrees in order to verify that the terms and conditions remain as protective as those in Appendix 1.

2. This stipulation is entered by way of compromise and settlement of this litigation. The agreement of the Parties to the entry of the draft proposed decree shall not be construed as concurrence by these Parties beyond the decree adjudicated herein with any findings of fact or conclusions of law contained therein, or with the engineering methodologies utilized by either party in arriving at this stipulation, and nothing contained in said draft proposed decree shall be binding upon these Parties in any proceeding other than the current proceeding and any subsequent proceedings involving the same rights adjudicated herein.

3. Lake County and Aurora agree this Stipulation shall bind and benefit them and will be binding upon and benefit their heirs, assigns and successors in interest; however, except as may be expressly provided in any decree which may be entered by the Water Court in this matter, individuals other than the signatories to this Stipulation are neither bound by nor are they intended to benefit from this Stipulation.

4. Lake County and Aurora further stipulate that each will bear its own costs and fees associated with their appearance in this matter.

5. The Parties hereto represent and affirm the signatories to this Stipulation are legally authorized to bind the Parties in this matter.

6. The Parties agree that agreements made in this Stipulation shall be enforceable by them either as an agreement or as an order of the Water Court.

7. The Parties agree that nothing contained either in this Stipulation or in any decree that may enter in this matter modifies or amends any contract or agreement between the Parties.

8. The Parties agree that nothing contained either in this Stipulation or in any decree that may enter in this matter shall be construed to create any right on the part of Aurora to utilize land or structures owned by Lake County for the diversion, carriage or storage of water. Further, nothing contained either in this Stipulation or in any decree that may enter in this matter shall enlarge or diminish any right to use lands, structures or facilities currently possessed by Aurora. The Parties agree however they are free to negotiate and conclude with one another and third parties future arrangements and agreements concerning use of lands and structures.

Respectfully submitted this ___ day of _____, 2011.

LAKE COUNTY BOARD OF COMMISSIONERS

By: _____
David C. Hallford

Balcome & Green, P.C.
Attorneys for Lake County Board of Commissioners

CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE

By: _____
John Dingess

Duncan, Ostrander & Dingess, P.C.
Special Counsel to the City of Aurora, Acting By and Through its Utility Enterprise

10th Draft, 06-21-2011
APPENDIX 1

DISTRICT COURT, WATER DIVISION 2, COLORADO 320 W. 10th Street Pueblo, CO 81003	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE	▲ COURT USE ONLY ▲
IN LAKE, CHAFFEE, FREMONT, PUEBLO, CROWLEY AND OTERO COUNTIES	Case No. 2001CW145

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE AND DECREE OF THE WATER COURT

This matter comes before the Water Court upon the Application of the City of Aurora, Colorado, acting by and through its Utility Enterprise, for a Decree approving an appropriative right of exchange. The Court having considered the pleadings, the evidence, stipulations of the parties, and the comments of the Division Engineer, and being fully advised in the premises makes the following Findings of Fact, Conclusions of Law, and Judgment and Decree ("Decree"):

I. FINDINGS OF FACT

1. The name, address and telephone number of the Applicant is:

   1.1. City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora"), a municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, 15151 E. Alameda Parkway, Aurora, Colorado 80012, 303-739-7370.

2. The Application in this matter was filed by Aurora on December 28, 2001. This matter was referred to the Water Referee by Order dated December 31, 2001.

3. Timely and adequate notice of the pendency of these proceedings *in rem* was given in the manner required by law. The Water Court has jurisdiction over the subject matter of this proceeding and over all who have standing to appear as parties, whether they have appeared or not.

4. Timely statements of opposition were filed by the following:

4.1. Arkansas River Outfitters Association, represented by Moses, Wittemyer, Harrison & Woodruff, P.C.

4.2. Arkansas Valley Ditch Association, represented by Bratton & McClow, LLC.

4.3. Board of Water Works of Pueblo, Colorado, represented by Carlson, Hammond & Paddock, LLC.

4.4. Canon City, represented by Krassa, Madsen & Miller, LLC

4.5. City of Florence, represented by Krassa, Madsen & Miller, LLC

4.6. City of La Junta, represented by MacDougal, Woldridge & Worley, P.C.

4.7. City of Pueblo, represented by Holland & Hart LLP

4.8. City of Salida represented by Moses, Wittemyer, Harrison & Woodruff, P.C.

4.9. Colorado Canal Company, Lake Meredith Reservoir Company, and Lake Henry Reservoir Company, represented by Carlson, Hammond & Paddock, LLC.

4.10. Colorado Division of Wildlife, represented by the Office of the Attorney General.

4.11. Colorado Division of Parks and Outdoor Recreation, represented by the Office of the Attorney General.

4.12. Colorado Springs Utilities, represented by Carlson, Hammond & Paddock, LLC.

4.13. District 67 Irrigation Canals Association, represented by Shinn Steerman & Shinn.

4.14. East Twin Lakes Ditches and Water Works, *pro se.*

4.15. Fort Lyon Canal Company, represented by Lefferdink Law Office, LLC.

4.16. Holbrook Mutual Irrigating Company, represented by Michael L. Nicklos.

4.17. Lake County Board of Commissioners, represented by Felt, Monson & Culichia, LLC

4.18. Public Service Company of Colorado, represented by Ryley, Carlock & Applewhite.

4.19. Pueblo West Metropolitan District, represented by Krassa & Miller, LLC

4.20. St. Charles Mesa Water District, represented by Holland & Hart LLP

4.21. Southeastern Colorado Water Conservancy District, represented by Burns, Figa & Will, P.C.

4.22. Upper Arkansas Water Conservancy District, represented by MacDougal, Woldridge & Worley, P.C.

The time for filing statements of opposition has now expired.

5. Various parties resolved or discontinued their opposition of this matter prior to trial.

5.1. The following parties withdrew their statements of opposition

5.1.1. East Twin Lakes Ditches & Water Works, Inc.

5.1.2. Pueblo West Metropolitan District

5.2. Applicants have reached a stipulated settlement in this matter with the following parties:

5.2.1. City of Pueblo

5.2.2. Board of Water Works of Pueblo, Colorado

5.2.3. Colorado Springs Utilities

5.2.4. Colorado Canal Company, Lake Henry Reservoir Company and Lake Meredith Reservoir Company

5.2.5. Arkansas Valley Ditch Association

5.2.6. Southeastern Colorado Water Conservancy District

5.2.7. Upper Arkansas Water Conservancy District

5.2.8. City of Salida

5.2.9. Public Service Company of Colorado

5.2.10. Holbrook Mutual Irrigating Company

5.2.11. Fort Lyon Canal Company

5.2.12. District 67 Irrigation Canals Association

5.2.13. Arkansas River Outfitters Association, represented

5.2.14. City of Florence

5.2.15. City of La Junta

5.2.16. Cañon City

5.2.17. Colorado Division of Wildlife

5.2.18. Colorado Division of Parks and Outdoor Recreation

5.2.19. City of La Junta

5.2.20. Lake County Board of Commissioners

6. The land and water rights involved herein are not included within the boundaries of any designated ground water basin. The rights requested herein do not require the construction of any new wells.

7. The Division Engineer for Water Division 2 issued on September 30, 2002 his Summary of Consultation held on March 6, 2002. No response to said summary of consultation was necessary, and the issues raised therein have been adequately addressed in this Decree.

8. Aurora is a Colorado municipal corporation whose boundaries currently encompass land located within the South Platte River Basin in the counties of Adams, Arapahoe and Douglas. The Applicant owns and maintains facilities to provide municipal water service to the citizens within its municipal boundaries as they now exist and as they may exist in the future, as well as to those with whom it has agreements for water service.

   8.1. Aurora, either individually or in cooperation with others, is the owner of numerous water rights and water diversion and storage facilities that either arise in or are located within the Arkansas River and Colorado River Basins. Water from the Colorado River Basin facilities flows through, and from time-to-time is stored in facilities located within the Arkansas River Basin. Water from the Arkansas River Basin and the Colorado River Basin that is brought to the Arkansas River Basin is conveyed via pipeline to the South Platte basin for storage and beneficial use.

9. Aurora's municipal water demand has continued to grow, and Aurora has demonstrated a need for, and a non-speculative intent to appropriate, the rights of exchange for which confirmation is sought herein in order to more efficiently move its water to locations from which it can be transported to its place of use.

10. Aurora has initiated the following conditional appropriative rights of exchange:

10.1. Location of structures involved in exchanges:

10.1.1. Pueblo Reservoir. The Pueblo Reservoir is located in all or portions of Sections 7, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 20 South, Range 66 West, and Sections 1, 2, 3, 4, 5, 9, 10 and 11, in Township 21 South, Range 66 West, and Sections 5, 8, 9, 13, 14, 15, 16, 22, 23, 24 and 25, in Township 20 South, Range 67 West, all in the 6th P.M. in Pueblo County, Colorado. The Pueblo Reservoir Dam axis and the center line of the Arkansas River intersect at a point in Section 36, Township 20 South, Range 66 West of the 6th P.M., from which the Northeast corner of said Section bears North 61° 21' 20" East, a distance of 2,511.05', all more particularly described in the decree in Case No. B-42135, District Court, Pueblo County, Colorado.

10.1.2. The Arkansas River at the Lake Meredith Reservoir Outlet Canal ("Outlet Canal"). Waters released from Lake Meredith Reservoir are carried through the Lake Meredith Reservoir Outlet Canal to a point in the South Half of Section 21, Township 22 South, Range 57 West of the 6th P.M., where they can be released to the Holbrook Canal and/or discharged into the Fort Lyon Storage Canal whence they are carried southeasterly approximately one-half mile in the Fort Lyon Storage Canal to a point at which they either continue in said Fort Lyon Storage Canal or are discharged through a headgate on its Southerly bank in the Southwest Quarter of Section 22, Township 22 South, Range 57 West of the 6th P.M., in Crowley County, Colorado whence they travel South-Southeast approximately one mile to discharge into the Arkansas River in the NW1/4 of the SE1/4 of Section 22, Township 22 South, Range 57 West of the 6th P.M., in Otero County, Colorado.

10.1.3. Lake Meredith Reservoir: Lake Meredith Reservoir is located in all or portions of Sections 15, 16, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32 and 33 in Township 21 South, Range 56 West, Sections 1 and 12 in Township 22 South, Range 57 West, Section 6 in Township 22 South, Range 56 West, and in Sections 24, 25 and 36 in Township 21 South, Range 57 West, all from the 6th P.M., in Crowley County, Colorado. Lake Meredith Reservoir dam axis and the centerline of the outlet canal intersect at a point located in the NW1/4 of the SW1/4 of Section 12,

Township 22 South, Range 57 West of the 6th P.M., at a point from which the West Quarter Corner of said Section 12 bears North 27° 14' West a distance of 564.30 feet.

10.1.4. Lake Henry Reservoir: Lake Henry Reservoir is located in all or portions of Sections 31 and 32, Township 20 South, Range 56 West, and Sections 5 and 6, Township 21 South, Range 56 West, all from the 6th P.M., in Crowley County, Colorado; the primary outlet works for Lake Henry Reservoir are located in the South Half of said Section 6 and the Lake Henry Reservoir dam axis and the centerline of the outlet canal intersect at a point on the West line of the Southeast Quarter of said Section 6 a distance of 512 feet South of the center of Section 6, Township 21 South, Range 56 West of the 6th P.M., in Crowley County, Colorado.

10.1.5. Twin Lakes Reservoir: Twin Lakes Reservoir is located in all or portions of Sections 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 30 Township 11 South, Range 80 West, and Sections 24 and 25, Township 11 South, Range 81 West, all from the 6th P.M., in Lake County, Colorado. The Twin Lakes dam axis and the centerline of Lake Creek intersect at a point whence the SE corner of Section 23, Township 11 South, Range 80 West of the 6th P.M. bears south 54 degrees, 13 minutes, 8 seconds East, a distance of 3,803.10 feet, as more particularly described in the decree in Civil Action No. 5141, District Court, Chaffee County, Colorado.

10.1.6. Box Creek Reservoir: Box Creek Reservoir will be constructed on the channel of Box Creek, and will include all or portions of Sections 32 and 33, Township 10 South, Range 80 West, 6th P.M. and Sections 4 and 5, Township 11 South, Range 80 West, 6th P.M., in Lake County, Colorado. The exact location of Box Creek Reservoir Dam is subject to change based upon refinement of engineering analyses, however, Aurora anticipates that the Box Creek dam axis will intersect the centerline of the Box Creek valley within 500 feet of a point approximately 2000 feet west and 300 feet south of the northeast corner of said Section 4, Township 11 South, Range 80 West, 6th P.M.

10.1.7. Arkansas River Intake: The Intake is to be located in Sections 22, 27 and 34, Township 10 South, Range 80 West and Section 3, Township 11 South, Range 80 West, of the 6th P.M., in Lake County, Colorado.

10.1.8. Derry Ditch No. 1: The headgate for the Derry No. 1 Ditch is on the Right bank of the Arkansas River at a point whence the ¼ corner of Section 16, T 10 S, R 80 W, of the 6th P.M. bears S. 22 degrees, 1 minute E 3,753 feet, in Lake County, Colorado.

10.1.9. Upper River Ditch: The point of diversion for the Upper River Ditch is on the west bank of the Arkansas River at point whence the S.E. corner of Section 16, T 10 S., R. 80 W., of the 6th P.M. bears S. 23 degrees, 28 minutes E, 2008.5 feet, in Lake County, Colorado.

10.1.10. Confluence of Lake Creek and the Arkansas River ("LC/AR Confluence"): This confluence is located in the NW ¼, SE1/4, Section 24, Township 11 South, Range 80 West, of the 6th P.M., in Lake County, Colorado.

10.2. Description of Exchanges: Aurora will operate appropriative rights of exchange from each of the following Exchange-From Points to each of the following Exchange-To Points, the locations of which are more specifically described above:

10.2.1. Exchange From Points:

10.2.1.1. Pueblo Reservoir

10.2.1.2. Outlet Canal (the point of release for waters placed in Lakes Henry and Meredith)

10.2.1.3. LC/AR Confluence

10.2.2. Exchange To Points:

10.2.2.1. Box Creek Reservoir

10.2.2.2. Arkansas River Intake

10.2.2.3. Upper River Ditch

10.2.2.4. Derry No. 1 Ditch

10.2.2.5. Twin Lakes Reservoir

10.3. Source of Substitute Supply for Exchanges:

10.3.1. Rocky Ford Ditch Transfer I: The historic consumptive use water diverted and stored in Pueblo Reservoir under 466.48 shares of the Rocky Ford Ditch Company. The water right represented by the 466.48 shares is Priority No. 1, decreed in the original adjudication for former Water District 17, on April 8, 1905, for 111.76 cfs with an appropriation date of May 15, 1874. These shares were decreed for a water rights change in Water Division 2, Case No. 83-CW-18, and also subsequently decreed for exchange in Water Division 2, Case No. 87-CW-63.

10.3.2. Rocky Ford Ditch Transfer II: The historic consumptive use water diverted and stored in Pueblo Reservoir, and diverted at the Colorado Canal Headgate and stored in Lake Henry Reservoir or Lake Meredith Reservoir under 288.274 shares of the Rocky Ford Ditch Company. Aurora has purchased these 288.274 shares of the total 800 outstanding shares of capital stock of the Rocky Ford Ditch Company. The water rights represented by the 288.274 shares are a portion of Priority No. 1, decreed in the original adjudication for former Water District 17, on April 8, 1905, for 111.76 cfs with an appropriation date of May 15, 1874, and Priority No. 14, decreed in the same adjudication for 96.54 cfs with an appropriation date of May 6, 1890. These water rights are also the subject of the following cases in Water Division 2: The change of water rights decreed in Case No. 99CW169(A), the application for Case No. 99CW169(B) that remains pending as of the date of this decree **[?]**, and the decrees entered in Cases No. 99CW170(A) & 99CW170(B).

10.3.3. Colorado Canal System: The water rights associated with 14,225.38 shares of Colorado Canal Company stock, 13,061.8 shares of Lake Meredith Reservoir Company stock and 1,163.58 shares of Lake Henry Reservoir Company Stock owned by Aurora. The water rights associated with each of the three companies were the subject of Water Division 2, Case Nos. 84CW62, 84CW63 and 84CW64, which actions permitted *inter alia,* storage thereof at Pueblo Reservoir, Lake Henry and Lake Meredith.

10.3.4. Upper Arkansas Ranch Rights: The consumptive use associated with the historic irrigation of several ranches in the upper Arkansas River basin. These water rights are further described in the decrees in Cases No. W-4799, 82CW182, 89CW42, 98CW137(A) and 98CW137(B), all in Water Division No. 2.

10.4. Appropriation Date: Aurora initiated the foregoing conditional appropriations by completing a valid "First Step" on December 17, 2001. Aurora did so through the following actions taken on or before that date: The enactment of Resolution No. R2001-81 of the City Council of the City of Aurora dated December 17, 2001 evincing the City's intent to appropriate the exchanges described herein; field surveys and the posting of signs upon the land commencing on December 12, 2001, and filing the application in this matter.

10.5. Uses: The water diverted by exchange may be used for any purpose for which the water given as a substitute supply was decreed. These uses include municipal and domestic purposes including, but not limited to, fire protection, sanitary, irrigation, commercial, manufacturing, mechanical and industrial use, recreational purposes, creation and maintenance of wetlands, stock

watering, fish and wildlife propagation, allowable in-stream uses, if any, snowmaking, revegetation, storage and maintenance of storage reserves, for augmentation, further exchange and replacement purposes, and for use and reuse until extinction.

10.6. Place of Use: The water rights that are the subject of this Application are intended for use in or for the benefit of Aurora's municipal service areas, as they may exist from time to time, and any place capable of being served from the Box Creek Reservoir or Box Creek Reservoir Arkansas River Intake. The lands currently within Aurora's municipal boundaries are located in the South Platte Basin and lie within Townships 2 and 3 South, Ranges 64, 65, 66 and 67 West, 6th P.M., in Adams County; Townships 4 and 5 South, Ranges 64, 65, 66 and 67 West, 6th P.M. in Arapahoe County; and, Township 6 South, Ranges 65 and 66 West, 6th P.M., in Douglas County.

10.7. Maximum Rates of Exchange: At times when there is a live stream between the following structures, Aurora will operate, when in priority, and subject to the terms and conditions contained in paragraph 14 of this decree, the following individual exchanges up to a maximum of the amounts stated:

10.7.1. Exchanges on the Arkansas River mainstem, being those from the Outlet Canal, Pueblo Reservoir, and/or LC/AR Confluence to the Arkansas River Intake, the Upper River Ditch, and/or the Derry No. 1 Ditch, shall be limited to no more than 200 c.f.s.

10.7.2. Exchanges that extend up Lake Creek, involving diversions at Twin Lakes Reservoir, shall be limited to no more than 200 c.f.s.

10.7.3. Exchanges that extend up Box Creek, involving diversions at Box Creek Reservoir itself, shall be limited to no more than 50 c.f.s.

11. **Can & Will**: Based on the following findings, the Court finds that Aurora has demonstrated a substantial probability that the conditional exchanges sought to be confirmed herein can and will be completed, and that water can and will be put to beneficial use within a reasonable time. The Court further finds that operation of the exchange rights will depend upon water demands of Aurora that will fluctuate from year to year and additionally will vary with the availability of exchange potential in the stream. Accordingly, the Court will not arbitrarily establish a time for which Aurora must make absolute the entire amount of exchange requested. Rather, the timing of that process is best treated as provided in C.R.S. § 37-92-301(4).

11.1. Existence of Unappropriated Exchange Potential: Aurora's engineering analyses have shown, and the Court finds, that there is sufficient unappropriated exchange potential within the exchange reaches defined above for Aurora to operate the exchanges described herein.

11.2. Use of Lands and Facilities: Although a present right to use all lands and facilities involved in an appropriation is not required for the issuance of a conditional decree, Aurora has obtained a number of rights that bear on its ability to complete the appropriation:

11.2.1. Aurora owns nearly all of the site on which the Box Creek Reservoir will be constructed. In addition, Aurora owns or holds a sufficient property interest in the land on which the Arkansas River Intake to Box Creek Reservoir will be located, and the land on which the Upper River Ditch and the Derry Ditch No. 1 are located, to allow their use as points of diversion into Box Creek Reservoir.

11.2.2. Aurora owns rights to store water in Twin Lakes Reservoir by virtue of its ownership of 2,458.475 shares of Twin Lakes Reservoir and Canal Company which company, through agreements with the United States Bureau of Reclamation may store water, including water rights owned by its shareholders, in Twin Lakes Reservoir.

11.2.3. Aurora is a 50% co-owner of the Otero Pump Station.

11.2.4. Pueblo Reservoir is owned and operated by the United States as part of the Fryingpan-Arkansas Project. The United States of America and the City of Aurora have entered into Contract No. 07XX60010 dated September 12, 2007, denominated "Contract between the United States of America and the City of Aurora, Colorado for the Use of Excess Capacity in the Facilities of the Fryingpan-Arkansas Project.

11.2.5. Aurora owns rights to use the Colorado Canal and related storage facilities by virtue of its ownership of 14,225.38 shares of Colorado Canal Company, 1,163.58 shares of Lake Henry Reservoir Company of 13,061.80 shares of Lake Meredith Reservoir Company (collectively the "Colorado Canal Companies").

11.3. Need: To the extent need for the appropriation is a factor bearing on the "Can & Will" analysis, Aurora has demonstrated such a need as described in paragraph 9, above.

11.4. Technical Feasibility: The only structures involved in these exchanges that are not already in existence are Box Creek Reservoir, and its Arkansas River Intake. Engineering evaluations indicate that there are no geotechnical barriers to constructing those facilities.

11.5. Financial Feasibility: Aurora's Utilities Enterprise has the ability to raise capital through operating revenues, and if necessary, through issuing bonds.

Aurora has sufficient economic means to pay for the construction of any necessary facilities that are not yet in existence.

11.6. Regulatory Feasibility: Aurora has not been denied any governmental permit or approval that it must obtain to complete the subject appropriations. Aurora acknowledges the likelihood that, under currently existing federal law, a permit pursuant Section 404 of the Clean Water Act will be necessary for the construction of Box Creek Reservoir. The foregoing notwithstanding, the permits required for construction of Box Creek Reservoir will be determined in accordance with the law in effect at the time of Aurora's application therefor. Nothing in this decree expands, narrows or in any manner affects the authority of any governmental entity or agency, including Aurora, with regard to the applicability or issuance of any permit, or the obligations imposed thereunder.

11.7. The decree in Case No. 87CW63 provides, in Paragraph 1010:

> In order to obtain a further decree from this Court for use or exchange of Arkansas River Basin Water, except decrees for reasonable diligence or making absolute the rights herein decreed, Aurora must demonstrate diligent efforts in the continued pursuit of its plans to reuse, directly or by exchange, its return flows attributable to reusable water sources to the extent allowed by law.

Aurora has complied fully with this requirement, has demonstrated diligent efforts in the continued pursuit of its plans to reuse, directly or by exchange, its return flows attributable to reusable water sources to the extent allowed by law. In addition, Aurora has entered a Memorandum of Understanding with the Southeastern Colorado and Upper Arkansas Water Conservancy Districts, dated October 3, 2003, which further describes reuse activities in which Aurora is now engaged, and may engage in the future. The Court finds that as of the date of the Decree herein, Aurora is entitled to this further decree for exchange of Arkansas River Basin Water.

12. The exchange appropriations being confirmed herein are part of an extensive integrated system for gathering, treatment and distribution of water operated by Aurora. The operation of these exchanges is not only dependent upon Aurora's demand and the stream exchange potential available, but, is also affected by the yield of other water rights and exchanges currently operated by Aurora. The existence of these other water rights and exchanges are necessary in order to allow Aurora to plan for growth and maintain flexibility and reliability in its water supply system. Therefore, based on the foregoing, for the purposes of showing diligence and completion of the appropriative right of exchange requested, diligence as to any part of the Aurora water rights system which is used to operate or benefits from the

exchanges involved herein shall be considered in finding reasonable diligence as to the completion of the appropriative rights of exchange herein decreed.

13. None of the Exchange-From Points listed in Paragraph 10.2 is a waste water treatment plant (WWTP), and under this Decree, Aurora will not exchange WWTP return flows for Arkansas River water. Present evidence of water quality measurements demonstrates that, subject to the terms and conditions herein, the water to be released as substitute supply is of a quality and quantity sufficient to meet the requirements for which the water of senior appropriators who will receive such substitute supply has normally been put, and that the operation of these exchanges will therefore comply with C.R.S. § 37-80-120(3) and C.R.S. § 37-92-305(5). In the future, the State Engineer will make such determinations as to the quality, quantity, and continuity of the substitute supply as C.R.S. § 37-80-120(3) may require in order to protect the existing uses of senior appropriations. Aurora agrees to provide to any party, upon their request, any information or data it develops or obtains concerning water quality in or below the reaches of the exchanges herein decreed throughout the retained jurisdiction period. Aurora and Southeastern shall cooperate in the long-term water quality monitoring program that is currently administered by the Southeastern District as required by the intergovernmental agreement between them dated October 3, 2003.

14. **Terms and Conditions:** If the exchanges described above are operated in accordance with the terms and conditions set forth below, no injury will result to the owners of, or persons entitled to use water under other vested water rights or decreed conditional water rights.

    14.1. Aurora shall not operate the exchanges decreed herein so as to prevent any intervening water right senior to the priority of these exchanges, including any other appropriative right of exchange decreed to be senior to these exchanges, from diverting the amount of water to which it would have been legally entitled in the absence of these exchanges, subject, however, to the requirements of C.R.S. § 37-92-102(2)(b).

    14.2. Aurora shall be allowed to divert at the Exchange-To Points individually or collectively only the amount of water placed in the Arkansas River at the Exchange-From Points. In the administration of these exchanges, due regard shall be given to the time required for water to travel between the Exchange-To and Exchange-From Points.

    14.3. Aurora shall not make any exchanges under the rights granted by this Decree during the winter storage season of November 15th through March 14th of each water year.

    14.4. In addition to observing the maximum rates of exchange set forth in paragraph 10.7 above, Aurora shall not operate in such a manner as to cause the

exchanges confirmed herein, in combination with the diversions pursuant to the decrees in Case Nos. 87CW63, 99CW170(A), 99CW170(B), and diversions, if any at alternate points of diversion upstream of Pueblo Reservoir under any decree entered in Case No. 99CW169(B) [1] to exceed the following maximum cumulative diversion rates:

Twin Lakes Reservoir	500
Upper River Ditch	200
Derry Ditch No. 1	200
Box Creek Reservoir	50
Arkansas River Intake	200

Amounts exchanged or diverted upstream of Pueblo Reservoir pursuant to Case Nos. 87CW63, 99CW169 and 99CW170(A & B) will be subtracted from the above stated maximum exchange rates to determine the remaining amount of exchange rate available for the operation of the rights herein decreed.

14.5. Any exchange into Twin Lakes Reservoir may be operated only to the extent the flow in Lake Creek below the reservoir equals or exceeds the 15.0 c.f.s. minimum stream flow decreed in Water Division 2, Case No. W-4271.

14.6. Aurora has agreed that these exchanges shall not be operated so as to reduce the rate of flow in the main stem of the Arkansas River, at the discharge of the Fremont ~~County~~ Sanitation District Wastewater Treatment Plant, which treatment plant is located in NE¼, Section 23, Township 19 South, Range 69 West, 6th P.M., to less than 190.0 cfs. While this condition has been included in certain prior exchange decrees, the Court makes no finding as to whether this provision is otherwise necessary to prevent injury to vested water rights.

14.7. Aurora has agreed that these exchanges shall not be operated so as to reduce the rate of flows in the main stem of the Arkansas River immediately above the discharge of the Salida Wastewater Treatment Plant, located on the Arkansas River at Latitude 38° 30' 55" North, Longitude 105° 58' 29" West in the NE¼, Section 9, Township 49 North, Range 9 East, N.M.P.M. (6608 County Road 2, approximately 1 mile southeast of Salida, Colorado), to less than 240.0 cfs for the period September through June or less than 260.0 cfs for the period July through August. While this condition has been included in certain prior exchange decrees, the Court makes no finding as to whether this provision is otherwise necessary to prevent injury to vested water rights.

[1] Upon the occurrence of certain conditions stated in that Intergovernmental Agreement dated October 3, 2002 between Aurora and the Southeastern Colorado Water Conservancy District, Part B of Case No. 99CW169 will be dismissed. In that event, there will be no diversions pursuant to 99CW169(B).

14.8. The total operation rate of any exchanges decreed herein plus the rate of any exchanges operated pursuant to the decrees entered or that may hereafter be entered in Case Nos. 87CW63, 99CW170(A) and 99CW170(B), and the rate of diversions, if any, at any alternate points of diversion upstream of Pueblo Reservoir under any decree entered in Case No. 99CW169(B) (see footnote 1), will be reduced during the period July 1st through August 15th to the extent necessary to prevent the rate of flow from falling below 700 c.f.s in the main stem of the Arkansas River at Gauge identification number 07093700 - Arkansas River Near Wellsville, Colorado - located at Latitude 83 30' 10", Longitude 105 56' 21" ("Wellsville Gauge"). During the period from August 16 to June 30, the total operation rate of any exchanges decreed herein plus the rate of any exchanges operated pursuant to the decrees entered or that may hereafter be entered in Case Nos. 87CW63, 99CW170(A) and 99CW170(B) and/or alternate point diversions upstream of Pueblo Reservoir pursuant to the decree, if any, that may hereafter be entered in Case No. 99CW169(B) shall not exceed the maximum rate of diversion given in the following table when flows in the main stem of the Arkansas River at the Wellsville Gauge ("Gauge Flows") are at the following levels:

Gauge Flow c.f.s.	Maximum Rate of Diversion c.f.s.
0 - 239	0
240 – 499	50
500 - 999	75
1,000 - 1,499	125
1,500 - 1,999	175
2,000 - 2,999	250
3,000 & above	500

14.9. Exchanges into a reservoir or facility shall not exceed the rate of flow that would have been released from the receiving reservoir or facility had no exchange been made and had no storage right junior to the priority of this exchange been exercised to store water in the receiving reservoir or facility. Such rate of flow includes the rates of inflow to the reservoir in excess of the outlet capacity that would otherwise be stored inadvertently. The rate at which water is released from reservoirs for exchange shall be subject to control by the Division Engineer pursuant to C.R.S. § 37-87-102(4).

14.10. Aurora's exchanges from the Outlet Canal pursuant to this decree will be subject to the following terms and conditions:

14.10.1. Aurora will not exchange water from the Outlet Canal pursuant to this Decree when flows at the USGS Gauge at Avondale (USGS Gauge No. 07109500) are, or to the extent such exchanges will cause such flows at the Avondale Gauge to be, less than 500 cfs of native water (i.e., excluding reservoir releases).

14.10.2. Aurora will not exchange water from the Outlet Canal pursuant to this Decree when flows below the Pueblo Reservoir outlet, including Fish Hatchery releases are less than 100 c.f.s, or to the extent such exchanges will cause such flows below Pueblo Reservoir to be less than 100 cfs.

14.10.3. The exchanges approved herein from the Outlet Canal to the Exchange To Points described in paragraph 10.2.2 of this decree shall be subject to Aurora's obligations under the Intergovernmental Agreement between the Cities of Pueblo, Fountain, Colorado Springs and Aurora, the Southeastern Colorado Water Conservancy District and the Board of Water Works of Pueblo, effective May 27, 2004, as such Agreement may be amended from time to time ("Regional IGA"). A copy of the Regional IGA is attached to the stipulation between Aurora and the City of Pueblo dated October 5, 2004 and filed with the Water Court in this proceeding.

14.10.4. Aurora's exchanges from the Outlet Canal decreed herein shall be operated only during the months of May, June, July and August.

14.10.5. Aurora shall be allowed to operate the exchanges decreed herein from the Outlet Canal only when Aurora has in storage in Pueblo Reservoir a volume of water equivalent to the total amount that will be exchanged from the Outlet Canal during the three day period commencing on the day the exchange begins, or in the alternative, the flow at the Wellsville Gage is at least 900 cfs and the operation of this exchange would not reduce the flow at the Wellsville Gage below 900 cfs.

14.11. The United States Bureau of Reclamation ("Reclamation") currently operates Twin Lakes and Turquoise Reservoirs so as to manage flows in the Arkansas River above Pueblo Reservoir for recreational and fishery purposes, while fully satisfying the primary purposes of the Fryingpan-Arkansas Project and other existing contractual obligations (including renewals of existing contractual obligations), pursuant to its concurrence with recommendations of the Colorado Department of Natural Resources ("CDNR") made after CDNR's consultation with the Southeastern Colorado Water Conservancy District (the "Upper Arkansas River Voluntary Flow Management Program").

At times that such an Upper Arkansas River Voluntary Flow Management Program (whether agreed to on an annual or other basis) is in effect:

14.11.1. Aurora shall not exercise its appropriative rights of exchange pursuant to this decree at times when the United States is releasing water from either Twin Lakes or Turquoise Reservoirs pursuant to such program; and

14.11.2. Aurora shall consult with Reclamation prior to exercising its appropriative right of exchange pursuant to this decree, and shall not exercise its right of exchange in such a manner as to trigger releases of water from either Twin Lakes or Turquoise Reservoirs pursuant to such program; and

14.11.3. Aurora shall limit its exchanges (other than contract exchanges) to one receiving facility at a time.

14.11.4. Aurora will bear appropriate evaporation, leakage and overtopping charges for any of its water stored in any facilities operated by the Bureau of Reclamation. Aurora recognizes that such charges can reduce the amount of its water available for exchange.

The limitations of this subparagraph 14.11. shall not be interpreted to preclude any contractual limitation or requirement affecting Aurora's exchanges herein decreed.

14.12. Aurora will provide the Office of Division Engineer for Water Division 2 any notice said Office may require prior to operating the exchange rights herein decreed.

14.13. The following limitations apply to Aurora's rights to use certain of the structures referenced herein:

14.13.1. In those instances in which Aurora's right to use a structure is not derived from a property interest in that structure, Aurora shall exchange or store water into such structure only so long as it has consent of the owner(s) of such structure, and such use is within the effective time period of such consent. Aurora recognizes Pueblo, and Twin Lakes Reservoirs are owned, in whole or in part, and operated as part of the Fryingpan-Arkansas Project by the U.S. Bureau of Reclamation. Any use of the Fryingpan-Arkansas Project facilities by Aurora, for storage, exchange or otherwise, will occur only with the written permission of the owner of said reservoirs, and will be made consistent with such policies, procedures, contracts, charges and terms as may be lawfully determined by the U.S. Bureau

of Reclamation or its successors in interest in their good faith discretion.

14.13.1.1. This Decree does not give Aurora any rights to ownership or use of any Fryingpan-Arkansas Project structure, or any rights of ownership or rights to purchase or receive allocation of Fryingpan-Arkansas Project water or return flows from Fryingpan-Arkansas Project water, and does not alter any existing rights (including any right to renew existing contracts) Aurora may otherwise have. Moreover, Aurora shall not operate the rights decreed herein in a manner that would interfere with the lawful operation of the Fryingpan-Arkansas Project. This Decree (or any omission herefrom) shall not be interpreted to limit or diminish any existing absolute or conditional water rights of any party including the Southeastern Colorado Water Conservancy District senior to the priority of the appropriation confirmed herein.

14.13.1.2. Entry of a decree in this matter has no effect on the authority of the United States to regulate and/or deny use of federal facilities of the Bureau of Reclamation. Aurora recognizes that the consideration of and action on requests for any necessary federal contracts and authorizations shall be carried out pursuant to all pertinent statutes, regulations and policies applicable to the occupancy and use of Bureau of Reclamation facilities, including, but not limited to General Reclamation Law, Fryingpan-Arkansas Project authorization legislation, the National Environmental Policy Act, and the Endangered Species Act.

14.13.1.3. Aurora agrees that the entry of this decree shall not in any way limit or affect the authority of the Bureau of Reclamation with respect to the agency's consideration of and action on such requests for contracts, approvals, or authorizations. Aurora and the United States recognize that the authority of the Bureau of Reclamation to impose terms and conditions, and/or deny such requested contracts, approvals or authorizations, is not in any way limited, affected or enhanced by entry of this decree or by agreements between Aurora and others to which the United States is not a party.

14.13.1.4. Excepting rights that it presently has, or any renewals of such present rights, Aurora acknowledges that it cannot use Fryingpan-Arkansas Project facilities as contemplated under

this decree until and unless it applies for and obtains any approval of the Bureau of Reclamation necessary to allow it to store water in or utilize those facilities and satisfies the terms and conditions imposed by such approvals and/or authorizations.

14.13.2. Pueblo Reservoir: Pueblo Reservoir is owned and operated as part of the Fryingpan-Arkansas Project by the United States. Aurora acknowledges that entry of a decree in this matter in and of itself does not create any right, title or interest in the use of Pueblo Reservoir. In addition:

14.13.2.1. Any use of Fryingpan-Arkansas Project facilities must be pursuant to contract with the United States Department of the Interior, Bureau of Reclamation, and Aurora. Aurora further acknowledges that it has no right to the use of the Pueblo Reservoir beyond that granted by any such contract. Aurora's water stored in the presently existing capacity of Pueblo Reservoir is subject to evacuation in accordance with Bureau of Reclamation Contract No. 5-07-70-W0086, Article 13.(a).1., as amended, between the Southeastern Colorado Water Conservancy District and the Bureau of Reclamation, or the parallel provision of any successor contract governing the evacuation of water stored in the presently existing capacity of Pueblo Reservoir.

14.13.2.2. Use of Pueblo Reservoir is governed by federal law, and administered by the United States Department of Interior, Bureau of Reclamation. Aurora and the Southeastern Colorado Water Conservancy District have entered into an agreement on certain conditions affecting Aurora's use of Pueblo Reservoir, identified as the "Intergovernmental Agreement Between the Southeastern Colorado Water Conservancy District and the City of Aurora," dated October 3, 2003, and may enter into future agreements on such conditions. Such agreements bind Aurora and the Southeastern Colorado Water Conservancy District, but are not binding in any way upon the United States.

14.13.3. Aurora's operations in Twin Lakes Reservoir will be in compliance with the Twin Lakes Reservoir and Canal Company By-laws.

14.13.4. Aurora's operations using facilities of the Colorado Canal Companies will be in accordance with their Articles of Incorporation, Bylaws and Operating Policies.

14.14. The Division Engineer, or his designee, which may be Aurora, shall tabulate daily and report monthly the amount of water exchanged pursuant to this Decree, for each of the structures involved. The Division Engineer, or its designee, shall further prepare a report by January 31st of each year summarizing the information contained in the monthly reports for the previous calendar year. The accounting for the exchange granted herein shall be accomplished by the Division Engineer, or his designee, pursuant to the accounting form approved by said Division Engineer, said form may be revised from time to time by the Division Engineer as necessary. Copies of any reports filed or prepared pursuant to this Decree shall be provided to any other party in this matter and the U.S. Bureau of Reclamation upon their request.

14.15. Except as to Box Creek Reservoir and the Arkansas River Intake for that reservoir, gauges and measuring facilities and equipment already exist at the various diversion, storage, and release structures involved in these exchanges and within the affected stream reaches sufficient to provide the information necessary to administer the exchange for which confirmation is sought herein. The Division Engineer and all parties to this matter have timely access to the subject stream information. As to Box Creek Reservoir and the Arkansas River Intake, Aurora will install appropriate measuring devices, and shall account for and report its diversions as required by the office of the Division Engineer for Water Division 2 using accounting forms approved by that office.

14.16. Aurora and St. Charles Mesa agree that, so long as St. Charles Mesa's primary point of diversion during the irrigation season remains the Bessemer Ditch (located in the NW ¼ of Sectoin 6, Township 21 South, Range 64 West, 6th P.M., at a point 6 feet North and 5 feet East of the SW corner of Lot 22, Block 32, Stanton and Snyder's Subdivision according to the plat, thereof from which the NW corner of Section 6 bears North 09°03'01" west a distance of 1864.84 feet), ("Pump Station"), if at any time when St. Charles Mesa is diverting at the Pump Station the flow of the Arkansas River at the USGS gauging station at Moffat Street ("Moffat Gauge") is less than 50 cfs and the specific conductance of water in the Arkansas River at the Moffat Gauge is greater than 800 US/CM, St. Charles Mesa may request Aurora not to exercise the Subject Exchanges so as to cause the flow in the Arkansas River at the Moffat Gauge to fall below 50 cfs. Upon receipt of such a request from St. Charles Mesa, Aurora shall reduce its diversions under those rights decreed herein that exchange through the river reach in which the Pump Station is located to the extent necessary to prevent the flow of the Arkansas River at the Moffat Gauge from dropping below 50 cfs.

II. CONCLUSIONS OF LAW

15. The foregoing Findings of Fact are incorporated into these Conclusions of Law to the extent they constitute conclusions of law.

16. This Court has jurisdiction over the subject matter of this case, to enter the decree requested, and over all persons affected thereby, whether they appeared or not. This is a "water matter" as described in C.R.S. §§ 37-92-101, et seq.

17. The exchanges described in the foregoing Findings of Fact, are appropriative water rights, with a date of appropriation and, like other appropriative water rights, must be adjudicated and exercised in accordance with their priority vis-à-vis other decreed exchanges.

18. This Application was properly filed with the Water Court pursuant to C.R.S. § 37-92-302(1)(a). Timely statements of opposition were filed by the parties specified hereinabove. The time for filing additional statement of opposition or to intervene has expired.

19. Full and adequate notice of the claims adjudicated herein has been given in the manner required by law.

20. Aurora has met all required standards and burdens of proof necessary to adjudicate the requested exchanges, and is, therefore, entitled to a conditional decree confirming and approving its requested appropriative rights of exchange.

21. When Aurora operates its exchanges in accordance with the terms and conditions described herein, no owner of or persons entitled to use water under a vested water right or a decreed conditional water right will be injured.

22. The subject exchanges are part of a unified extensive system for gathering, treatment and distribution of water. Aurora's ability to complete and make absolute the appropriative right of exchange granted herein is dependent in large part on several factors set forth in the Findings of Fact, therefore, based on the foregoing Findings of Fact, for purposes of showing diligence and completing the appropriative rights of exchange, diligence as to any part of the Aurora water rights system which is used to operate or benefit from the exchange herein granted may be considered diligence as to completion of the appropriative right of exchange.

23. Conclusions regarding the "can and will" requirement of C.R.S. § 37-92-305(9)(b):

    23.1. Although evidence as to an applicant's right to use a particular diversion facility is relevant to the "can and will" inquiry, an applicant is not required to show a present right to use a diversion facility in order to obtain or to continue a conditional water right. *City of Lafayette v. New Anderson Ditch Co.*, 962 P.2d 955, 962 (Colo. 1998).

23.2. Similarly, the absence of governmental permits or approvals that are critical to the completion of the appropriation is not, of itself, a sufficient basis to deny an application to confirm or continue a conditional water right except in instances where such governmental permit or approval has been sought and finally denied. C.R.S. § 37-92-301(4)(c); *West Elk Ranch v. United States*, 65 P.3d 479, 482-83 (Colo. 2002).

23.3. Moreover, the "can and will" requirement should not be applied rigidly to defeat beneficial uses when the applicant can demonstrate a nonspeculative intent to complete the appropriation for a beneficial use, nor should it be applied to prevent on technical grounds an appropriation that would serve the goal of maximum utilization of the state's water resources. *Municipal Subdistrict, Northern Colorado Water Conservancy District v. Oxy USA, Inc.*, 990 P.2d 701, 708, fn. 3 (Colo.1999); *City of Thornton v. Bijou Irr. Co.*, 926 P.2d 1, 43, fn. 31, (Colo.1996).

24. The operation of an exchange will not result in water quality injury provided that the water given as a substitute supply is of a quality that meets the requirements for the uses to which the water has normally been put by the senior appropriators who receive that substitute supply. *City of Thornton v. City & County of Denver*, 44 P.3d 1019, 1030 (Colo. 2002). C.R.S. §§ 37-92-305(5), 37-80-120(3).

25. Exchange appropriations are not subject to the retained jurisdiction provision of C.R.S. § 37-92-304(6). *City of Florence v. Pueblo Board of Water Works*, 793 P.2d 148, 152 (Colo. 1990).

26. The stipulations entered in this case are approved and shall bind and benefit the parties to the stipulations. Except as expressly provided in this Decree, the parties in this case, other than the signatories to these stipulations are neither bound by, nor do they benefit from, these stipulations.

III. JUDGMENT AND DECREE

27. The foregoing Findings of Fact and Conclusions of Law are incorporated as part of this Judgment and Decree.

28. Aurora's appropriation of the exchanges described above are hereby confirmed, subject to the terms and conditions stated herein.

29. The conditional rights of exchange confirmed herein were applied for in 2001, and shall be administered as junior to all exchanges decreed as being senior to that date.

30. Aurora has entered into the stipulations listed in paragraph 5.2, above. These stipulations are hereby approved and they shall bind and benefit Aurora and the other parties thereto. Except as expressly provided in this Decree, the parties in this case

other than the signatories to these stipulations are neither bound by, nor do they benefit from these stipulations.

31. So long as Aurora desires to maintain the conditional rights of exchange decreed herein, it shall file with the Water Clerk an application for hexennial finding of reasonable diligence on or before the last day of _____, 201__ and thereafter as provided by law until a determination is made that such conditional rights have become absolute or have been abandoned.

32. Despite the law stated in paragraph 25 above, opposers have requested, and Applicant has agreed, that for the period of time stated below, the Court shall retain jurisdiction over this case pursuant to C.R.S. § 37-92-304(6) for the purpose of reconsidering the question of injury to vested or conditionally decreed senior water rights, including whether the quality of the water substituted pursuant to the operation of the exchange rights herein decreed meets the requirements of use for which the water of senior appropriators has normally been put as stated by C.R.S. § 37-80-120(3) and C.R.S. §37-92-305(5). As a result, with regard to water quality the Court's retained jurisdiction is limited to the protection of uses of water as they were decreed on the date of appropriation of these exchanges, and to the extent those uses receive Aurora's substitute supply in the operation of these exchanges.

    32.1. The period of retained jurisdiction in this case shall be governed by, and shall terminate at the same time as, the retained jurisdiction in the related Case No. 99CW170(A).

    32.2. A party seeking to invoke retained jurisdiction shall have the burden of establishing a prima facie case that such material injury is being caused by the quality of Aurora's substitute supply failing to meet the requirements of use of senior water rights receiving that substitute supply, or that senior rights are being deprived of the amount of water they would otherwise be allowed to divert in the absence of the exchange. If such burden is met the Applicant shall have the ultimate burden of either proving no such injury is occurring, or providing terms and conditions to prevent such injury.

33. A certified copy of this Decree may be recorded in the offices of the county clerk and recorder for the above-captioned counties.

34. There being no just reason for delay, the Water Court directs that final judgment enter as set forth above, in accordance with C.R.C.P. 54(b), as to the claims set forth in the Application and addressed in this Decree.

Done this _____ day of _____, 200__.

Mardell R. DiDomenico
Water Referee
Water Division 2

DECREE

THE COURT FINDS THAT NO PROTEST WAS FILED IN THIS MATTER.
THE FOREGOING RULING IS CONFIRMED AND APPROVED AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Done this _____ day of _____, 20__.

BY THE COURT:

_____
C. Dennis Maes
Water Judge
Water Division 2

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN AURORA AND LAKE COUNTY CONCERNING LAKE COUNTY AUGMENTATION PLAN, PROVISION OF STORAGE, AND TERMINATION OF OPTIONS

This Amended Intergovernmental Agreement ("Amended IGA" or "Amended Agreement") is made and entered into this 18 day of April, 2014, by and between the City of Aurora, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("City" or "Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and the Board of Commissioners of Lake County ("the County" or "Lake County") Colorado, whose address is 505 Harrison Avenue, Leadville, Colorado (collectively, "the Parties").

WHEREAS, Aurora and Lake County on April 15, 1998 entered into an agreement entitled "Water Rights and Land Purchase and Sale Agreement with Options," recorded April 22, 1998 at Book 532 Page 836, Recordation No. 316672 (1998 Option Agreement), which included *inter alia* the following provisions:

I. an option to Lake County to purchase 10% of the water rights of the Hayden Ranch, which the Parties agree represents 82.8 acre-feet of average annual yield (subject to minor reductions due to administrative commitments);

II. expiration December 31, 2020 unless extended;

III. purchase price to exercise Lake County's option of, initially, $2,500 per acre foot, adjustable based on the Consumer Price Index, which the Parties agree results in an adjusted price in 2010 of approximately $3,300 per acre foot;

IV. use by Lake County of 20 acre-feet of Aurora's storage space in Upper Arkansas River Basin facilities for five (5) years following exercise of the ranch purchase option, which use did not occur during the identified time period;

V. an option for the County to purchase certain land;

VI. a joint study for ultimate use of the ranch lands following the water transfer, that triggered the beginning of the Lake County Open Space Initiative;

WHEREAS, the Parties acknowledge that the Parkville Water District ("Parkville") supplies municipal water to Leadville, Colorado and a small amount of land outside Leadville's boundaries;

WHEREAS, Lake County wishes to develop a county-wide augmentation plan to facilitate new development occurring within Lake County but outside the boundaries of Parkville;

WHEREAS, storage is often a necessary component of an augmentation plan;

WHEREAS, Aurora plans to construct the Box Creek Reservoir facility ("Box Creek"), as said facility is described in the Decree for exchange rights, Water Division 2, Case No. 01CW145, and as said facility to be located within the Box Creek drainage basin in Lake County, Colorado may be further defined in future proceedings;

WHEREAS, as part of the first phase of constructing Box Creek, Aurora may build a forebay upon the Hallenbeck Ranch Land described in the 2001 Option Agreement discussed hereinbelow or upon another location;

WHEREAS, Aurora owns certain shares of the Twin Lakes Reservoir and Canal Company ("Twin Lakes"), consisting in part of a Transbasin Water Component (water from tributaries of the Colorado River in Water Division 5, for irrigation, domestic, commercial, industrial, irrigation, municipal and all beneficial uses) that the Parties believe is available for 100 percent consumptive use and reuse and available for augmentation, and Aurora also owns other sources of transbasin water from Water Division 5, specifically shares of Busk-Ivanhoe Inc., shares of Fremont Pass Ditch Company and one-half of the Homestake project that the Parties also believe are available for 100 percent consumptive use and reuse and available for augmentation;

WHEREAS, Aurora and Lake County entered into a Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado acting by and through its Utility Enterprise, dated January 8, 2001, recorded at the Lake County Clerk and Recorder's Office at Book 556 Page 503, Reception Number 325384, and the Extension of Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado, Acting By and Through its Utility Enterprise, recorded December 19, 2001, Book 566 Page 416, Reception No. 327730 (together, the 2001 Option Agreement) and Aurora exercised its option via that certain Contract to Buy and Sell Real Estate between Aurora and Lake County dated November 21, 2002 that resulted in the recording of the following executed documents in the Lake County, Colorado Clerk & Recorder's Office: Warranty Deed Book, 580 Page 114 *et seq.*, Easement and Covenant Agreement Book 580 Page 122 *et seq.* and Quitclaim Deed to Extinguish Reversionary Clause Book 580 Page 134 *et seq.*;

WHEREAS, the 2001 Option Agreement includes *inter alia,* the following provisions:

I. Lake County has a first right to repurchase if Aurora disposes of or sells the Hallenbeck Ranch (sometimes also spelled Hallenback Ranch and Hollenbeck Ranch), and

II. Lake County can obtain use of certain operational storage space in completed water storage facilities that Aurora might construct on the Hallenbeck Ranch.

WHEREAS, Aurora was granted decrees in Water Division 2 on May 4, 2004, Case No. 98CW137(A), and in Case No. 98CW137(B) on June 13, 2005, *inter alia,* changing the uses of various Hayden Ranch water rights;

WHEREAS, Aurora has been using the changed Hayden Ranch water rights since the aforementioned cases were decreed;

WHEREAS, Lake County is a Colorado county;

WHEREAS, the City of Aurora is a home-rule city in Colorado;

WHEREAS, Intergovernmental agreements are authorized by Article XIV, § 18, Colorado Constitution and C.R.S. § 29-1-203, 2009;

WHEREAS, Lake County and Aurora entered into an Intergovernmental Agreement dated June 20, 2011("2011 IGA") concerning the subjects addressed herein but those parties now wish to amend and replace their previous 2011 agreement with this Amended IGA.

NOW, THEREFORE, in consideration of the promises, covenants, agreements, and representations contained in this Amended Agreement, the adequacy and sufficiency of which are confessed by the Parties, the Parties agree as follows:

A. <u>Water Supply Provisions</u>

1. Option relinquished. Subject to the provisions of paragraph 3 of the 2011 IGA, Lake County relinquishes the option to purchase from Aurora ten percent (10%) of the Hayden Ranch water rights, which option it obtained from Aurora in the 1998 Option Agreement.

2. **Aurora payment.** Pursuant to the 2011 IGA, Aurora paid to Lake County the sum of Two Hundred Thousand Dollars ($200,000) to assist the County with the cost of timely completion of water court proceedings in Water Division 2, Case No. 98CW173, in which the County applied to change Lake County's Derry #2 and #3 water rights from agricultural use to municipal and other uses as well as for a plan for augmentation and other rights. Reference in this Amended IGA to Case No. 98CW173 includes any amendments thereto and any successor, supplemental or substitute case or cases for the change of Lake County's Derry #2 and #3 water rights as well as for any Lake County plan for augmentation using these or other rights. If Case No. 98CW173 is brought to conclusion for less than $200,000, Lake County may retain the difference between its expenses in Case No. 98CW173 and $200,000. However, if completion of Case No. 98CW173 requires more than $200,000 from Lake County, such excess amounts are the responsibility of Lake County.

3. **Aurora to supply transbasin water to meet 40 acre-feet of County demand.** For Lake County's domestic, commercial, industrial, irrigation and municipal use, Aurora will provide annually up to forty (40) acre-feet of water derived exclusively from imports from Water Division 5. The water will be available for delivery between March 15th and May 31st or other dates mutually agreed upon by each party's water operations managers. Aurora's supply of water to Lake County pursuant to this Amended IGA is limited to Water Division 5 transbasin sources and no other sources. Thus Lake County bears the risk of any shortages if the yield of Aurora's Water Division 5 transbasin sources is below levels anticipated. If it is held as a final un-appealable determination by a Court of competent jurisdiction that Water Division 5 transbasin water to be supplied by Aurora pursuant to this paragraph 3 cannot be used by Lake County in Case No. 98CW173 or any other plan for augmentation to serve areas within Lake County, then Aurora will not supply said water and Lake County will relinquish only one-half of the option to purchase from Aurora Hayden Ranch water rights (i.e. five percent (5%)) as described in paragraph 1 of this Amended IGA. In any event Lake County will tender to Aurora the appropriate relinquishment of the Hayden Ranch water rights option due Aurora within sixty (60) days of entry of said final un-appealable determination in Case No. 98CW173.

4. **Discretionary delivery point.** The delivery point for the water derived from Aurora's Division 5 transbasin sources will be, at Aurora's discretion, either the Twin Lakes Reservoir or the confluence of Lake Creek and the Arkansas River, both of which are located in Lake County, Colorado (both

locations referred to hereafter as the "Alternate Delivery Points"). The Parties believe that delivery at either point will meet Lake County's domestic, commercial, industrial, irrigation and municipal needs.

5. Discretionary additional water leasing or exchange contracts allowed by separate agreement. Aurora may lease additional water to Lake County or contract to exchange water within Lake County for Lake County's needs at the sole discretion of the City. Any such lease of additional water or contract for exchange, if any, will be by separate agreement, terms and conditions to be negotiated at the time any such lease is sought except that any such lease or contract will have a primary term of five-years and will be renewable upon the mutual discretionary agreement of the parties for a secondary term of another five-years. Any such agreement for a secondary term may be made by the water managers of the respective parties.

6. County to abide by applicable laws, decrees, and by-laws in using water. Lake County will not put the water delivered under this Amended Agreement to any use, or to use at any place, that violates any decree of a court of competent jurisdiction or the Bylaws of any mutual ditch company, or both such decree and By-laws.

B. Storage Provisions

Initial Temporary Storage Provisions

7. Storage for water. Subject to the further provisions of this paragraph, until either 1) ten (10) years from January 1, 2013, or 2) the date of the final un-appealable decree in Case No. 98CW173, whichever date first occurs, Aurora will make available to Lake County storage for the water supplied pursuant to paragraph 3 of this Amended IGA, that is, forty (40) acre-feet. The water will not be carried over by Aurora from year to year in any of Aurora's storage space. If the water supplied pursuant to paragraph 3 of this Amended IGA cannot be used by Lake County in Case No. 98CW173 or any other plan for augmentation to serve areas within Lake County as described in paragraph 3 of this Amended IGA, then the volume of storage space that Aurora will make available for the subject period contemplated by paragraphs 7 – 8.1 of this Amended IGA will be the lesser of either 20 acre-feet or the volume of the average annual consumptive use yield of the County's Derry #2 and #3 water rights after the change adjudication contemplated in paragraph 2 of this Amended IGA, and as determined in said adjudication.

7.1. At Aurora's discretion, said storage may be in Twin Lakes Reservoir or elsewhere.

7.2. At Aurora's discretion, delivery of water will be made at one of the Alternate Delivery Points.

8. Temporary storage dependent on payment. Subject to its annual appropriations, Lake County will pay to Aurora by May 1st each year the operations and maintenance ("O & M") fees associated with Initial Temporary Storage for the County, as stated below; however, should Lake County, for lack of an appropriation or otherwise, fail to pay the O & M fees, Aurora will not deliver water that calendar year.

8.1. O & M fees will be those annual assessments imposed by Twin Lakes on Aurora as a shareholder, pro-rated to the amount of storage afforded to Lake County. By way of example and not limitation, if 40 acre-feet of storage is associated with a certain number of shares of Twin Lakes stock, the O & M charge would be calculated by multiplying that certain number times the annual per-share assessment, then pro-rated as stated in this subparagraph 8.1. Aurora will advise Lake County of Twin Lakes' per-share O & M assessment by February 28 each year.

Intermediate Temporary Storage Provisions

9. Ultimate Controlling Authority Concerning Storage Built upon Hallenbeck Ranch Land. Paragraphs 7 – 14 of this Amended IGA address Initial and Intermediate Temporary Storage Provisions. The Parties acknowledge that the 2001 Option Agreement states that Aurora will provide permanent use of operational storage space in any water storage facility Aurora completes upon the Hallenbeck Ranch Land described in said 2001 Option Agreement. If the potential storage that is contemplated by Paragraph 10 of this Amended IGA is completed by Aurora upon the Hallenbeck Ranch Land described in the 2001 Option Agreement, then upon such completion the provision of the 2001 Option Agreement will override, control and extinguish the storage provisions in paragraphs 10 – 14 of this Amended IGA.

10. Potential forebay storage. If Aurora builds a forebay to Box Creek, Lake County may store water in this forebay for twenty (20) years after this forebay

is on-line for storage or until Box Creek is completely built and on-line for storage, whichever first occurs.

10.1 Subject to the terms and payment provision hereof, upon completion of the Box Creek forebay discussed in paragraph 10 of this Amended IGA (if any), for a cost equal to the expenses of Aurora's operation and maintenance of the facility pro-rated to the percentage of the facility used to store water on behalf of the County, Lake County will be provided the opportunity to store at least sixty (60) acre-feet of storage and, if this completed forebay is at least 150 acre-feet in size, then Lake County may have the opportunity to store for itself up to seventy-five (75) acre-feet of its water as provided for in paragraph 10 of this Amended IGA.

11. The 20 years of storage opportunity provided to Lake County in the forebay discussed in paragraph 10 of this Amended IGA could provide up to a maximum of 30 years of storage opportunity if circumstances are such that it is sequentially added to the initial 10 year period of paragraph 7 of this Amended IGA. The parties expect that permanent storage would be available should Box Creek reservoir be built, as is the subject of a previous agreement (the 2001 Option Agreement).

12. License and permit contingency. If Aurora is unable to obtain any one or more of the local, state or national permits and licenses necessary to construct and bring online for water storage either any forebay or reservoir of Box Creek, then Aurora will not be obligated to make any water storage available to Lake County beyond the initial storage period set forth in Paragraph 7 of this Amended IGA.

13. Intermediate temporary storage dependent on payment and other provisions. Subject to its annual appropriations, Lake County will reimburse Aurora annually for the O & M costs associated with storage for the County in any forebay; however, should Lake County, for lack of an appropriation or otherwise, fail to reimburse, Aurora will not deliver water that calendar year.

13.1. As to water stored by Aurora for the benefit of Lake County in the Box Creek forebay, Aurora will calculate the O &M cost for the preceding calendar year by January 31. From this calculation Lake County will be assessed its pro rata charges by February 28th each year and Lake County

will pay the same by May 1st each year. This annual assessment will be the charge for the current calendar year usage.

13.2. O & M costs will be assessed annually and not pro-rated for a lesser period of time.

13.3. Lake County may use the intermediate temporary storage space in its discretion for the benefit of Lake County however, the storage space may not be sold or leased without first obtaining the permission of Aurora which permission will not be unreasonably withheld if such space is to be used by either Parkville or another governmental entity with the responsibility of supplying water within Lake County, Colorado. Aurora will have the right to use for its own purposes, without charge, on an annual basis, any space not in use by Lake County or allowed successor.

14. Storage and delivery flexibility. For purposes of the Lake County storage provisions of this Amended Agreement, Aurora may store water in any facility so long as the City can legally deliver water to the locations of the Alternate Delivery Points.

C. Releases

15. Initial releases of water. For an initial ten (10) year period Aurora will make releases of water from Twin Lakes at the Alternate Delivery Points meet the scheduled domestic, commercial, industrial, irrigation and municipal obligations of Lake County.

15.1 Until storage is available in either the forebay reservoir of Box Creek, or some other location mutually agreed upon by the Parties, Aurora will release at the Alternate Delivery Points.

15.2. After storage is available in the forebay or reservoir of Box Creek, or both, Aurora will, at its discretion, deliver or exchange water to one of these storage vessels, from which vessel releases of the forty (40) acre-feet of Water Division 5 transbasin water for use by and for Lake County.

D. Lake County Water Court Proceedings

16. Pending Lake County Applications. Lake County presently has two applications pending in Water Division 2, Cases No. 98CW173 (plan for

augmentation, exchanges, changes of Derry #2 and #3 water rights from agricultural use to municipal use) and No. 95CW216(E) (changes in points of diversion and alternate points for some of the Hallenbeck Ranch water rights). As to these cases, the Parties agree that Aurora will limit its participation to the protection of the City's water rights, and will endorse the relief requested in No. 98CW173 to the maximum extent compatible with protecting Aurora's water rights. The Parties further agree as follows:

16.1. Case No. 98CW173: Lake County will as soon as reasonably possible use its best efforts to complete all hydrological and related engineering necessary for the adjudication in Water Division 2 of Case No. 98CW173, utilizing funds from Aurora as agreed above, and such funds from other sources as may be necessary to complete the case. Aurora's financial support to Lake County in Case No. 98CW173 shall be limited to the funds agreed at paragraph 2 of this Amended IGA.

16.2. Case 95CW216(E): Lake County, in view of this Amended Agreement's provision of other means to meet the County's water needs, will withdraw its Application in this case upon the issuance of a decree in Water Division 2, Case No. 98CW173.

17. Limitations on Statements of Opposition in new water matters. So long as Aurora is providing the Initial Temporary Storage pursuant to paragraphs 7 – 9.1 of this Amended IGA, Lake County will not file statements of opposition in any new water matters in which Aurora is an applicant and Aurora will not file statements of opposition in any new water matters in which Lake County is an applicant.

18. Future proceedings related to Box Creek. Consistent with the provisions of paragraph 22 hereinbelow Lake County will join as a party or otherwise support (excluding monetary support or supplying land) Aurora in those water court proceedings, state administrative proceedings, federal administrative proceedings, and appeals from the same, which are necessary to enable Box Creek to be realized.

E. Hallenbeck Ranch Repurchase Provision and USFS/BLM Acquisition:

19. Release of first right of repurchase. Lake County, pursuant to the 2011 IGA, released Aurora from the "First Right of Repurchase" provision in the 2001 Option Agreement with respect to any lands on the Hallenbeck Ranch that

Aurora determines it needs for a land exchange with the U.S. Forest Service ("USFS"), the Bureau of Land Management ("BLM"), or both.

20. Support for land acquisition. Lake County will support (excluding monetary support or supplying land) the acquisition of the parcels requested by Aurora from either the USFS or the BLM through a land exchange or other methods.

F. Aurora Water Court Case No 2001CW145 and future Box Creek cases:

21. Stipulation in Case No. 01CW145; future diligence cases. At the time Lake County entered into the 2011 IGA, Lake County executed a Stipulation in Aurora's Water Division No. 2, Case No. 01CW145, commonly referred to as the Box Creek Exchange Case, Lake County agrees not to object in future diligence proceedings regarding the rights awarded in said case.

22. Lake County's Position Regarding Box Creek. The Parties' positions regarding Aurora's building and operating of Box Creek facilities (which specifically exclude Lake County providing monetary support or supplying land), including but not limited to the construction of any forebay storage facility as a first phase of Box Creek, remains as stated in paragraph 18 of the Land Purchase Option Agreement Between the Lake County, Colorado Board of Commissioners and the City of Aurora, Colorado acting by and through its Utility Enterprise, dated January 8, 2001, recorded at the Lake County Clerk and Recorder's Office at Book 556 Page 503, Reception Number 325384. That paragraph 18 states:

> To the extent permitted by law, and so long as not inconsistent with its regulatory rights and responsibilities as provided by state and local law, Lake County will agree to: 1) cooperate with Aurora as necessary to facilitate the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands; 2) appear at Aurora's expense, as a co-applicant with Aurora in any action or proceeding related to the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands; and, 3) cooperate with Aurora in connection with the obtaining of any and all necessary permits, easements or water right changes in any way related to the development of a water storage facility upon the Hallenbeck or Hayden Ranch lands. Nothing stated in this paragraph will be interpreted or construed as: 1) an abrogation or diminution of Lake County's "1041" powers provided by state law and local regulation; 2) obligating Lake

County to approve a "1041" permit for Aurora with respect to the development of any potential water storage facility upon the Hallenbeck or Hayden Ranch lands; or, 3) limiting or restricting in any manner Lake County's lawful power to require Aurora to perform mitigation necessary in connection with the possible issuance of a "1041" permit with respect to the development of a potential water storage facility upon the Hallenbeck or Hayden Ranch lands.

G. Public Access to Aurora Properties for Recreational Use:

23. Reasonable public access to Hayden River Parcel. For so long as Aurora is providing Initial or Intermediate Temporary Storage, Aurora will provide reasonable public access to the Hayden River parcel ("River Parcel"), as described on attached Exhibit A, for fishing and non-motorized recreational use by the public during times the parties agree may be appropriate for such use. Aurora may provide this access as the land owner or grant an access license on an annual basis to Lake County or other arrangement by mutual agreement of the parties.

24. Annual license, terms. Should Lake County be granted an annual access license, any such access license will contain reasonable provisions for management and protection of the properties and protection from liability on the property. Terms of such access license shall include, but not be limited to, the following obligations of Lake County and subject to its annual appropriations, Lake County will pay for the following; however, should Lake County fail to pay for lack of an appropriation or otherwise any license will be immediately rescinded:

24.1 Obtain and maintain a policy of insurance that in Aurora's good faith assessment is sufficient to protect the City;

24.2 Provide police, fire and medical emergency services to the River Parcel;

24.3 Maintain and replace all recreational facilities on the River Parcel at its own cost and at no cost to Aurora, whether said facilities are constructed by the County after the access license is granted, or present at the time the license enters into effect;

24.4 Obtain consent from Aurora before constructing any additional recreational facilities, which consent shall not be unreasonably withheld;

24.5 Indemnify and hold harmless Aurora, its officers, employees, and agents, against any and all claims, damages, actions, or causes of action to which it, or they, may be subjected by reason of the County's recreational use and management for recreational use of the River Parcel, whether by reason of work done or omission by the County, its agents or employees, in connection with their entry onto the River Parcel, and their permission or encouragement of others to enter onto the River Parcel. If the County delegates the operation and management of the River Parcel for recreation or any other licensed purpose, the County shall notify Aurora and shall incorporate the stipulations and conditions of this Amended Agreement into the contract specifications, and, if required by Aurora, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with a company satisfactory to Aurora, which will protect Aurora from any loss or damage resulting from the work performed by, or the omissions of, the contractor.

25. Suspension of access. Any access license issued by Aurora to Lake County shall be subject to subordinate to 1) any remediation activities of the Environmental Protection Agency on the site; 2) development of any forebay and associated facilities including inflow/outflow activities by Aurora and its contractors; and, 3) any other activities which would render public access to the River Parcel inconsistent with safe and prudent land management or the safety of the public, or both.

26. Continuing responsibility for maintaining recreational facilities. Notwithstanding that actual recreational access may be denied from time to time for the reasons specified in paragraph 25 of this Amended IGA, the County shall be responsible for maintaining recreational facilities on the River Parcel.

H. <u>General Provisions</u>.

27. Venue governing law, modification not intended. The forum for resolution of any dispute resulting in litigation regarding this Amended IGA shall be as provided by the Colorado Rules of Civil Procedure and Colorado Revised Statutes. This Amended IGA shall be governed by and construed under the laws of the State of Colorado. The parties shall not be deemed to have agreed that the benefits and obligations created by this Amended IGA have been

modified as a result of any amendment hereafter made to the Constitution or laws of the State of Colorado, or to the Charter of the City of Aurora unless agreed to by the City Council and Board of Commissioners.

28. Representation of County. Lake County represents and warrants that the execution and performance of this Amended IGA will not violate any provisions of its statutory authority or rules and regulations, and that the terms of this Amended IGA shall be binding on subsequent Boards of County Commissioners.

29. Representation of City. The City represents and warrants that the execution and performance of this Amended IGA will not violate any provisions of its Charter, ordinances, or covenants contained in any indenture governing the issuance and sale of the bonds of the City, or the pledging of its revenues, and that the terms of this Amended IGA shall be binding on subsequent Councils.

30. Notice. For purposes of notice pursuant to this Amended IGA, the Parties' representatives shall be:

30.1 For Lake County:

Chairman, Board of County Commissioners of Lake County
PO Box 964
Leadville CO 80461

County Attorney for Lake County
PO Box 1977
Leadville CO 80461

30.2 For Aurora:

Director, Water Resources
Aurora Water
15151 E. Alameda Parkway, Suite 3600
Aurora CO 80012

Aurora City Attorney
15151 E. Alameda Parkway, Suite 5300
Aurora CO 80012.

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given when given personally or sent by overnight mail, priority

mail, or certified mail, return receipt requested, postage prepaid. Either party hereto may designate a new address by giving written notice thereof to the other party hereto in the aforesaid manner. Notice shall be effective upon receipt.

31. No Assignment or Delegation. Neither party may assign its rights nor delegate its duties hereunder without the prior written consent of the other.

32. Indemnification. To the extent it lawfully may, Lake County shall defend, indemnify, and hold harmless, Aurora and its officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action of a third party which may occur as a result of the storage and release of water, and recreational use of Aurora property, under this Amended IGA, except as to any portion of negligence judicially determined to be caused by Aurora. No provision of this Amended IGA shall be construed as a waiver or release of the immunities, limitations, or defenses afforded to Aurora or Lake County under the Colorado Governmental Immunity Act.

33. Previous Actions and Amendments. Actions pursuant to the 2011 IGA are ratified. However, as of its effective date, this Amended IGA replaces in its entirety the 2011 IGA. Amendments to this Amended IGA shall only be effective if entered into with the same formality as this Amended IGA.

34. Waiver of Rights. The failure of either party to exercise any right under this Amended IGA shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time the right or rights or any other right it may have under this Amended IGA.

35. Headings and Captions. The headings and captions in this document are for convenience of reference only, are not part of this document and shall not define or limit any of the terms or provisions hereof.

36. Failure to Perform Due to Force Majeure. Subject to the terms and conditions in this paragraph, no party to this Amended IGA shall be liable for any delay or failure to perform hereunder due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: (i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (iii) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used

herein force majeure shall mean any delay or failure of a party to perform its obligations hereunder caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) severe cold or hot weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), (o) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises, (p) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation, compact calls, revised compact administration or environmental constraint, imposed by, or in any contract with, any federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, (q) changes in state or federal law or administrative practice concerning water rights administration, water storage, water quality or stream flow requirements, and (r) inability, despite due diligence, to obtain required licenses, permits or approvals.

37. Enforcement. This Amended IGA may be enforced in law or equity, by a decree of specific performance, damages, or such other legal and equitable relief as may be available to a party.

38. Defense Against Third Parties. In the event of litigation by any third party concerning this Amended IGA, and to the extent permitted by law, the Parties agree to jointly defend any such third party action.

39. No Third Party Beneficiaries. Except as otherwise explicitly provided for herein, there are no third party beneficiaries of this Amended IGA. No third party has any right to enforce this Amended IGA.

40. Sole Obligation of Utility Enterprise.

40.1. This Amended IGA shall never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

40.2. In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Amended Agreement, Lake County shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Amended IGA shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

40.3. Aurora represents that this Amended IGA has been duly authorized, executed and delivered by Aurora and constitutes a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

41. No Transfer of Ownership. Except as specifically stated herein nothing in this Amended IGA shall constitute or be interpreted as constituting the transfer of any ownership interests in the infrastructure assets or water rights of the Parties. Each party shall remain individually responsible for the operation, maintenance, repair and replacement of their infrastructure and water rights absent express written agreement to the contrary.

42. Survival of Representations. Each and every covenant, promise, and payment contained in this Amended IGA shall not merge in any deed, assignment, covenant, escrow agreement, easement, option, release, or any other document, but shall survive each nevertheless, and be binding and obligatory upon each of the Parties hereto.

43. Entire Agreement. This Amended IGA represents the entire understanding and agreement of the Parties, supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof, and neither party has relied upon any fact or representation not expressly set forth herein.

44. Multiple Originals. This Amended IGA may be simultaneously executed in any number of counterparts each of which shall be deemed original but all of which constitute one and the same agreement.

45. Non-severability and Affect of Invalidity. Each provision of this Amended IGA is intertwined with and integral to the others and is not severable from the others. If any portion of this Amended IGA is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the Parties will immediately attempt to negotiate either valid alternative portions that as near as possible give effect to any stricken portions or a valid replacement agreement.

46. No Attorney's Fees and Costs. In the event of any litigation arising out of this Amended IGA, the Parties agree that each will be responsible for their own attorney's fees and costs associated with any such legal action.

47. Joint Draft. The Parties agree they drafted this Amended IGA jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Therefore, this Amended IGA shall not be construed for or against a party on the basis of authorship.

48. Intent of IGA. This Amended IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not signatories hereto nor to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of the District, the City, or any other entity, governmental or private, not a party hereto.

49. Non-Business Days. If any date for any action under this Amended IGA falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

50. No Use of Aurora Facilities. Except as described herein no use of any Aurora facility is allowed or conveyed pursuant to this Amended Agreement.

51. Binding Effect. This Amended IGA, when executed, shall be binding upon the respective legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, COLORADO

Michael J. Bordogna, Chair

Dolores M. Semsack, Commissioner

Bruce Hix, Commissioner

ATTEST:

Patricia A. Berger, Clerk & Recorder
Lake County, Colorado; ex-officio
Clerk of said Board

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by Patricia A Berger this 3RD day of December, 2013.

My Commission Expires 04/18/2016
My Commission Expires

Andrea C. Byrne
Notary Public

ANDREA C. BYRNE NOTARY PUBLIC STATE OF COLORADO

CITY OF AURORA COLORADO
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE

Stephen D. Hogan, Mayor — Date: 4/18/14

ATTEST:

Janice Napper, City Clerk — Date: 4/22/14

SEAL

APPROVED AS TO FORM FOR THE CITY Of AURORA, COLORADO,
Acting by and through its Utility Enterprise

Assistant City Attorney — Date: 12/02/2013 — ACS# 13037652

Special Counsel — Date: December 3, 2013

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April, 2014 by Stephen Hogan, Mayor on behalf of the City of Aurora Colorado acting by and though it Utility Enterprise.

Witness my hand and official seal

Notary Public

My Commission Expires: 04/20/2016

SEAL

JEAN M RUSSELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004011854
MY COMMISSION EXPIRES 04/20/2016

EXHIBIT A

"River Parcel"

All of the so-called Hayden Ranch lands transferred to the City of Aurora, Colorado acting by and through its Utility Enterprise by that certain Warranty Deed from Twin Ark Valley Limited, a Colorado Limited Partnership dated April 15, 1998 and recorded on April 22, 1998 in the Lake County, Colorado Clerk & Recorders Office at Reception No. 316674, Book 532, Pages 868 - 876 that lie east of the current location of U.S. Highway 24 in Sections 22, 27, and 34 in Township 10 South, Range 80 West, 6th P.M. and in Sections 2, 3, and 11 in Township 11 South, Range 80 West, 6th P.M., in Lake County, Colorado.

OPERATING AGREEMENT PURSUANT TO AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN AURORA AND LAKE COUNTY DATED APRIL 18, 2014

This Operating Agreement is made pursuant to the Amended Intergovernmental Agreement ("Amended IGA") between the City of Aurora, Colorado, a municipal corporation, acting by and through its Utility Enterprise ("Aurora"), and the Board of Commissioners of Lake County ("Lake County"), which Amended IGA was executed on April 18, 2014.

1. The Amended IGA specifies that Lake County is pursuing development of a Countywide Augmentation Plan and that water storage and release thereof are often parts of any augmentation plan. Said Amended IGA also notes Aurora encourages the County's Augmentation Plan and Aurora agreed to deliver certain amounts of water and provide storage thereof.

2. Amended IGA Paragraph A-3 allows the Parties to agree upon delivery schedules for water as to be arranged by each Parties' Water Operations Managers.

3. Amended IGA Paragraph A-4 discusses the delivery of water to Lake County based upon the Parties' mutual belief at that time that certain specified locations would meet Lake County's needs. Unexpected to both Parties, Lake County encountered opposition in the prosecution of its Augmentation Plan regarding delivery and storage locations, which opposition now requires flexibility in the location of delivery and storage of water by Aurora to Lake County.

4. The Amended IGA further provides during the initial stages of their agreement, water storage for Lake County is to be at a location within Aurora's discretion. The Amended IGA further states that upon building of certain facilities, Aurora may store water in any facility as long as the City can legally deliver such water.

5. The Parties believe the flexibility required is equivalent to an operational clarification that is advantageous to the furthering of the purposes of the Amended IGA. Additionally, the Parties each believe that delivery and storage of water at an additional location, i.e. Turquoise Reservoir in Lake County, will have no adverse impact upon either of them.

6. The respective Water Operation's Managers of the Parties; therefore, agree it is consistent with the Amended IGA that Aurora may provide water releases pursuant to said Amended IGA at any time when requested by Lake County, and that releases of water held in storage by Aurora for Lake County pursuant to the Amended IGA can be made from either Twin Lakes Reservoir or Turquoise Reservoir, which facilities are both located in Lake County.

7. The respective Water Operation's Managers of the Parties specifically agree that nothing in this Operations Agreement in any way changes or modifies the 2014 Amended IGA, rather, this Operating Agreement is merely acknowledgement by each Parties' Water Operations Manager that the timing and location of storage releases will be coordinated between them and may, *inter alia*, allow storage and year round releases from Turquoise Reservoir.

Done this 7th day of December, 2015

Aurora Operations Manager

Marshall Brown, Utilities Director

Lake County Operations Manager

Michael J. Bordegaro, County Commissioner
Print Name *Title*

APPROVED AS TO FORM FOR AURORA

John M. Dingess, Special Counsel

Aurora Water

City of Aurora

Water Resources
15151 E. Alameda Parkway, Ste. 3600
Aurora, Colorado 80012
303.739.7370

Worth Discovering • auroragov.org

Alexandra L. Davis
Aurora Water
15151 E Alameda Dr. Ste. 3600
Aurora, CO 80012

January 25, 2016

Lake County Government
Lake County Board of County Commissioners
505 Harrison Ave.
Leadville, CO 80461

Dear Mr. Bordogna, Mr. Hix, Mrs. Semsack,

Enclosed please find an executed original "Operating Agreement Pursuant to Amended Intergovernmental Agreement between Aurora and Lake County Dated April 18, 2014" acknowledging that the timing and location of water storage releases will be coordinated between each of the Parties and may allow storage and year round releases from Turquoise Reservoir.

It has been a pleasure working with you on this agreement and other efforts in Lake County.

Sincerely,

Alexandra L. Davis

Enclosures: Operating Agreement Pursuant to Amended Intergovernmental Agreement between Aurora and Lake County Dated April 18, 2014

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, concerning appointment and service upon Boards and Commissions and superseding Resolution R95-14.

APPROVED: 10-0, as amended **RESOLUTION NO.: R2001-01**
RECONSIDERATION DATE: 01-29-2001 **EFFECTIVE DATE: 01-08-2001**

♦ b. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the execution of the Redevelopment Agreement between the City, the Aurora Urban Renewal Authority, and Miller Weingarten Realty, LLC.

APPROVED: 10-0 **RESOLUTION NO.: R2001-03**
RECONSIDERATION DATE: WAIVED **EFFECTIVE DATE: 01-08-2001**

♦ c. Consideration to APPROVE A RESOLUTION approving an Intergovernmental Agreement by and between the City of Aurora, Colorado, acting by and through its utility enterprise, and the Board of County Commissioners of Lake County, Colorado, regarding an option to purchase land.

APPROVED: 10-0 **RESOLUTION NO.: R2001-02**
RECONSIDERATION DATE: WAIVED **EFFECTIVE DATE: 01-08-2001**

11. **ORDINANCES FOR INTRODUCTION**

♦ a. Consideration of an ORDINANCE FOR INTRODUCTION adding a definition and Section 146-1669 to the City Code of the City of Aurora, Colorado, relating to temporary outdoor food and/or merchandise establishment or stand regulations and amending Section 146-1731 relating to special use permits.

INTRODUCED: 9-1, amendment defeated, LeGare voting no **ORDINANCE NO.: 2001-01**
PUBLICATION DATE: 01-18-2001 **2ND READING: 01-29-2001**

12. **PLANNING MATTERS**

♦ a. PUBLIC HEARING and consideration of AN ORDINANCE FOR INTRODUCTION rezoning a parcel of land generally located 2 ½ miles east of Airport Boulevard on Highway 30, City of Aurora, County of Arapahoe, State of Colorado, from M-1 (Light Industrial District) to E-470 Corridor Zone District and amending the Aurora Zoning Map accordingly (Anderson Construction Rezone/E-470) 3.8 acres, Case No. 2000-2052-1.

INTRODUCED: 10-0 **ORDINANCE NO.: 2001-02**
PUBLICATION DATE: 01-18-2001 **2ND READING: 01-29-2001**

♦ b. PUBLIC HEARING and consideration of an ORDINANCE FOR INTRODUCTION rezoning a parcel of land generally located at the northwest and southwest corners of E-470 and 6th Avenue Parkway, City of Aurora, County of Arapahoe, State of Colorado, from PD (Planned Development) to E-470 Corridor Zone District and amending the Aurora Zoning Map accordingly (E-470 Authority 6th Avenue Rezone) 59.1142 acres, Case No. 2000-2053-1.

INTRODUCED: 10-0 **ORDINANCE NO.: 2001-03**
PUBLICATION DATE: 01-18-2001 **2ND READING: 01-29-2001**

♦ ***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.***

f. Consideration to EXTEND A CONTRACT with C-West Code Consultants, Inc., Golden, Colorado, in the anticipated amount of $224,000.00, Scott Fazekas and Associates, Inc., Irvine, California, in the anticipated amount of $28,000.00, and Wildan, Phoenix, Arizona, in the anticipated amount of $28,000.00 for plans review services, RFP No. R-1085.

APPROVED: 10-0 **RECONSIDERATION DATE: 12-03-2001**

g. Consideration of an ANNUAL SOLE SOURCE AWARD to Postmaster, Aurora Main, Aurora, Colorado, and Denver Montclair Station, Denver, Colorado, in the anticipated amount of $604,800.00 to cover the cost of mail postage services as required for 2002.

APPROVED: 10-0 **RECONSIDERATION DATE: 12-03-2001**

h. Consideration to APPROVE CHANGE ORDER NO. 11 to Contract No. 00PO0944 to Valley Crest Landscape, Inc., Parker, Colorado, in the amount of $107,766.41 for modifications to the contract at the Aurora Sports Park, Project No. 4883A.

APPROVED: 10-0 **RECONSIDERATION DATE: 12-03-2001**

i. Consideration to APPROVE CHANGE ORDER NO. 6 to Contract No. 99P0583 to Wenk Associates, Denver, Colorado, in the amount of $60,000.00 for additional design and construction administration services for the Aurora Sports Park, Project No. R-1062.

APPROVED: 10-0 **RECONSIDERATION DATE: 12-03-2001**

j. Consideration to APPROVE A CONTRACT with KECI Colorado, Inc., Sedalia, Colorado, in the amount of $828,768.00, plus contingency, for the Buckley Road intersections at Hampden, Iliff, and Mississippi, Project No. 97096.

APPROVED: 10-0 **RECONSIDERATION DATE: 12-03-2001**

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City of Aurora, Colorado to accept a dedication of a portion of Gun Club Road and a portion of the multi-use easement from the E-470 Public Highway Authority.

APPROVED: 9-0 **RESOLUTION NO.: R2001-75**
RECONSIDERATION DATE: 12-03-2001 **EFFECTIVE DATE: 11-26-2001**

♦ b. Consideration to APPROVE A RESOLUTION approving an extension of Land Purchase Option Agreement between Lake County Board of County Commissioners and the City of Aurora, Colorado acting by and through its Utility Enterprise.

APPROVED: 9-0 **RESOLUTION NO.: R2001-76**
RECONSIDERATION DATE: 12-03-2001 **EFFECTIVE DATE: 11-26-2001**

♦ ***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.***

Final Ordinances

- i. Consideration of an ORDINANCE FOR FINAL of the City Council of the City of Aurora, Colorado, amending Chapter 130 of the City Code of the City of Aurora, Colorado by the addition of a new Article VII regarding the creation of enhanced taxing areas within the City.

- j. Consideration of an ORDINANCE FOR FINAL of the City Council of the City of Aurora, Colorado, declaring the creation of the Aurora Conference Center Enhanced Taxing Area (No. 1-2011) and submitting to a vote of the registered electors of the area at the Regular Municipal Election of November 1, 2011, questions authorizing the levy of an enhanced lodger's tax and an enhanced sales tax on admissions, all to provide a conference center and related improvements or for any other public purposes permitted by law.

- k. Consideration of an ORDINANCE FOR FINAL of the City Council of the City of Aurora, Colorado, declaring the organization of the Aurora Conference Center General Improvement District (N0. 2-2011) and submitting to a vote of the registered electors of the district at the regular municipal election of November 1, 2011, the ballot questions set forth herein.

- l. Consideration of an ORDINANCE FOR FINAL of the City Council of the City of Aurora, Colorado, amending Section 130-4(A) of the City Code of the City of Aurora, Colorado, regarding the term of tax increment financing in urban renewal areas.

Motion by Markert, second by FitzGerald, to approve item 9i. – 9l

Voting Aye: Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Miller, Peterson, Pierce, Roth

10. **RESOLUTIONS**

- a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the Board of Commissioners of Lake County, Colorado, regarding an Agreement allowing for an Augmentation Plan, Provisions for Storage, and Termination of Options for a cost of $200,000.

Motion by Roth, second by Markert, to approve item 10a.

Voting Aye: Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Miller, Peterson, Pierce, Roth

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

- a. PUBLIC HEARING and Consideration of an ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, submitting to a vote of the registered electors of the proposed Mission Viejo Library General Improvement District (No. 1-2011) at the regular municipal election of November 1, 2011, a question authorizing the organization of the district and the levy of property taxes to provide public library services and improvements within and for the district at the Mission Viejo Library.

Michael Hyman, Assistant City Attorney, gave a presentation of the item.

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

and mail preparation of the Aurora Recreation Guide through December 31, 2014. (B-3992)

Council Member Peterson stated her opposition to the item, noting the cost of printing and mailing was a waste of money and the items should be distributed in specific locations and on the internet for those who were interested in recreation activities in the City.

Council Member Markert noted her appreciation for the home delivery and the opportunity to sell advertising and to provide additional information beyond recreation to Aurora citizens.

Motion by Broom, second by Hunter Holen, to approve item 9f.

Voting Aye: Mayor Hogan, Berzins, Broom, Hunter Holen, LeGare, Markert, Pierce, Roth

Voting Nay: Mounier, Peterson

g. Consideration to AWARD A SINGLE SOURCE CONTRACT to National Meter and Automation, Inc., Centennial, Colorado in the amount of $568,301.00 for the purchase of Badger water meters for 2014.

h. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with General Air Service & Supply Co. Inc., Denver, Colorado in the not-to-exceed amount of $94,000.00 to purchase the liquid carbon dioxide chemical for the Binney Water Purification Facility as required through December 31, 2014. (B-3994)

i. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to MTech Mechanical Technologies Group, Westminster, Colorado in the not-to-exceed amount of $219,200.00 to perform scheduled maintenance and on-call repair services for HVAC systems in Aurora Water facilities through November 2014. (R-1617)

j. Consideration to AWARD A SINGLE SOURCE Contract to the Aurora Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed $400,000 for services to retain, expand, and attract companies and employment within the City of Aurora

Motion by Peterson, second by Broom, to approve items 9g – 9j.

Voting Aye: Mayor Hogan, Berzins, Broom, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

10. **RESOLUTIONS**

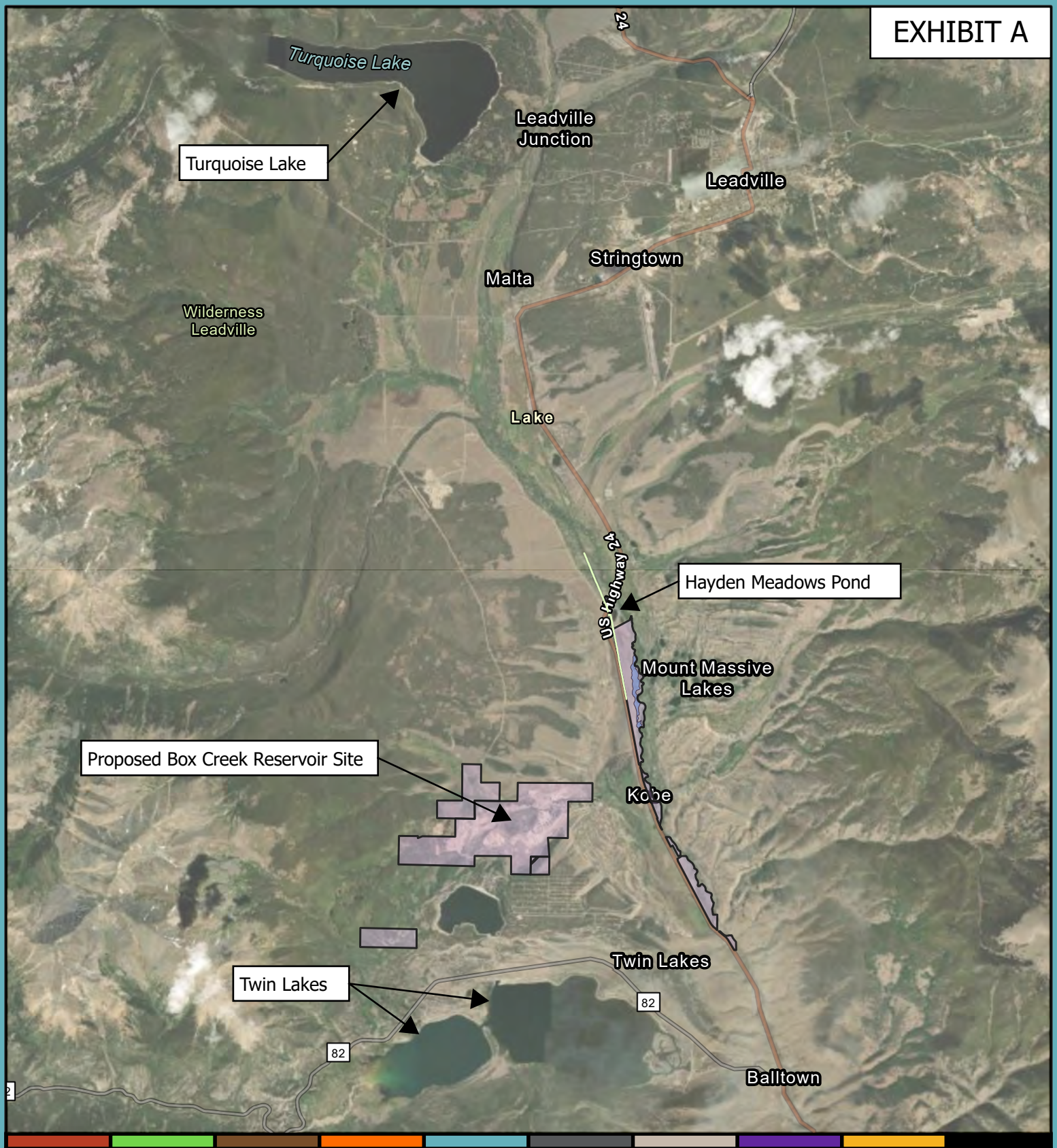
♦ a. **R2013-79**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the amended and restated 2011 agreement between the City of Aurora, acting by and through its Utility Enterprise, and the Board of Commissioners of Lake County.
Deferred at the 11-25-13 meeting

Motion by Roth, second by LeGare, to approve item 10a.

Voting Aye: Berzins, Broom, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

♦ b. **R2013-82**

♦ ***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.***



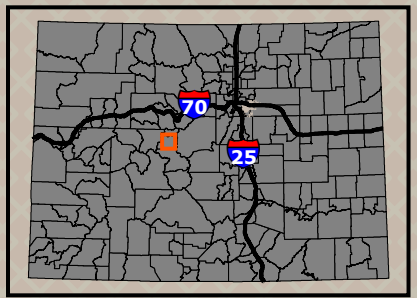
Lake County IGA Map

Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org

Aurora is Worth Discovering!

July 1, 2026



Legend

- Upper River Ditch
- Aurora Owned Properties

Miles 0 1 2 4

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) Between the City, Aurora Urban Renewal Authority (AURA) and the Point Metropolitan District
Item Initiator: Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development
Staff Source/Legal Source: Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/26/2026

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)

R2026-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND THE POINT METROPOLITAN DISTRICT, REGARDING MAINTENANCE OBLIGATIONS IN THE POINT METROPOLITAN DISTRICT
Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy 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 Point Metropolitan District (the "District"), established ten years ago, is within the Point at Nine Mile Station development located at the northeast corner of Parker Road and Peoria Street. The City and District are each party to the following two IGAs:

1) "Service Plan" IGA dated December 13, 2016
2) Stomwater Maintenance Agreement dated June 15, 2020.

In August 2016, the City approved the Point Metropolitan District Service Plan which authorizes the District to operate and maintain public improvements only pursuant intergovernmental agreement with the City. The 2016 Service Plan IGA, executed at the beginning of the development project, reinforces this requirement. Now that most of the District's infrastructure has been installed, City staff began drafting a new IGA between the City and the District related to the infrastructure maintenance requirement.

This District is located within the Plaza 1, 2, 3, and 4 Urban Renewal Areas (URAs) which were established in 2015 to eliminate blight and support redevelopment within those URAs. The Aurora Urban Renewal Authority (AURA) has entered into several agreements with the District as well as developers to facilitate and support vertical and horizontal development, including several infrastructure tracts. AURA remains owner of some land within the development, including already built internal streets (Quari Street and Eastman Place) and a future central plaza, intended to be owned and maintained by the District.

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

The existing 2016 Service Plan IGA between the City and District no longer reflects the infrastructure that has been subsequently developed and either amending that IGA or entering into a new IGA is required. The attached draft IGA specifies the infrastructure the District is obligated to operate and maintain.

Due to funding constraints, the District has not yet been able to complete its acquisition of the infrastructure tracts AURA still owns. To authorize and obligate the District to maintain such tracts until ownership is transferred to them, AURA staff consulted with legal counsel to draft a new agreement and concluded it would be practical to incorporate AURA into the pending updated Service Plan IGA between the City and District. Terms added to the IGA include land conveyance details and District maintenance obligations on AURA owned land.

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 approve the resolution and intergovernmental agreement between the City, the Point Metropolitan District and the Aurora Urban Renewal Authority?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (Rulla)

Docusign Envelope ID: 109961E8-671C-8836-821B-5A326832CDA1

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO, THE AURORA URBAN RENEWAL AUTHORITY, AND THE POINT METROPOLITAN DISTRICT REGARDING MAINTENANCE OBLIGATIONS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, COLORADO, a home-rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "City"), the AURORA URBAN RENEWAL AUTHORITY, a political subdivision of the State organized and existing under the Urban Renewal Law of the State ("AURA"), and THE POINT METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City, AURA, and District are each a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City and the District entered into that certain Intergovernmental Agreement between the City of Aurora, Colorado and The Point Metropolitan District, dated December 13, 2016 (the "Service Plan Agreement"); and

WHEREAS, the AURA, MHK Nine Mile, LLC and District intend to enter into that certain Second Amended and Restated Public Finance and Redevelopment Agreement for Plaza 1 Urban Renewal Area concurrently with this Agreement (the "PFRA"); and

WHEREAS, the District has aided in the construction of public infrastructure for the redevelopment of a mixed-use project known as The Point at Nine Mile Station (the "Project") in coordination with the Aurora Urban Renewal Authority and MHK Nine Mile, LLC as the redeveloper of the project; and

WHEREAS, Section V.A.1 of the Model Service Plan for The Point Metropolitan District City of Aurora Colorado, approved August 22, 2016 (the "Service Plan"), and Section 1 of the Service Plan Agreement provide that the District shall not be authorized to operate and maintain any part or all of the Public Improvements (as defined therein) other than park and recreation improvements unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City; and

WHEREAS, as of the date of this Agreement the District owns certain (tracts / parcels) that have been improved to serve the Project; and

WHEREAS, as of the date of this Agreement AURA owns certain (tracts / parcels) that have been or will be improved to serve the Project and will be sold to and maintained by the District; and

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WHEREAS, the Parties desire to authorize the District to operate and maintain certain public improvements within Project for the benefit of the public, residents, and taxpayers thereof in conformance with the Service Plan and this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Service Plan.

2. Operations and Maintenance. The District shall be authorized and obligated to operate and maintain all of the Public Improvements and real property as more particularly described in (i) Exhibit A attached hereto and incorporated herein by this reference, and (ii) described in the Stormwater Maintenance Agreement between the City of Aurora and the District (recorded in the Arapahoe County Clerk and Recorder's office at Reception No. E0073070) (collectively, the "Subject Property"), and all facilities and appurtenances deemed necessary or desirable thereto in the District's discretion, as the same may be repaired, replaced, and reconstructed from time to time.

a. The District shall, at the District's sole cost and expense, keep and maintain the Subject Property and all improvements and fixtures appurtenant thereon in commercially reasonable condition and repair and in accordance with all City ordinances, codes, regulations and requirements as may be amended from time to time.

b. The District represents and warrants that it currently carries general liability insurance coverage in an amount sufficient to cover its obligations under this Agreement and any requirements of the Colorado Governmental Immunity Act. Upon request, the District shall provide the City with a certified copy of its policy of insurance or a certificate evidencing such insurance that names the City as an additional insured and provides that such policy shall not be cancelled or amended without thirty (30) days prior written notice to the City.

c. The District shall not permit or allow any mechanic's, materialman's, or other lien to be placed against any Subject Property owned in fee by the City or AURA in connection with work or services claimed to have been performed for, or materials claimed to have been furnished to, the District. If any such lien is recorded, the District shall cause the same to be released of record by bonding or other means within thirty (30) days of its recordation.

3. Tracts A, B, and D. The District will acquire from AURA Tracts A, B and D as more particularly described in Exhibit A.

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a. In December 2023, the District paid AURA $642,469 towards the purchase of Tracts A, B and D (the "2023 Payment").

b. The District shall pay AURA $1,687,531 ("Acquisition Payment") no later than February 28, 2027, which amount does not include any prior payments made towards the purchase of Tracts A, B and D.

c. Subject to the terms of the PFRA, and provided there are no liens recorded against the same, the District shall accept the conveyance by AURA of Tracts A, B, and D no later than the date of the Acquisition Payment.

d. Subject to the terms of the PFRA, and provided there are no liens recorded against the same, at AURA's discretion, the District shall accept the conveyance of Tracts A, B and D prior to the Acquisition Payment.

4. Central Plaza. The District shall, at its sole expense, design, construct and maintain a project park (the "Central Plaza") as required in the Point at Nine Mile Station Master Plan and PFRA. Upon platting the Central Plaza parcel and completing its construction, AURA shall convey to the District the Central Plaza parcel as set forth in the PFRA.

5. District Rights. The District may undertake all obligations set forth herein on City or AURA property as required by this Agreement.

6. General Provisions

a. No Vested Rights. This Agreement shall not grant any status or right to any third party, specifically any owner of any property or any owner of abutting property, to make any claim as a third-party beneficiary, or for deprivation of any right, violation of any vesting or rights, or any other claim. This Agreement is for the benefit of the Parties only.

b. Agreement Runs With The Land. The Parties to this Agreement shall cause a copy of this Agreement to be recorded in the real estate records of the County of Arapahoe upon execution of this Agreement. This Agreement shall be a servitude and its benefits and burdens shall run with the land subject to the terms of this Agreement.

c. Cooperation of the Parties. If any equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, the Parties shall reasonably cooperate in defending such action or proceeding, each to bear its own expenses in connection therewith. Unless the Parties otherwise agree, each Party shall select and pay its own legal counsel to represent it in connection with such action or proceeding.

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d. Remedies. The Parties agree and acknowledge each Party may exercise all rights and remedies in law or in equity by decree of specific performance, or such other legal or equitable relief as may be available.

e. Severability. The promises and covenants contained herein are severable in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid, void or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, so long as each Party receives substantially all the benefits contemplated in this Agreement and so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.

f. When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

g. Subject to Local Laws; Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charters, Ordinances and regulations of Arapahoe and Aurora. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Arapahoe, Colorado.

h. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

i. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person other than the City, AURA, or the District receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

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k. No Personal Liability. No elected official, director, officer, agent, manager, member or employee of the City, AURA, or the District shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

l. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the City, AURA or the District and, in particular, governmental immunity afforded or available to the District and the City pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S.

m. Entire Agreement. Except as otherwise set forth in the PFRA and Service Plan Agreement, this Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matter set forth herein. This Agreement supersedes prior written or oral understandings, agreements, and commitments, formal or informal, between the Parties relative to the subject matter of this Agreement only. This Agreement shall not affect any other intergovernmental or other agreement between the Parties hereto, or with other public or private jurisdictions or entities, which are not specifically superseded or modified by this Agreement, including but not limited to intergovernmental agreements providing for revenue sharing or reimbursements. No change, modification, alteration, or amendment to this Agreement shall be binding upon the Parties unless set forth in writing and executed by the authorized signatories of both Parties.

n. Assignment. No Party shall assign its rights or delegate its duties hereunder to any non-party without prior written, consent of the other Party, which consent may be withheld in the reasonable discretion of the other Party.

o. Effective Date. This Agreement shall be effective upon the execution by all Parties.

p. Notices. All notices or other communications required under this Agreement shall be in writing and shall be (1) hand delivered, (2) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (3) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier") to the individual or officer at the following addresses, or to such other addresses as any Party may from time to time designate by notice given pursuant to this paragraph.

Such notice will be deemed given (i) when received, if delivered personally; (ii) 4 days after deposit, if sent by US Mail; or (iii) the next business day after deposited with a Carrier during business hours on a business day.

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Notice to Aurora:	City Engineer Development Review & Public Works Depts. 15151 East Alameda Parkway, Suite 3200 Aurora, Colorado 80012 Haley Johansen, hjohanse@auroragov.org
With copy to:	City Attorney 15151 East Alameda Parkway, Suite 5300 Aurora, Colorado 80012
Notice to AURA:	Robin Fleischmann Aurora Urban Renewal Authority 15151 East Alameda Parkway, Suite 3200 Aurora, Colorado 80012 rfleisch@auroragov.org urbanrenewal@auroragov.org
Notice to District:	The Point Metropolitan District 5291 E. Yale Avenue Denver, Colorado 80222 Attn: Carl Koelbel, President
With copy to:	Icenogle Seaver Pogue, P.C. 4725 S. Monaco Street, Suite 360 Denver, Colorado 80237 Attn: Tamara K. Seaver

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the District and the City have caused this Agreement to be duly executed as of the day first above written.

THE POINT METROPOLITAN DISTRICT

Signed by:
Carl Koelbel
1F388094759B450...

By: Carl Koelbel
Its: President

ATTEST:

DocuSigned by:
TOM WHYTE
C31EE4CA452A49E...

By: TOM WHYTE

AURORA URBAN RENEWAL AUTHORITY

Mike Coffman, Chairperson

ATTEST:

By _____
Jason Batchelor
Executive Director/Secretary

APPROVED AS TO FORM:

Peter A. Schulte, City Attorney

By _____
Rachel Allen
Authority Counsel

Docusign Envelope ID: 109961E8-671C-8836-821B-5A326832CDA1

CITY OF AURORA, COLORADO

_____
Mike Coffman, Mayor

ATTEST:

By _____
Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

Peter A. Schulte, City Attorney

By: _____
Rachel Allen, Deputy City Attorney

Docusign Envelope ID: 109961E8-671C-8836-821B-5A326832CDA1

EXHIBIT A

Subject Property

1. Stormwater Management Facilities:

An underground extended detention basin serving as a water quality vault at the following location:

a. Drainage Easement depicted in Lot 3, Block 1 and Lot 1, Block 1 of The Point at Nine Mile Station Subdivision Filing No. 1 (recorded at Reception No. D8069609).

2. Street Improvements and Traffic and Safety Controls and Devices:

Street Improvements, including but not limited to, curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, lighting, landscaping, retaining walls, fencing, entry monumentation, streetscaping, median islands, irrigation, and a safety protection system through traffic and safety controls and devices, including signalization, signing, striping, and area identification, at the following locations:

a. Tract F, The Point at Nine Mile Station Subdivision Filing No. 1 (extension of E. Dartmouth Avenue)
b. Tract G, The Point at Nine Mile Station Subdivision Filing No. 1 (landscaping adjacent to Dartmouth Ave)
c. East Eastman Place (Tract B, The Point at Nine Mile Station Subdivision Filing No. 3) (“Tract B”)
d. South Quari Street (Tract A, The Point at Nine Mile Station Subdivision Filing No. 3) (“Tract A”)
e. Retaining wall off of East Eastman Place (Tract D, The Point at Nine Mile Station Subdivision Filing No. 3) (“Tract D”)

3. Central Plaza (location to be determined pending plat approval)

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND THE POINT METROPOLITAN DISTRICT, REGARDING MAINTENANCE OBLIGATIONS IN THE POINT METROPOLITAN DISTRICT

WHEREAS, the City and the District entered into that certain Intergovernmental Agreement between the Aurora Urban Renewal Authority ("AURA"), the City of Aurora, Colorado and The Point Metropolitan District, dated December 13, 2016 (the "Service Plan Agreement"); and

WHEREAS, the AURA, MHK Nine Mile, LLC and District intend to enter into that certain Second Amended and Restated Public Finance and Redevelopment Agreement for Plaza 1 Urban Renewal Area concurrently with this Agreement (the "PFRA"); and

WHEREAS, the District has aided in the construction of public infrastructure for the redevelopment of a mixed-use project known as The Point at Nine Mile Station (the "Project") in coordination with the Aurora Urban Renewal Authority and MHK Nine Mile, LLC as the redeveloper of the project; and

WHEREAS, Section V.A.1 of the Model Service Plan for The Point Metropolitan District City of Aurora Colorado, approved August 22, 2016 (the "Service Plan"), and Section 1 of the Service Plan Agreement provide that the District shall not be authorized to operate and maintain any part or all of the Public Improvements (as defined therein) other than park and recreation improvements unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City; and

WHEREAS, the Parties desire to authorize the District to operate and maintain certain public improvements within Project for the benefit of the public, residents, and taxpayers thereof in conformance with the Service Plan and this Agreement; and

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

Section 1. The Intergovernmental Agreement between the Aurora Urban Renewal Authority, City of Aurora and The Point Metropolitan District regarding maintenance obligations to comply with the requirements of C.R.S. Section 31-25-107(9.5) 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 Council in conflict herewith are expressly 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

RLA

By: _____

BRIAN RULLA, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Text Amendment to Update the Permitted Use Table Regarding Data Centers
Item Initiator: Stacy Wasinger, Senior Planner, Planning and Business Development
Staff Source/Legal Source: Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Senior Assistant 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: 8/24/2026

Regular Meeting: 10/12/2026

2nd Regular Meeting (if applicable): 10/26/2026

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)

2026-51 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-3.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DATA CENTERS
Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, 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: Planning and Zoning Commission

Policy Committee Date: 9/23/2026

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 August 24, 2026, this item was discussed at City Council Study Session. At that meeting, direction was given to prepare an ordinance amending the Unified Development Ordinance (UDO) to remove "data center" as a permitted use in the Mixed-Use Office/Institutional (MU-OI) zone district.

On September 23, 2026, this item was presented before the Planning and Zoning Commission. After Commission discussion and public hearing, the Commission voted unanimously (5 to 0) to forward a recommendation of approval to City Council. No members of the public attended or spoke at the hearing. The draft Planning and Zoning Commission meeting minutes are attached as Exhibit D.

Staff received one written comment regarding this item, attached as Exhibit C.

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

The Unified Development Ordinance (UDO) defines a Data Center as: "*A facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features*." This use is classified under industrial uses in the UDO Permitted Use Table.

Currently, a Data Center is a permitted use-by-right in the following zone districts:

- Mixed-Use Office/Institutional (MU-OI)
- Airport District (AD)
- Accident Potential Zone (APZ)
- Business/Tech District (I-1)
- Medium Industrial District (I-2)

A Data Center is a Conditional Use in the following zone districts:

- Mixed-Use Regional Activity Center (MU-R)
- Mixed-Use Airport (MU-A)

Of the zone districts that currently allow a Data Center as a use-by-right, three are districts that only allow non-residential and industrial uses. The APZ district allows limited residential uses. The Mixed-Use Office/Institutional (MU-OI) Zone District also allows uses such as Schools, Multifamily, and Assisted Living Facilities. It is possible, as a use-by-right, that a Data Center may be established in proximity to these types of uses in the MU-OI district. Therefore, this item proposes to remove Data Center as a use-by-right in the MU-OI zone district and avoiding proximity to residential, schools, and other sensitive uses in this zone. The item proposes an amendment to the UDO text:

1. Modify the Permitted Use Table (Table 3.2-1) in the Unified Development Ordinance to remove "Data Center" as a permitted use in the MU-OI zone district. The "P" will be removed and the cell left blank.

See the attached Permitted Land Use Table for Data Center uses (Exhibit B) and map showing MU-OI zoned property (Exhibit A).

Issues Discussed

- *Industrial Uses*

Data Centers are classified as an industrial use within the UDO. The MU-OI district permits primarily office, retail, institutional, and some residential uses with limited allowance for industrial uses. Industrial uses are more commonly permitted in the AD, APZ, I-1, and I-2 zone districts. Many existing schools are located in the MU-OI zone district. The MU-OI zone district supports uses like schools that are situated on campuses.

- *Legal Nonconforming Uses*

  If this amendment is approved, any data center already in place would become a legal nonconforming use, subject to the provisions in UDO-146-5.5. Specifically, a nonconforming use may continue in its current location under the current or a different operator. The structure housing the use may be maintained and repaired within UDO standards. A nonconforming use may not be expanded in size and cannot be restarted if discontinued for one year or more.

No other changes are proposed to MU-OI or Data Center with this amendment. Other changes, such as changes to development standards, will require another UDO amendment.

Exhibit A: Map of MU-OI zoned areas
Exhibit B: UDO Permitted Land Use Table for Data Center
Exhibit C: Public Comment
Exhibit D: Draft Planning Commission Meeting Minutes
Exhibit E: Staff Presentation
Exhibit F: Draft Ordinance

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.)

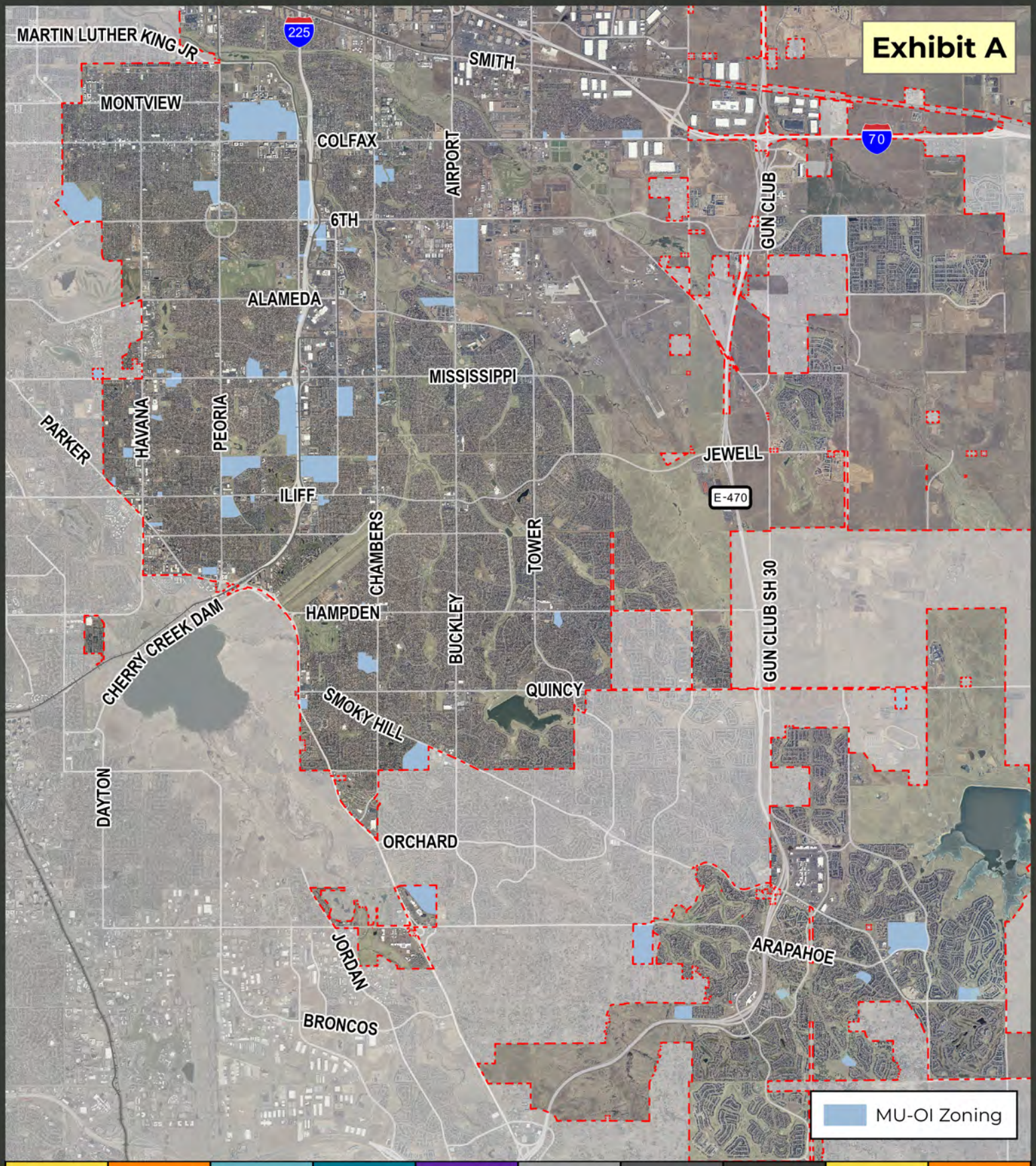
WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council wish to approve an Ordinance that would remove Data Center as a permitted use in the MU-OI zone district?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (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

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MU-OI Zoning

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 Number: 2024-6017-01
Development Application: #2002-70

9/2/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2955_SW.aprx

Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use	A = Accessory to primary use T = Temporary use	V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE													SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD								
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
Industrial																												
Data Center											P										C	C	P	P	P	P		

Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use	A = Accessory to primary use T = Temporary use	V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE													SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD								
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
Industrial																												
Data Center																					C	C	P	P	P	P		

September 1, 2026

City of Aurora Planning & Zoning Commission
c/o Ms. Stacy Wasinger, Senior Planner
Planning and Business Development Department
City of Aurora
15151 E. Alameda Pkwy.
Aurora, CO, 80012

RE: Text Amendment to Modify the Permitted Use Table (Table 3.2-1) in the Unified Development Ordinance to remove "Data Center" as a permitted use in the MU-OI zone district. The "P" will be removed and the cell left blank.

Dear Members of the Planning & Zoning Commission:

My name is Stephen Elkins, and I am a resident of Ward I. Today, I write as a private citizen and my views and opinions do not represent the views and opinions of my employer or any other group or organization. As I am sure you are aware, data center development has recently gone from a national and state issue to a local issue. I have followed this issue closely as an Aurora resident, and I want to offer my feedback on this Text Amendment.

By way of background, I worked in local and state government for over 10 years with the focus of my public service career serving in development review at the local level. My capstone position in public service was leading a county-level planning and building department. Since 2024, I have worked in the data center industry on data center projects throughout the United States. Similar to my work in government, my professional focus continues to be on development though now I am working on data center projects. My professional experience has given me a strong background and knowledge base about what it takes to successfully deliver a new major development project.

I believe strongly in responsible development. In keeping with that belief, I wanted to express my strong support for the proposed Text Amendment to remove data centers as a permitted use in the Mixed-Use Office/Institutional (MU-OI) zone district. Institutional zone districts can be a difficult concept since they are intended to be flexible in nature and are often embedded in longtime low density residential neighborhoods. Institutional zone districts also presume that land ownership will change infrequently and only then between institutional owners rather than contemplate the outcomes of potential sales to private entities. The City staff created map is an excellent tool to understand where this zone district is currently mapped in Aurora. Many of the mapped locations are in close proximity to longtime institutional land uses and low-density residential neighborhoods. This close proximity will therefore be a significant challenge to mitigate off-site impacts on these adjacent longtime uses.

Given the larger conversation about where data center development is and is not appropriate in our city, I believe this Text Amendment is an important step forward in that conversation. With the *Village of Euclid v. Ambler Realty Co.* United States Supreme Court case, the right of municipalities to establish zoning regulations was upheld. Broadly, this Case endowed municipalities with zoning police powers to maintain the public health, safety, and welfare of their citizens. I believe this Text Amendment is in keeping with what zoning can and should do—i.e. deciding which land uses are appropriate and inappropriate adjacent to one another and what, if any, off-site mitigation is required to ensure their long-term compatibility.

Thank you for the opportunity to comment on this proposed Text Amendment. I appreciate your service to our city.

Sincerely,



Stephen Elkins
Ward I Resident

Planning and Zoning Commission
DRAFT MINUTES
September 23, 2026

Commissioners Present:	**Michael Riley**
	Gayle Jetchick
	Sonda Banka
	Melvin Bush
	Robin Becker
Commissioners Absent:	**Garrett Walls**
	Becky Hogan

1. Study Session – 5:00 p.m. – No Study Session Scheduled

2. Regular Meeting – Call to Order 6:10 p.m.

3. Roll Call

4. Pledge of Allegiance
Not Conducted Due to Virtual Meeting

5. Approval of the Planning Commission Minutes
5.a. September 9, 2026, Draft Minutes
A MOTION WAS MADE BY 2nd VICE CHAIR RILEY AND SECONDED BY COMMISSIONER BUSH TO APPROVE THE MINUTES AS SUBMITTED WITHOUT OBJECTION.

MINUTES APPROVED UNANIMOUSLY WITHOUT OBJECTION.

6. Adoption of Agenda
A MOTION WAS MADE BY 2nd VICE CHAIR RILEY AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEM 8a WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY WITHOUT OBJECTION.

7. Consent Agenda
Not Conducted Due to Lack of Items.

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR PERMITTED USE TABLE

At the direction of City Council, this item proposes an amendment to the Unified Development Ordinance (UDO) to modify the Permitted Use Table (Table 3.2-1) for Data Center uses. This change would remove "Data Center" as a permitted use in the Mixed Use-Office/Institutional (MU-OI) zone district. The "P" will be removed and the cell left blank, meaning the use is prohibited.

Staff has provided a draft ordinance based on the feedback received by the City Council for the Planning and Zoning Commission's review and recommendation to the City Council. The proposal is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

The Unified Development Ordinance (UDO) currently defines a data center as: "*A facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features*." This use is classified under industrial uses in the UDO Permitted Use Table.

Currently, a Data Center is a permitted use-by-right in the following zone districts:
- Mixed-Use Office/Institutional (MU-OI)
- Airport District (AD)
- Accident Potential Zone (APZ)
- Business/Tech District (I-1)
- Medium Industrial District (I-2)

A Data Center is a Conditional Use in the following zone districts:
- Mixed-Use Regional Activity Center (MU-R)
- Mixed-Use Airport (MU-A)

Of the zone districts that currently allow a data center as a use-by-right, three are districts that only allow non-residential and industrial uses. The APZ district allows limited residential uses. The Mixed-Use Office/Institutional (MU-OI) Zone District also allows uses such as Schools, Multifamily, and Assisted Living Facilities. It is possible, as a use-by-right, that a Data Center may be established in proximity to these types of uses in the MU-OI district. Therefore, this item proposes to remove Data Center as a use-by-right in the MU-OI zone district and avoiding proximity to residential, schools, and other sensitive uses in this zone.

See the attached Permitted Land Use Table for Data Center uses and map showing the MU-OI zoned property.

This item was discussed at the August 24, 2026, City Council Study Session. At that meeting, Council gave direction to staff to bring forward an ordinance modifying the permitted use table to remove Data Center as a permitted use in the MU-OI zone district. After a recommendation from the Planning and Zoning Commission, this item will proceed to the October 12th City Council meeting for First Reading of an Ordinance.

The project was posted through the development review portal and is available for public review. Staff received a comment in support of this proposed land use table change.

Testimony Given at the Hearing:
Stacy Wasinger, Case Manager, gave a presentation of the item, including the staff recommendations.

The Planning Commission did not have any questions for staff.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE UNIFIED DEVELOPMENT ORDINANCE AMENDMENT TO CHANGE THE PERMITTED USE TABLE BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:
1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL;
2. IT IS REQUIRED BECAUSE OF CHANGED CONDITIONS OR CIRCUMSTANCES IN ALL OR A PORTION OF THE CITY; AND
3. IT SUPPORTS PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Bush noted that the city has long understood that data centers provide relatively few long-term jobs. When they were first presented, the focus was primarily on construction employment. In reality, very few people work in the centers themselves compared to their overall size.

Commissioner Bush also highlighted concerns about the proposed water-recycling technology, which is new and has not been tested over an extended period. The potential impact on the city's water supply remains significant. Given these factors, Commissioner Bush stated that the city is taking the appropriate steps.

Commissioner Riley stated that this issue comes back to transparency, public notice, and similar considerations. With the likelihood of seeing more data-center-related matters in the future, the Commissioner Riley emphasized the importance of providing the public with more than two weeks' notice so they have a meaningful opportunity to weigh in, and noted that it is not yet clear how the current notice requirements could be adjusted, but believes increased public awareness and opportunities for comment would be beneficial.

MOTION PASSED UNANIMOUSLY.

9. Public Invited to be Heard

There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business

Commissioner Riley stated that increased transparency and public notice are essential, especially as more data-center proposals emerge, and noted growing public interest and encouraged providing greater opportunities for hearings and community input. Commissioner Riley also acknowledged that some locations allow data centers by right while others may change, as seen in this evening's item. Referencing staff's comments on potential impacts to public safety, health, welfare, and nearby schools, and emphasized the need for stronger public engagement as larger developments move forward.

Commissioner Riley thanked Susan Chapel for her 26 years of service supporting the commission and offered best wishes for her retirement.

11. Reports

11a. Report by Planning Division Manager

Brandon Cammarata, Planning Manager, reviewed the one administrative decision made since the last meeting, which was Prairie Point Site Plan No. 1, Amendment No. 1.

11b. Report by City Attorney

Lena McClelland, Assistant City Attorney, did not have a report.

12. Adjournment

2nd Vice Chair Riley adjourned the meeting at 6:29 p.m. until October 14, 2026.

City Council

Planning and Business Development

Project No: DA-2163-31

Aurora City Council

October 12, 2026

Unified Development Ordinance Amendment – Land Use Table

Request

- Amend the Unified Development Ordinance (UDO) Permitted Use Table to remove Data Center as a permitted land use in the Mixed-Use Office Institutional (MU-OI) zone district

- In accordance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments

- Applicant: City of Aurora

- Project Location: Citywide

Summary

- Discussed at the August 24, 2026 City Council Study Session

- Public Hearing September 23, 2026 before the Planning and Zoning Commission
    - Modify the Permitted Use Table (Table 3.2-1) to remove “Data Center” as a permitted use in the Mixed Use-Office/Institutional (MU-OI) zone district
    - No member of the public attended or spoke at the PC hearing
    - Commission voted to recommend approval unanimously (5-0)

- Nothing else in the MU-OI zone or UDO would change with this ordinance

- One written public comment received, in support of the change

Background

Data Center Definition - A facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features.

Permitted use-by-right:

- Mixed-Use Office/Institutional (MU-OI)
- Airport District (AD)
- Accident Potential Zone (APZ)
- Business/Tech District (I-1)
- Medium Industrial District (I-2)

Conditional Use:

- Mixed-Use Regional Activity Center (MU-R)
- Mixed-Use Airport (MU-A)

- Accommodates office, institutional, and related low impact uses near residential areas
- District permits low- to medium-scale, low traffic generating office and residential uses to buffer single-family residential areas from nearby more intensive commercial development
- Located throughout Aurora
- Permits some residential uses
- Many schools are zoned MU-OI
- Only mixed-use zone where data center is permitted by right

MU-OI Zoning

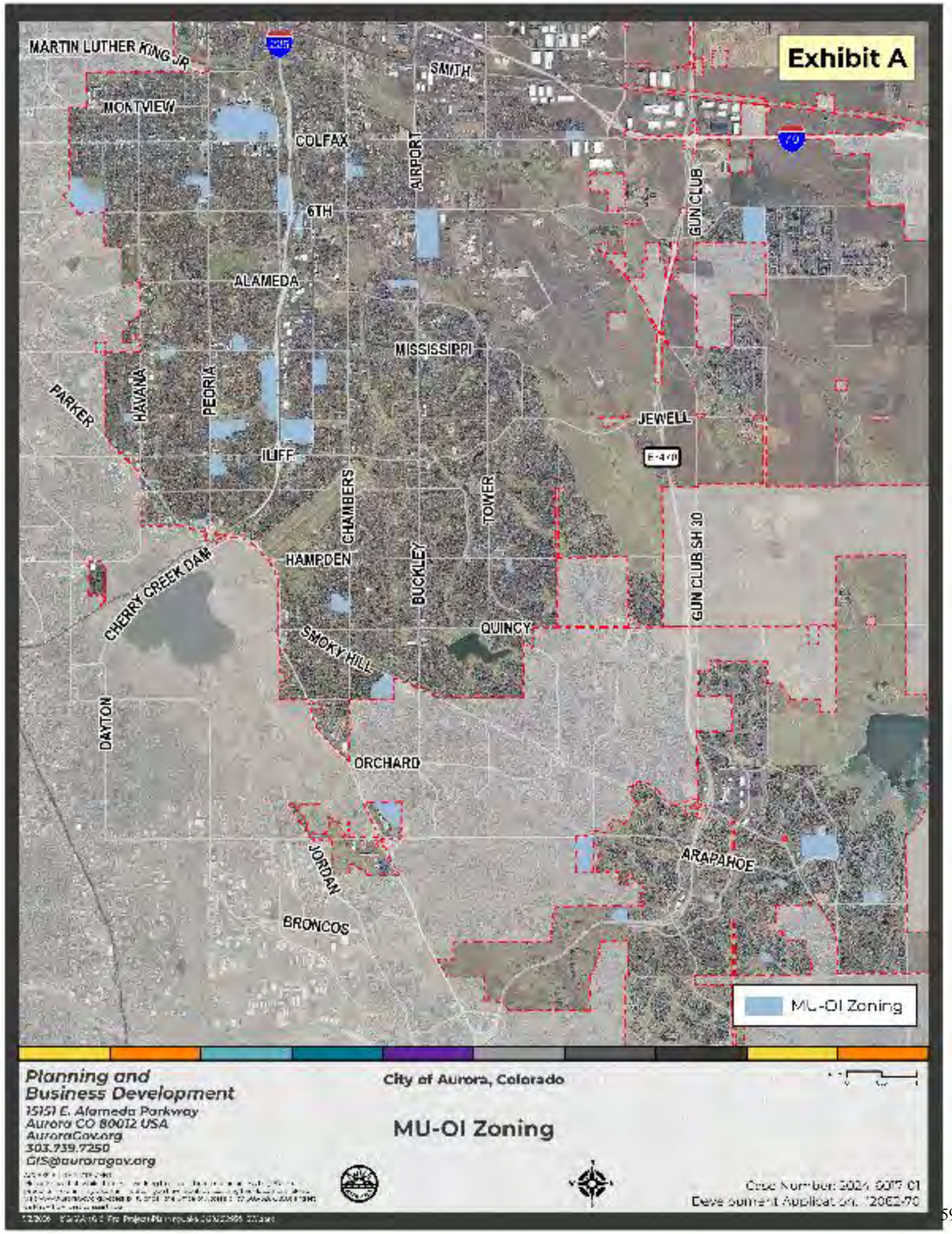


Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use	A = Accessory to primary use T = Temporary use	V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE											SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD						
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	[illegible]	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
Industrial																												
Data Center											P										C	C	P	P	P	P		

Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use	A = Accessory to primary use T = Temporary use	V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE											SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD						
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	[illegible]	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
Industrial																												
Data Center																					C	C	P	P	P	P		

Permitted Use Table

City of Aurora Zoning Ordinance, Sec. 146-5.4.1.c.3.b, Ordinance Text Amendments:

i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or

b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Approval Criteria

Recommend approval to the Aurora City Council of the Unified Development Ordinance Amendment to change the Permitted Use Table because the proposal complies with the requirements of Code Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council;
- It is required because of changed conditions or circumstances in all or a portion of the City; and
- It supports public health, safety, and welfare.



Planning and Zoning Commission Recommendation

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-3.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DATA CENTERS

WHEREAS, Section 146-5.4.1.C.3 of the Unified Development Ordinances provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on September 23, 2026, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-3.2 Table 3.2-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 3.2-1 Permitted Use Table				**P = Permitted C = Conditional use**					**A = Accessory to primary use T = Temporary use**									**V = Permitted if structure vacant for 5 years or more**										
	RESIDENTIAL								**MIXED-USE**															**SPECIAL PURPOSE**					
ZONE DISTRICT & Subarea or Subdistrict		**R-1**		**R-2**					**MU-N**				**MU-OA**						**MU - TOD**									
Land Use	**R-R**	**A&B**	**C**	**A&B**	**C**	**R-3**	**R-4**	**R-MH**	**A&B**	**C**	**MU-OI**	**MU-C**	**OA-R1**	**OA-R2**	**OA-RMU**	**OA-MS**	**OA-G**	**MU-FB**	**Core**	**Edge**	**MU-R**	**MU-A**	**AD**	**APZ**	**I-1**	**I-2**	**POS**	**USE SPECIFIC STANDARD**
COMMERCIAL AND INDUSTRIAL USES																												
Industrial																												
Data Center											~~P~~										C	C	P	P	P	P		

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Lena McClelland RLA
LENA MCCLELLAND, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Bethel Lutheran Church Local Landmark Nomination
Item Initiator: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services
Staff Source/Legal Source: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Britt Wirth, Assistant City Attorney
Outside Speaker: Barb Lemke, Pastor, Bethel Lutheran Church
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: 10/12/2026

2nd Regular Meeting (if applicable): 10/26/2026

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)

2026-52 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL DESIGNATING BETHEL LUTHERAN CHURCH AS A LOCAL LANDMARK
Chirs Geddes, Historic Preservation Specialist, Library and Cultural Services / Britt Wirth, Assistant City Attorney
Outside Speaker: Barb Lemke, Pastor, Bethel Lutheran Church

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 Bethel Lutheran Church Local Landmark nomination underwent review by the Historic Preservation Commission (HPC) on September 17, 2026. The property is located at 1450 N Airport Boulevard and the nominated boundary includes the 1963 church, 1959 parsonage/pastor residence, and a playground on the 2.85 acre parcel. The Historic Preservation Specialist, Chris Geddes, presented the property to the HPC, highlighting the three criteria under which the church is eligible: Criterion 1: the church reflects the national trend in post-war era of building churches for the mass development of neighborhoods. It reflects the growth in the congregation and their need for a larger, more grand space in which to worship. Criterion 2: the church is associated with the Kirkegaard family, who called Bethel Lutheran their home through three generations, donated the land for both church locations in Aurora, and managed the building's construction. They also gave their time and money to the church community and are intricately connected with this place of worship. Criterion 3: the church reflects the Lutheran church's trend towards building Mid-Century Modern style churches including an A-Frame sanctuary, colored glass geometric windows, and a Neo-Mansard roofed addition.

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

This is a Local Landmark nomination for Bethel Lutheran Church, the 2.85 parcel of which includes the 1963 church building, the 1959 parsonage/ pastor residence, and a playground. The property clearly meets three of the six landmark criteria. The HPC unanimously voted to move the nomination forward to the City Council for a public hearing and recommends the Council approve the Bethel Lutheran Church as Aurora Historic Landmark No. 38. The second reading will be on the consent agenda for City Council on 10/26/2026.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve the Ordinance making Bethel Lutheran Church Aurora Historic Landmark No. 38?

LEGAL COMMENTS

City Council has the authority to approve the designation of a historic district or landmark or to remove the designation as a landmark, landmark site, or historic district. (UDO § 146-5.1.1.C). The designation of a landmark or landmark site is authorized if the site is of particular historical, architectural, cultural, or archaeological significance and exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community. (UDO § 146-5.4.1.D.3). The Historic Preservation Commission has the authority to make recommendations to City Council regarding the designations of landmarks, landmark sites, and historic districts, and recommend amendments to those designations, as described in UDO § 146-5.4.1.D.2.a, and for the removal of a designation as a landmark, landmark site, or historic district as described in Section 146-5.4.1.D.2.b. (UDO § 146-5.1.4.B.). The Historical Preservation Commission must hold a public hearing before it can recommend a landmark, landmark site, or historical district designation to City Council. (UDO § 146-5.4.1.D.2.a). Following the public hearing, the Historical Preservation Commission forwards a recommendation to City Council. (UDO § 146-5.4.1.D.2.a.v). City Council is then required to conduct a public hearing on the landmark, landmark site, or historical district application and shall decide on the application. (UDO § 146-5.4.1.D.a.2.vi). City Council shall act by ordinance, resolution, or motion. (City Charter Art. V, Sec. 5 1). (Wirth)

Public Hearing for Local Landmark Nomination



Presented by:
Chris Geddes
Historic
Preservation
Specialist



Aurora City
Council Meeting
October 12, 2026

Aurora
History Museum
& Historic Sites

Local Landmark Nomination

Bethel Lutheran Church



Aurora History Museum & Historic Sites

Criterion 1 – Exemplifies Broad Cultural, Political, Economic or Social History



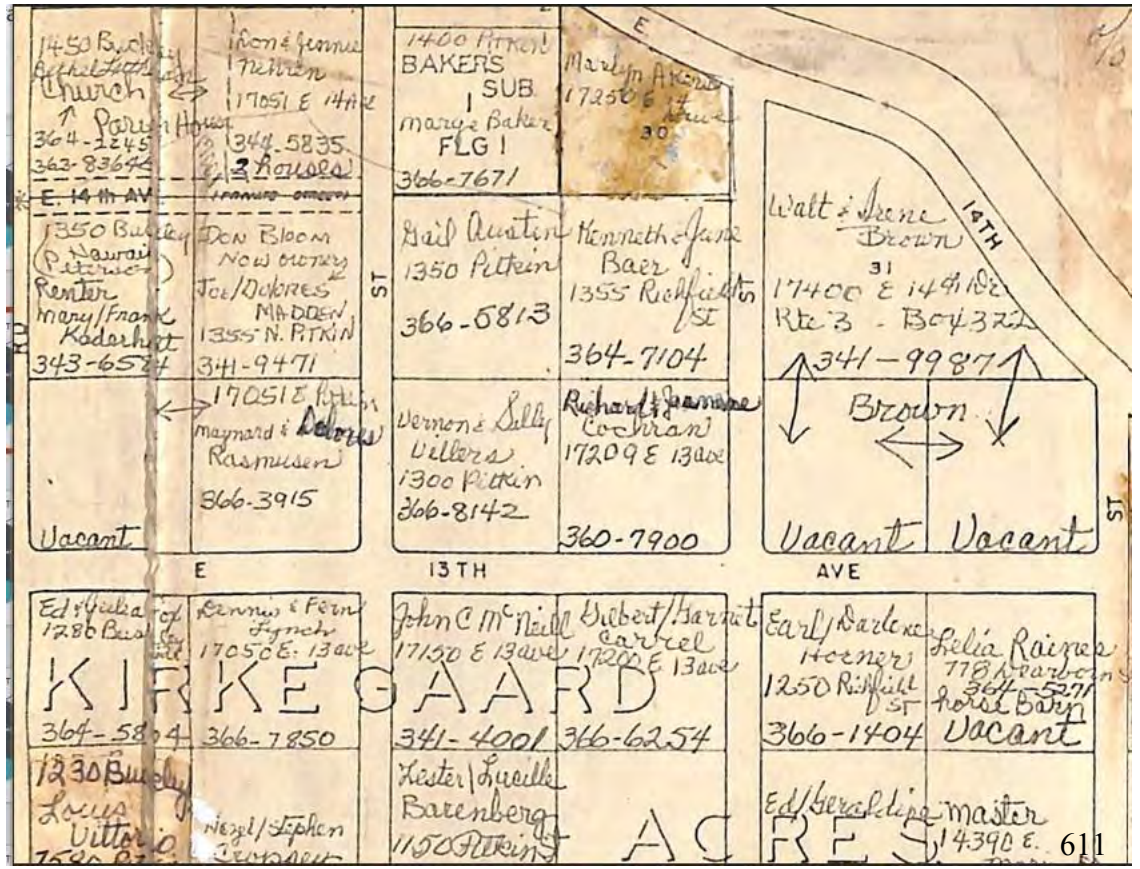
After Completion of Church Construction in 1963

Aurora History Museum & Historic Sites



Soren & Marie Kirkegaard, Donated Land for Bethel Lutheran Church; Owned Kirkegaard Acres/ Farms

Criterion 2: Identified with an Historic Person or Historic Group Significant to Local History



1963 A-Frame with 1976 Neo-Mansard Addition

Criterion 3: Embodies Distinguishing Characteristics of an Architectural Type, Period or Method of Construction





Aurora History Museum & Historic Sites



7 Aspects of Integrity per the National Park Service.

Building retains integrity of:

- Materials
- Workmanship
- Design
- Location
- Association
- Feeling

- Setting is slightly impacted by the surrounding growth



Aurora History Museum & Historic Sites

Associated P



Playground Area – 1993





Parsonage, built 1959

Aurora History Museum & Historic Sites



- Historic Preservation Commission unanimously recommended the nomination move forward at their 9/17/2026 meeting
- 1st Reading with vote by City Council tonight 10/12/2026
- 2nd Reading, consent agenda, with City Council on 10/26/2026
- Celebrate!!

Aurora History Museum & Historic Sites

AURORA LANDMARK PROPERTIES

NOMINATION FORM

City of Aurora
Historic Preservation Commission

SECTION A: SITE INFORMATION AND DESCRIPTION

1. *Name of Nominated Site:*

Historic Name: Altura Lutheran/ Bethel Lutheran Church

Current Name: Bethel Lutheran Church

2. *Address of Property:*

Street Address: 1450 N Airport Boulevard (formerly Buckley Road)

County: Arapahoe

Zip Code: 80011

3. *Geographic Description:*

P.M.: 6th **Township:** 4S **Range:** 66W **Section:** 4

UTMs: Zone: 13N 517935.436mE: 4398798.816mN:
Quad Map: Fitzsimons, Colorado **Year:** 1994 **Map Scale:** 7.5'x15'

Lot(s): 2 **Block:** N/A **Addition:** Plot 2 & W 110 ft of Plot 15 Ex W 15ft of Plot 2 for Road Kirkegaard Acres

Boundary Description: The boundary corresponds to the current legal description of the parcel.

4. *Legislative Information:*

Aurora Ward #: II **Colorado House District:** 6 **Colorado Senate District:** 28

5. *Site Owner:*

Current:

Name: Bethel Lutheran Church **Address:** 1450 N Airport Blvd **City:** Aurora **State:** CO **Zip Code:** 80011

Historic:

Name(s): Same as current

Source of Information: Arapahoe County Assessor's Office website

6. *Site Classification:*

[X] building(s) [] district [] site [] structure [] object [] area

7. *Site Condition:*
[] excellent [X] good [] fair [] deteriorated [] ruins

8. *Site Location:*
[X] original location [] moved (date of move:)

9. *Site Use:*

Historic: Religious Services; Preschool
Current: Religious Services

SECTION B: DESIGN AND CONSTRUCTION INFORMATION

10. *Physical and Site Description:*

CHURCH: Bethel Lutheran Church is a Contemporary style church built in 1963 with an irregular footprint from the Neo-Mansard style addition to the south elevation constructed in 1976. The original portion of the building is one story with a cross-gabled roof clad in asphalt shingles with red brick exterior walls laid in a running bond, and an L-shaped footprint. The northern wing of the original building's west façade features a projecting gable with exposed beams beneath the eaves and a curved altar wall. The altar wall is constructed of blonde brick laid in a stack bond and connects to the primary walls by slot windows with divided lights on the north and south sides. The southern wing of the façade features a pair of metal doors with inset slot windows offset to the north beneath a flat-roofed canopy, an additional standard door offset to the south, two replacement one-over-one windows, and one replacement horizontal sliding window. The north elevation of the original building features one central standard door flanked to the east by a pair of wood-framed geometric colored-glass windows and one standard door at the northwest corner. Additional fenestration on the north elevation consists of nine wood-framed geometric colored-glass windows in groups of three. The east elevation of the original building's northern wing features exposed beams beneath the eaves and seven wood-framed slot windows in an irregular pattern flanked by brick pilasters. The primary entrance on the north elevation of the southern wing consists of a pair of glass doors beneath a canopy with a Neo-Mansard roof. Additional fenestration on this elevation consists of two tripartite vinyl windows. The south elevation of the original building's north wing features two standard entry doors, one pair of geometric colored-glass windows and one group of three geometric colored-glass windows.

Attached to the south elevation of the south wing is a two-story addition with a Neo-Mansard roof clad in shaped asphalt shingles with red brick exterior walls laid in a running bond, and an L-shaped footprint. The north side of the addition has seven one-over-one vinyl windows on the first story, two of which are paired. The second story of the wall has an identical arrangement of windows; however, on this level they feature projecting gabled hoods with vinyl siding underneath each window. The

first story of the western wing's south elevation has a standard door with a large inset window and a sidelight offset to the east beneath a canopy with a Neo-Mansard roof as well as two one-over-one vinyl windows; the second story of this elevation features three one-over-one vinyl windows with projecting gabled hoods and vinyl siding below each opening. The south elevation of the addition features a central pair of glass doors beneath a canopy with a Neo-Mansard roof. Fenestration on this elevation consists of four one-over-one vinyl windows on the second story, two of which are paired, beneath projecting gabled hoods with vinyl siding below each window. The vinyl siding beneath the windows extends to the first story, likely having enclosed two windows. The east elevation of the addition features six one-over-one vinyl windows on the first story and six one-over-one vinyl windows on the second story, each with a projecting gabled hoods and vinyl siding underneath. The north wall of the south addition, west projection, has an exterior red brick chimney offset to the west. Fenestration of the addition's north elevation consists of two one-over-one vinyl windows on the first story and four one-over-one vinyl windows on the second story beneath projecting gabled hoods with vinyl siding beneath each window.

The church, parsonage and playground sit atop a sloped hill, making it higher than street level. The church is surrounded by a variety of trees, shrubs, and large rocks on the north, west, and southwest sides. A memorial garden of past church members with names and quotes on rocks winds through the southwest portion of the property, between the church and the entrance driveway to the south. A large parking lots forms an L-shape along the south and east sides of the church. Chain link fencing surrounds the playground between the church and parsonage.

PARSONAGE: This 1959 one-story L-shaped home faces south. It has a cross-hipped roof with asphalt shingles and a blonde brick veneer exterior. All of the metal windows are original with rowlock sills. A two-car concrete driveway leads off of East 14th Avenue to a garage with a white vinyl overhead door. A concrete path leads to the raised main entry on the south elevation and the raised pedestrian entry into the garage on the west elevation. A metal tripartite window consisting casements flanking the fixed middle pane sits north of the garage entry with a rowlock sill, and a smaller one sits south of it. The garage entry door has a fan lite window with four panels. The hipped roof shelters the main entry stoop; vertical wood siding frames a long single-pane sidelight next to the four-panel hollow core door. The entry door has an original metal screen, with a four-fan lite window topping the door. The rest of the south elevation has a single slider and fixed and casement tripartite window. The east elevations displays a large picture window, a fixed and casement tripartite windows, and two fixed and casement tripartite ground windows with window wells. The north elevation features a sliding patio door that leads to an expansive backyard with several trees. West of the patio door are three windows, all fixed and casement tripartites. A wider fixed and tripartite window sits east of the door, and the elevation has four fixed and casement tripartite ground windows with window wells.

The west elevation displays another entry point and several fixed and casement tripartite windows, including ground level windows with window wells. A wooden fence surrounds the backyard, which sits next to a horse stable with outdoor pens. There are two gabled roof sheds in the north part of the playground. The date of construction of these sheds is unknown.

[include date(s) of construction and a narrative of important additions/alterations/developments]

Year(s) of Construction: **Original Structure:** 1963
Additions or Alterations [provide years]: 1976

Source of Information: Bethel Lutheran Church Archives

11. *Architect, Builder, Engineer, Artist, or Designer*

Name: Orrie Holman, architect; Arnold Kirkegaard, construction manager

Source of Information: Bethel Lutheran Church Archives; Interview with Jerry Kirkegaard 7/17/2026

12. *Architectural Style/Engineering Type:* Contemporary (church); Neo-Mansard (addition)

SECTION C: SITE SIGNIFICANCE

13. *Significance of Property*

Nomination Criteria:

[X] 1. The Property (District) Exemplifies or Reflects the Broad Cultural, Political, Economic, or Social History of the Nation, State, or Community.

[X] 2. The Property (District) Is Identified with a Historic Person or Historic Group Significant to National, State, or Local History.

[X] 3. The Property (District) Embodies Distinguishing Characteristics of an Architectural Type Inherently Valuable to the Study of a Period, Style, Method of Construction, or Indigenous Materials or Craftsmanship.

[] 4. The Property (District) Is Representative as the Work of a Master Builder or Architect.

[] 5. The Property (District) Contains the Possibility of Important Archaeological Discoveries in Prehistory or History.

[] 6. The District Consists of a Definite Area That, Due To Its Unique Location or Singular Characteristics, Represents Established and Familiar Visual Features of the Neighborhood, Community, or City.

14. *Period of Significance:*

Period of Significance: Criterion 1: 1963-1976; Criterion 2: 1963 – 1976; Criterion 3: 1963 and 1976

Justification: The periods of significance aligns with the criteria selected. Criterion 1 ties into the post-WWII era growth around the area of the church, necessitating a larger church in 1963 and an addition in 1976. Criterion 2's period of significance is related to the association of the Kirkegaards building the church and the addition for the growing congregation. Lastly, Criterion 3 ties into the dates of construction with the Contemporary style main church being constructed in 1963 and the Neo-Mansard addition in 1976.

15. *Significance Statement:*

Bethel Lutheran Church is eligible for Aurora Historic Local Landmark designation under **Criterion 1** Bethel Lutheran's building at this location reflects the national trend in the post-war era of building churches for the mass development of neighborhoods. As a later building of the church, it reflects the growth of the congregation and their need for a larger, more grand space to worship within. It is also eligible under **Criterion 2** for its association with The Kirkegaard family, who called Bethel Lutheran their home through three generations, donated the land for both church locations in Aurora, managed the building's construction, and gave their time and money to the church community. Lastly, the church is eligible under **Criterion 3** as the building reflects the Lutheran church's trend towards building mid-century-modern churches, including an A-frame sanctuary, colored glass geometric windows, and a Neo-Mansard roofed addition.

Like many communities across the nation, Aurora's population skyrocketed in the post-WWII period. Soldiers who trained at Lowry and Buckley, or recuperated at Fitzsimons Army Hospital, decided to put down roots in Aurora after the war ended. These returning Gis needed housing for their growing families, and Aurora couldn't build residential developments fast enough. As the housing demand continued, builders purchased undeveloped land to the east and south, expanding the city boundaries through annexation. The city continued to grow, with the population jumping consistently each year. In 1940, Aurora's population stood at a mere 3,437 residents. 1950 showed the impact of post-war growth with a tally of 11,421 people living in the city, more than tripling the population. By the 1960s, the resident count came in at 48,548, confirming another significant jump. These new neighborhoods needed grocery stores, parks, and churches. This snapshot of Aurora's population increase from the 1940s to the 1960s serves to illustrate the need for more churches and expansion of churches due to overcrowding. It also confirms how Aurora came to be the third largest city in the state as well as one of the fastest growing cities in the nation by 1980.

Historic Background

In 1949, after a visit from the Nebraska District President of the Lutheran Church Missouri Synod, Soren Kirkegaard donated two and a half acres to his home church. The congregation at First Bethany Church, located at 215 W 5th Avenue in Denver, saw the need for a new church in the growing city of Aurora. Kirkegaard donated land from his substantive acreage on the eastern side of the city. The church building combined two repurposed army barracks from one of the nearby military bases, and added a vestibule in between them. Members of First Bethany established Altura Community Church on February 25, 1951, with Reverend Emery Petersen as Head Pastor. Within four years the congregation outgrew the barracks, despite an addition on the eastern side.



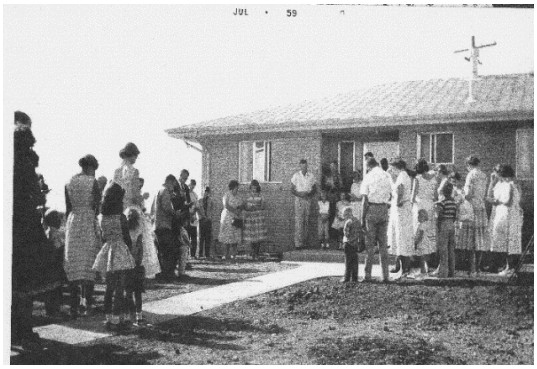
First Bethany Church
Laredo Street
June 26, 1949
Photos courtesy Bethel Lutheran Church

Kirkegaard donated another two and a half acres again, this time three blocks south at what is Colfax Avenue and Airport Boulevard today. Built first on the original parcel of land donated by the Kirkegaards, the parsonage welcomed Reverend Petersen and his family in 1959 (see photo below right).

in



First Bethany Church
1181 Laredo Street, Aurora
Estimated date 1949
Picture courtesy Bethel Lutheran



Pastor's Residence/ Parsonage
17001 E 14th Avenue, Aurora
1959
Picture courtesy Bethel Lutheran

In 1962, the church voted to move to the plot, build a new church, and change the name from Altura Lutheran to Bethel Lutheran to be inclusive of their new community. The design of the sanctuary and narthex followed the trend of most Lutheran church districts in the Rocky Mountain and Midwest regions. This domination specifically led the way in a new church design, one Sarah Goldhagen calls "situated modernism." The ideology of this is to reject tradition and embrace modernism but harken back to historical forms of architecture in the abstract. For Bethel Lutheran, and many other churches in the post-war period, this meant the building of an A-frame sanctuary. Influenced by Frank Lloyd Wright's First Unitarian Church in Madison, Wisconsin, and Eero Saarinen's Kramer Chapel in Fort Wayne, Indiana, the A-frame sanctuary in Aurora evoked the earlier Gothic and Gothic Revival historical forms in an abstract manner, bringing the traditional steeple "inside" the church.

The church hired Orrie Holman as architect, known for designing multiple other Lutheran churches in the Denver metro area, including the Highlands Lutheran Church in the Berkeley neighborhood (National Register-eligible). Arnold Kirkegaard served as construction manager, but the entire church supported the erection of the new building. Members drove horses to the railroad depot north of Colfax Avenue to transport the lumber and assisted in making shake shingles for the roof; farmers brought their heavy machinery for assistance in grading and hoisting materials; and the women of the church served coffee and treats twice a day for the working men. This is one of the last instances of a community-built church in the city limits. The congregants of Bethel Lutheran did what their ancestors did in days past: worked together to build the church that became the nucleus of their community. This was a common practice in Lutheran congregations; "this contribution of skills and semi-skilled work brought a new sense of Christian community which was of far greater value than the actual money saved by free labor." With a cost of $75,000, church members dedicated their new building on July 21, 1963, and lined the sanctuary with metal chairs because the new pews had not arrived yet. The church kept the old building, allowing a congregant and his family to live in it after their home burned in 1964. The former church building on Laredo Street serves as a Korean Church in 2026.



Bethel Lutheran Church

Circa 1963

View to East

Photo courtesy Bethel Lutheran Church

In 1971, Reverend Petersen accepted a call to a church in Nebraska, passing the church to Pastor Loren Kniep. By this time, the church supported a preschool, bible studies, sports teams, cub scouts, and other groups who met regularly throughout the week. The church received First Bethany's pipe organ in 1973 and had several organists and choir directors. Once again, the congregation outgrew the building, and talks began in 1974 to add on to the church. The church sold bonds in January 1976, hired Arnold Kirkegaard as contractor again, placed the cornerstone on September 12, 1976, and dedicated the addition on October 17, 1976. From 1978 to 2000 the church had six different pastors. The church raised money to remodel their kitchen in 1998. The current pastor, Barbara Lemke, joined the church in 2000, shepherding the congregation from its 50th year into its 75th year in 2026. The church continues to serve the community by holding potlucks, hosting community meetings, helping the unhoused population at times, and providing space for the Tongans who meet at the church weekly.



New Sign at Bethel Lutheran Church
1450 N Airport Blvd
Post 2000
Photo courtesy Bethel Lutheran Church

16. *Bibliography:*

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"Altura Lutheran," *Aurora Advocate,* January 26, 1961, pg. 6.
"Altura Lutheran Church Dedicated," *Aurora Advocate,* March 15, 1951, pg. 13.
"Arapahoe County Real Estate," *Rocky Mountain Journal,* September 27, 1967, pg. 31.
Aurora Advocate, August 31, 1966, pg. 5.
Aurora Advocate, September 7, 1966, pg. 2.
"Bethel Lutheran," *Aurora Advocate,* July 18, 1963, pg. 19.
"Bethel Lutheran," *Aurora Advocate,* July 30, 1964, pg. 13.
"Church News," *Aurora Advocate,* May 31, 1962, pg. 6.
"Churches a Major Factor in Aurora Community," *Aurora Advocate,* November 26, 1964, pg. 52.
"Come to Church," *Aurora Advocate,* September 29, 1971, pg. 10.
"Cornerstone Layed for First Church in Hoffman Heights," *Aurora Advocate,* October 22, 1953, pg. 1.
"Kirkegaard-Johnson Rites Performed in Altura May 19," *Aurora Advocate,* May 23, 1957, pg. 13.
"Lutherans Push Construction on Two Churches in Aurora," *Denver Post,* May 15, 1963, pg. 16.

17. *Nomination Preparer:*

Name: Kristen Steadman, Jessie McCaig, and Chris Geddes **Date**: 09/09/2026
Organization: City of Aurora Historic Sites **Address**: 15151 E Alameda Pkwy
Phone: 303-739-6674/ 303-739-6661 **City**: Aurora **State**: CO **Zip**: 80012

18. *Photos:*



Bethel Lutheran Church, 1450 N Airport Blvd
East elevation
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
North elevation
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
West elevation
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
West façade and south elevation
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
West elevation of one-story section and north elevation of 1976 addition
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
West elevation of 1976 addition
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
West and south elevations of 1976 addition
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
South elevation and entrance of 1976 addition
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church, 1450 N Airport Blvd
Main sanctuary from choir loft
Photographer: Chris Geddes June 2, 2026



Bethel Lutheran Church Playground, 1450 N Airport Blvd
View to south
Photographer: Kristen Steadman August 4, 2026



Bethel Lutheran Church Parsonage, 17001 E 14th Ave
South facade and west elevation of garage
Photographer: Kristen Steadman August 4, 2026



Bethel Lutheran Church Parsonage, 17001 E 14th Avenue
West elevation
Photographer: Kristen Steadman August 4, 2026



Bethel Lutheran Church Parsonage, 17001 E 14th Avenue
North elevation
Photographer: Kristen Steadman August 4, 2026



Bethel Lutheran Church Parsonage, 17001 E 14th Avenue
East (rear) elevation
Photographer: Kristen Steadman August 4, 2026



Bethel Lutheran Church Parsonage, 17001 E 14th Avenue
East elevation
Photographer: Kristen Steadman August 4, 2026

Map showing boundary of Bethel Lutheran Church:



Aurora History Museum and Historic Sites
City of Aurora
Library & Cultural Services Division
15051 E. Alameda Parkway
Aurora, Colorado 80012
303.739.6661
Worth Discovering • auroragov.org

AURORA HISTORIC LANDMARK
OWNER CONSENT FORM

Each partial owner must sign a separate form. Reproduce form as needed.

Property Name Bethel Lutheran Church

I, Laura D Thompson
(type or print name)
President
title

certify or affirm that I am the sole owner___; partial owner___; or the legally designated representative of the owners X of the land X and property X located at
Representative of Bethel 1450 Airport Blvd.

street number and name (or other geographic location)

Aurora Arapahoe
city county

and that I hereby give my written consent and approval for this property's nomination to and designation as an Aurora Historic Landmark.

Laura D Thompson 6-2-2026
Signature President Date

AURORA HISTORIC PRESERVATION COMMISSION PUBLIC HEARING
MINUTES
Thursday, September 17, 2026
6:00 p.m.
Bethel Lutheran Church
1450 Airport Blvd.

Present: Chair Todd McMahon, Vice Chair Lynda Heckendorn, Commissioners Michael Ackman, Charlie Peters, Matt Gordon, and Julia Bilderback

Councilmembers: Gianina Horton, Ward I; Amy Wiles, Ward II

Staff: Assistant City Attorney Britt Wirth, Museum Director Scott Williams, Deputy Director of Library Services Jo McNeal, HPS Chris Geddes, and HPA Kristen Steadman

Guests: Eric Mosley, Cay Carey, and Aaron Futrell, Edna Mosley family members; Becky Hogan, Sean Choi, Victor Lee, Jennifer Kim, and Marta Ramirez, Korea Town Representatives; Pastor Barb Lemke, Laura Thompson, President of Church Board, and other Bethel Lutheran Church members.

- Chair McMahon called Public Hearing to order at 6:21 PM

- **Local Landmark Nomination – 1450 N Airport Blvd., Bethel Lutheran Church**
    - HPS Geddes presented the Local Landmark application to the public, sharing the 3 Local Landmark Criteria that apply to Bethel Lutheran.
    - The congregants of Bethel Lutheran offered comments, remarking on the 75th anniversary of the church and the open nature of the church.
- Motion made by Commissioner Gordon, seconded by Vice Chair Heckendorn to adjourn public hearing and resume regular meeting. All in favor, public hearing adjourned at 6:35PM.
- Meeting re-opened at 6:46 PM.

- **Review and Recommendation of Renaming Central Library to Edna Wilson-Mosley Central Library.**
    - HPS Geddes presented the renaming process and efforts, including public meetings, presentations, surveys, and family support. She briefly shared a history of Edna Wilson Mosley and her accolades.
    - Public comments:
        - Pastor Barb Lemke, it is a wonderful thing to highlight who's come here and made a difference. We spend money on things that mean nothing, why not spend it on something that has a lasting impact?
        - Eric Mosley shared that the love his mother had for Aurora was only eclipsed by her love of reading. She passed her passion and love of reading down to her children, grandchildren, and great grandchildren.
        - Aaron Futrell, Edna Mosley's grandson, thanked Councilmembers Horton, Coombs, and Wiles for their support on this renaming. He shared his grandmother reading to him, and the impact it had on him.

- Councilwoman Horton, shared her love of reading and stressed the importance of libraries and their ability to expand a person's world. HPC is not just about buildings, but it's about stories and this helps preserve an important piece of Aurora's history.

- Motion to close public meeting by Chair McMahon, seconded by Commissioner Peters.

Meeting closed at 7:17 PM.

Respectfully Submitted:

_____ Date: 10/13/2026

Chair, Historic Preservation Commission

ORDINANCE NO. 2026- ___

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF DESIGNATING THE BETHEL LUTHERAN CHURCH AS A HISTORIC LOCAL LANDMARK.

WHEREAS, the City Council of the City of Aurora, Colorado ("City"), in accordance with the Unified Development Ordinance (the "UDO"), has received a recommendation from the Historic Preservation Commission ("Commission") to approve the Bethel Lutheran Church parcel, consisting of the church building, a parsonage house, a playground, and other improvements, with the legal address of 1450 North Airport Boulevard, Aurora, Colorado 80011 ("Church"), as a historic local landmark (UDO Sec.146-5.4.1.D.2.a.iv-v); and

WHEREAS, the UDO defines a historic local "landmark" as a parcel with improvements such as a building, structure, or object that has been designated by the Commission as historically significant (UDO Sec. 146-6.2.L); and

WHEREAS, a legal description of the Church is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, the Commission held a public hearing on September 17, 2026, where the owners of the Church supported the landmark designation (UDO Sec. 146-5.4.1.D.2.a.i-iii); and

WHEREAS, the owners of the Church consent to the landmark designation; and

WHEREAS, Soren Kirkegaard, a prominent man in Aurora's history, donated land to his church for the purpose of building a new church; and

WHEREAS, a parsonage house was built and dedicated on the parcel for the church pastors in 1959; and

WHEREAS, the church building was designed by Orrie Holman, construction started in 1962 with completion and dedication in 1963, with church member Arnold Kirkegaard as construction manager; and

WHEREAS, the congregation added onto the church building and dedicated it in 1976, with Arnold Kirkegaard as construction manager once again; and

WHEREAS, the Commission found that making the Church a landmark will not deny the owner a reasonable use of the Church (UDO Sec. 146-5.4.1.D.3.a.vi); and

WHEREAS, the Commission determined that the Church satisfies the following additional criteria to be recommended and designated as a landmark (UDO Sec. 146-5.4.1.D.3.a.i-v):

(a) The church building "exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community" by reflecting the national trend in the post-war era of building churches for the mass development of neighborhoods. The church building expansion reflects the growth of the congregation and their need for a grander space to worship within; and
(b) The Church "is identified with historic personages or with important events in national, state, or local history" due to its association with the Kirkegaard family, who called the Church their home through three generations, donated the land for both the church and parsonage house in Aurora, managed both buildings' construction, and gave their time and money to the church community; and
(c) The church building "embodies distinguishing characteristics of an architectural type specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship" due to the A-frame sanctuary, colored geometric glass windows, and a Neo-Mansard roof addition to the church building. This reflects the Lutheran Church's trend towards building mid-century modern churches to adapt to the post-war era; and

WHEREAS, the Commission unanimously approved a recommendation for the City Council to designate the Church as a landmark; and

WHEREAS, the City Council has conducted a public hearing on whether the Church should be designated as a landmark following due notice of such hearing (UDO Sec. 146-5.4.1.D.2.a.vi); and

WHEREAS, the City Council finds and determines that the Church meets the requirements of the UDO and should be designated as a landmark.

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

Section 1. Pursuant to its authority to authorize a landmark under UDO Sec. 146-5.4.1.D.2, the City Council, as the City's governing body, hereby finds and designates the Church as a landmark for the City of Aurora, Colorado.

Section 2. The Church, its current and future owners, and their heirs and assigns, shall preserve the historic character of the Church and comply with UDO requirements.

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the City Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

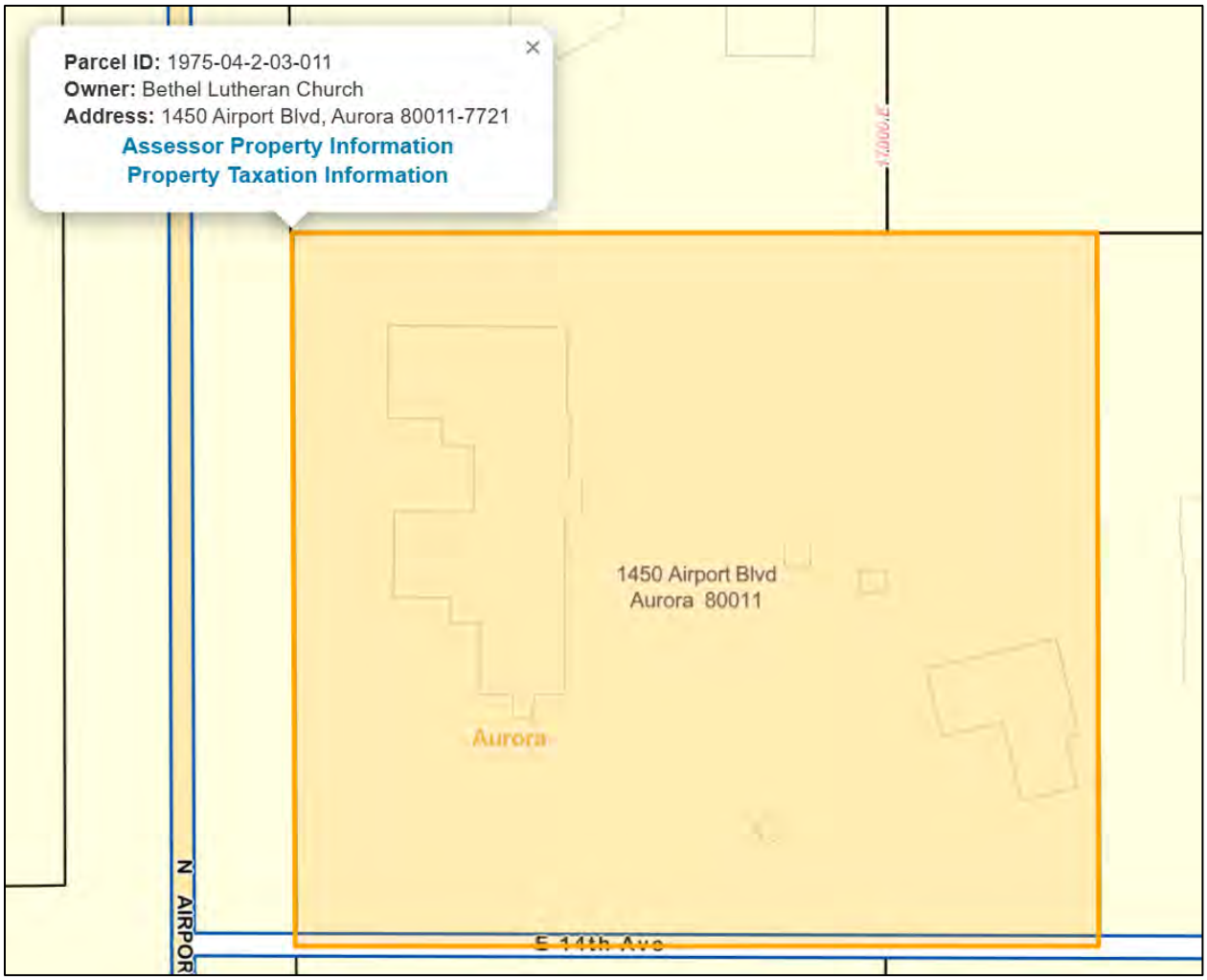
APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Britt M. Wirth MK
_____
BRITT M. WIRTH, Assistant City Attorney

EXHIBIT A
Bethel Lutheran Church Parcel
Legal Description

Parcel ID:	1975-04-2-03-011
Full Owner List:	Bethel Lutheran Church
Ownership Type:	Fee Simple Ownership
Owner Address:	1450 Airport Blvd
City/State/Zip:	Aurora, CO 80011-7721
Neighborhood:	Colfax East 225
Neighborhood Code:	3428.00
Acreage:	2.8500
Land Use:	Traditional
Legal Desc:	Plot 2 & W 100 Ft Of Plot 15 Ex W 15 Ft Of Plot 2 For Road Kirkegaard Acres



CITY OF AURORA
Council Agenda Commentary

Item Title: New Fund for the Self-funding of United Healthcare (Ordinance)
Item Initiator: Tyra Litzau, Controller, Finance
Staff Source/Legal Source: Tyra Litzau, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: None
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: 10/12/2026

Regular Meeting: 10/26/2026

2nd Regular Meeting (if applicable): 11/9/2026

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)

Tyra Litzau, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 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.)*

N/A

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

The City will implement self-funding for United Health Care insurance effective January 1, 2027. The Self Insurance Fund, an internal service fund, will be created to account for the activities of the self-funding insurance. The main source of revenue of the fund are premiums paid by employees and the City of Aurora. Expenditures for the fund will be for the exclusive purpose of paying health care benefits

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 Committee wish to approve the creation of the self insurance fund ordinance and move forward to Study Session?

LEGAL COMMENTS

Article 11-12 of the City Charter requires that special funds shall be created by ordinance. The ordinance creating a special fund shall specify its source of income, and the purpose for which expenditures from the special fund shall be made. The ordinance creating a special fund may also provide for annual, periodic, or continuing appropriations of funds as approved by the City Council. See Charter Article 11-12. (Hernandez)

ORDINANCE NO. 2026-____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CREATING THE SELF INSURANCE FUND, AND OTHER RELATED MATTERS

WHEREAS, Article 11-12 of the Charter of the City of Aurora, Colorado (the "City") provides that special funds shall be created by ordinance to provide for monies for multiple purposes including the payment of city debts; and

WHEREAS, the ordinance creating a special fund shall specify its source of income and the purpose for which expenditures from the special fund shall be made, and that said ordinance creating a special fund may also provide for annual, periodic, or continuing appropriations for such fund; and

WHEREAS, the Director of Finance has recommended that, in order to account for, and separate the funds utilized for the payment of health benefits in general, the City should create the Self Insurance Fund to properly administer these benefits; and

WHEREAS, the City Council finds and determines that it is reasonable and appropriate to create a special fund for the purposes expressed in this ordinance.

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

Section 1. A special fund, known as the Self Insurance Fund, is hereby created to separate and more transparently account for the payment of health care benefits offered to city employees. The source of income for this fund shall be the premium paid by employees and the City of Aurora, transfers from the General Fund or Risk Fund, any funds appropriated or transferred by the City Council during the budget process, any funds obtained from insurance proceeds for the purpose of paying for health care benefits, or any other lawfully available funds. Expenditures from this fund shall be made for the exclusive purpose of paying health care benefits. Appropriations from this fund shall be made on an annual basis or at any other intervals at the discretion of the Aurora City Council. The City Manager and Director of Finance, or their respective designee, are hereby directed to take all actions necessary, proper, and lawful in order to effectuate the transfer of funds as approved in this ordinance.

Section 2. All ordinances or parts of ordinances of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez _____
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: A Resolution Placing a Moratorium on Data Center
Item Initiator: Council Member Amy Wiles
Staff Source/Legal Source: Jason Batchelor, City Manager/Rachel Allen, Deputy 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.

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

☑ This item was requested by Council Member, Amy Wiles

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 8/10/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Council Member, Amy Wiles.

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.

	PETER SCHULTE
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
	8-4-26
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Data Center Moratorium
Item Initiator: Amy Wiles, 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: 8/10/2026

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)

R2026-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO IMPLEMENT DATA CENTER REGULATIONS
Sponsor: Amy Wiles, 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 as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ 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: 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.)*

There is considerable interest and concern among residents within the City that Data Centers have the potential to create an unmanageable burden on critical energy and water resources. Data Centers may affect the character of the surrounding area and that all applications for Data Centers should be considered consistently within the purpose and intent of the City's development goals and plans so that the most appropriate uses of land are encouraged throughout the City. The City Manager will propose revisions to the City Code, UDO and other rules, regulations and standards as are needed for Council's consideration to address the impacts of Data Centers on the surrounding community. Until such regulation of Data Centers can be enacted, the City Manager will not accept Development Applications for new, expanded or increase in the size of Data Centers.

In order to protect the health, safety, and general welfare of the community, this Resolution will take effect immediately and without reconsideration.

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 approve this Resolution with a waiver of reconsideration to stop accepting Development Applications for new or expanded Data Centers until the City Manager can bring forward revisions to the City Code, UDO and other regulations for Data Centers?

LEGAL COMMENTS

City Council shall deal with administrative service for which the City Manager is responsible solely through the manager, and neither the Council nor any member thereof shall give orders to any employee of the City. (City Charter Section 3-10). 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 Section 5-1). A request may be made to waive the reconsideration period or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner. (Council Rules Article II, Section 1). Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Council Rule Article II, Section 1).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO IMPLEMENT DATA CENTER REGULATIONS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution and as such the City has authority to legislate and regulate its local affairs; and

WHEREAS, it is the role of the City Council to enact ordinances, approve resolutions and establish policies and procedures regarding the operations of the City to protect the public health, safety and welfare, including the City's development and land use; and

WHEREAS, there is considerable interest and concern among residents within the City that Data Centers have the potential to create an unmanageable burden on critical energy and water resources; and

WHEREAS, the Unified Development Ordinance ("UDO") Section 146-6.2.D defines a Data Center as, "[a] facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features"; and

WHEREAS, the UDO permits Data Centers in defined business and industrial zone districts and allows data centers as a conditional use in certain mixed-use zone districts; and

WHEREAS, the Large Water Volume Service Ordinance codified in City Code Section 138-161 addresses the commercial and industrial use of water user flow rates within its service area boundary to ensure a sustainable water supply for Aurora residents and businesses in the future; and

WHEREAS, the City Council recognizes that Data Centers may affect the character of the surrounding area and that all applications for Data Centers should be considered consistently within the purpose and intent of the City's development goals and plans so that the most appropriate uses of land are encouraged throughout the City; and

WHEREAS, City Charter Section 3-10 provides that City Council shall deal with administrative service for which the City Manager is responsible solely through the manager, and neither the Council nor any member thereof shall give orders to any employee of the City; and

WHEREAS, City Council directs the City Manager to propose revisions to the City Code, UDO and other rules, regulations and standards as are needed for Council's consideration to address the impacts of Data Centers on the surrounding community to protect the health, safety, and general welfare of the community; and

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

Section 1. The City Manager, or designee, is hereby directed to bring forward revisions to the City Code, Unified Development Ordinance ("UDO") and any other rules, regulations and standards for consideration by the City Council related to, but not limited to, the following:

a) prohibit the use of evaporative cooling in large scale commercial and industrial data centers; and

b) enact land use regulations to ensure appropriate placement of Data Centers and to mitigate adverse neighborhood impacts of Data Centers, including but not limited to, setbacks, buffers, special or conditional use permits; and

c) any additional issues as may be deemed necessary and appropriate by the City Manager that are not inconsistent with this Resolution.

Section 2. The City Manager is directed not to accept new Development Applications that propose to establish as a primary use, expand or otherwise increase the gross-floor area of an existing or new Data Center as of the effective date of this Resolution.

Section 3. This Resolution shall not be applied retroactively. Development Applications currently pending and other contractual negotiations that were initiated prior to the effective date of this Resolution (including incentive agreements pursuant to City Code Section 130-298) shall be expressly exempted from this Resolution.

Section 4. For the purposes of this Resolution, the definition of a Data Center shall be the same as in Section 146-6.2.D of the Unified Development Ordinance.

Section 5. This Resolution shall take effect immediately without reconsideration.

Section 6. All resolutions or parts 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: _____

RACHEL ALLEN, Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Data Center Moratorium 2026
Item Initiator: Peter Schulte, City Attorney
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: 10/19/2026

2nd Regular Meeting (if applicable): Click or tap to enter a date or type 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)

R2026-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING A MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF DEVELOPMENT APPLICATIONS WHERE A DATA CENTER IS INCLUDED AS A PROPOSED PRIMARY USE
A waiver of reconsideration is requested due to this being a time sensitive issue.
Sponsors: Amy Wiles, Council Member / Mike Coffman, Mayor
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 as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ 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: 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.)*

A previous version of the resolution was proposed at the August 10, 2026 City Council meeting and failed.

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

Resolution would authorize a moratorium on the acceptance, processing, or approval of any new development applications beginning from the effective date of the Resolution that would establish as a primary use any new Data Center or expand or otherwise increase the gross-floor area of an existing Data Center use.

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 the Resolution to authorize a moratorium on the acceptance, processing, or approval of new development applications where a data center is including as a proposed primary use?

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. All ordinances and resolutions shall be confined to one subject except in case of repealing ordinances, and ordinances making appropriations shall be confined to the subject of appropriations. (City Charter Section 5-1). (McClelland)

A waiver of reconsideration is requested for this Resolution. A request may be made to waive the reconsideration period or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. (Council Rules Article 2, Section 1).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING A MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF DEVELOPMENT APPLICATIONS WHERE A DATA CENTER IS INCLUDED AS A PROPOSED PRIMARY USE

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution and as such the City has authority to legislate and regulate its local affairs; and

WHEREAS, it is the role of the City Council to enact ordinances, approve resolutions and establish policies and procedures regarding the operations of the City to protect the public health, safety and welfare, including the City's development and land use; and

WHEREAS, there is considerable interest and concern among residents within the City that Data Centers have the potential to create an unmanageable burden on critical energy and water resources; and

WHEREAS, the Unified Development Ordinance ("UDO") Section 146-6.2.D defines a Data Center as, "[a] facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features"; and

WHEREAS, the UDO permits Data Centers in defined business and industrial zone districts and allows data centers as a conditional use in certain mixed-use zone districts; and

WHEREAS, the City Council recognizes that Data Centers may affect the character of the surrounding area and that all applications for Data Centers should be considered consistently within the purpose and intent of the City's development goals and plans so that the most appropriate uses of land are encouraged throughout the City; and

WHEREAS, the City currently does not have comprehensive Data Center-specific local zoning and use laws, regulations, or standards that adequately address all of these issues, and revisions to existing City Code, UDO, and regulations may be needed to establish additional land use standards such as setbacks, a conditional use permit, use of resources like water and power, noise and other ancillary impacts of Data Centers on surrounding properties; and

WHEREAS, City Council must take immediate and responsive action to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, because of the possible effects of Data Centers on surrounding community, the City Council intends to consider revisions to the City Code, UDO and other rules, regulations and standards designed to protect the health, safety, and general welfare of the community; and

WHEREAS, it is appropriate for the City Council to establish a reasonable period of time during which site plans, site plan amendments, and development applications for new or expanded Data Centers will not be accepted or approved in order to survey current Data Centers and to develop text amendments to the City Code, the UDO and other regulations, as needed, to address Data Centers in Aurora.

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

Section 1. A moratorium is hereby authorized on the acceptance, processing, or approval of any new development applications beginning on the effective date of this Resolution that propose to establish as a primary use any new Data Center or expand or otherwise increase the gross-floor area of an existing Data Center use. The purpose of this moratorium is to provide time for the City to construct additional regulations for future Data Centers.

Section 2. As required by City Code and other regulations and law, this Resolution shall not be applied retroactively. Development applications regarding a "Data Center" currently pending or otherwise in the City's development process shall be expressly exempted from this Resolution.

Section 3. For the purposes of this Resolution, the definition of a Data Center shall be the same as in Section 146-6.2.D of the Unified Development Ordinance.

Section 4. Unless extended by the City Council, this Moratorium shall automatically expire upon the effective date of any amendments pertaining to comprehensive ordinances to address Data Center zoning and the adoption of local regulations addressing secondary impacts including but not limited to setbacks, buffer zones, and noise mitigation.

Section 5. Severability. The provisions of this Resolution are hereby declared to be severable. If any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall take effect immediately without reconsideration.

Section 7. All resolutions or parts 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