NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public)
Monday, October 20, 2025

Public Comment Listening Session begins at 6 p.m. The Regular Council Meeting begins 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 p.m and no later than 6:45 p.m.

Members of the Aurora City Council will participate remotely in the October 20, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

Call-in Participation

Council Meeting – Public comment is welcome during the Council Meeting for items appearing on the agenda. Individuals are allotted a maximum of three (3) minutes to speak. Aurora residents are given priority and placed before non-resident speakers when proof of residency is provided to the city clerk.

Public Comment Listening Session –Public Comment is welcome during the Public Comment Listening Session on non-agenda matters of City concern. Individuals are allotted a maximum of two (2) minutes to speak. Aurora residents are given priority and placed before non-resident speakers when proof of residency is provided to the city clerk.

To participate, individuals must call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 5:30 p.m. on the day of the Council Meeting.

- Individuals wishing to comment during the Public Comment Listening Session must call in and be in the queue by 5:45 p.m.
- Individuals wishing to comment on agenda items during the Council Meeting must call in and be in the queue before the agenda item title is read. Once the title is read, no additional calls for that item will be accepted.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the Office of Accessiblity at 303.326.8857.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, October 20, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)

City of Aurora, Colorado

Monday, October 20, 2025

EXECUTIVE SESSION

(Clsoed to the Public)

VIRTUAL ONLY

4:15 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public)

VIRTUAL ONLY

4:35 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public)

VIRTUAL ONLY

6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

VIRTUAL ONLY

Meeting begins 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 p.m. and no later than 6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, October 20, 2025
VIRTUAL MEETING

Public Comment Listening Session begins at 6 PM. The regular Council Meeting will begin 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 PM and no later than 6:45 PM

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

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   6.b October 6, 2025 Meeting Minutes 12

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. CONSENT CALENDAR - MOTIONS

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

   9.a Motions

   9.b Planning Matters

   9.c Appointments to Boards and Commissions

9.c.1 **Consideration to Remove One (1) Member from the Aurora Youth Commission** 18

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

9.c.2 **Consideration to Appoint One (1) Adult Member to the Aurora Youth Commission** 22

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

9.c.3 **Consideration to Appoint One (1) Member to the Career Service Commission** 49

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

9.c.4 **Consideration to Appoint One (1) Member and Reappoint One (1) Member to the Citizens Advisory on Housing and Community Development** 56

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

10.a Resolutions

10.a.1 **Adult Protective Services (APS) Cooperative Agreement** 72

R2025-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT AND ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney

10.a.2 **Aurora Police Department (APD) and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) National Integrated Ballistic Information Network (NIBIN) Enforcement Support System (NESS) Memorandum of Understanding (MOU) and Addendum** 83

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D.J. Tisdale, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney

10.a.3 **Aurora Police Department (APD) and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Memorandum of Understanding (MOU)** 99

R2025-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES ("ATF") AND THE AURORA POLICE DEPARTMENT RELATED TO REIMBURSEMENT FOR OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE

D.J. Tisdale, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney

10.a.4 **Aurora Police Department (ADP) and Aurora Public Schools (APS) Memorandum of Understanding (MOU)** 111

R2025-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND AURORA PUBLIC SCHOOLS RELATED TO SCHOOL RESOURCE OFFICERS

Mike Hanifin, Commander, Police / Mandy MacDonald, Assistant City Attorney

10.a.5 **Facial Recognition Technology for Law Enforcement** 123

R2025-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ACCEPTING SUBMISSION OF THE AURORA POLICE DEPARTMENT'S FACIAL RECOGNITION ACCOUNTABILITY REPORTS IN ACCORDANCE WITH C.R.S. § 24-18-302(4)

Chris Poppe, Commander, Police / Mandy MacDonald, Assistant City Attorney

10.a.6 **Authorizing Housing and Community Services to Accept Award from the Department of Local Affairs for a Down Payment Assistance Program** 268

R2025-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO'S DEPARTMENT OF LOCAL AFFAIRS, FOR A GRANT FROM THE STATE FOR DOWN PAYMENT ASSISTANCE LOANS TO ELIGIBLE HOME BUYERS

Sarah Pulliam, Manager of Community Development, Housing and Community Services / Tim Joyce, Assistant City Attorney

10.a.7 **Neighborhood Park Name Recommendation at S. Ider and E. Smoky Hill** 320

R2025-120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF NAMING A NEIGHBORHOOD PARK IN THE WHEATLANDS DEVELOPMENT AS THE "SKYWATCH PARK"

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

10.a.8 **Mount Nebo Memorial Park and Cemetery Local Landmark Nomination** 344

R2025-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL DESIGNATING MOUNT NEBO MEMORIAL PARK AS A LOCAL LANDMARK

Sponsor: Danielle Jurinsky, Council Member

Chris Geddes, Museum Program Supervisor, Library and Cultural Services / Tim Joyce, Assistant City Attorney

Outside Speaker: Sheila Abrahamsson, Mount Nebo Memorial Park and Cemetery

10.a.9 **2026 City Pay Table and Classification** 384

R2025-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2026 CITY PAY TABLE AND CLASSIFICATIONS

Jennifer Lorenzen, Deputy Director, Human Resources / Kim Skaggs, Assistant City Attorney

10.a.10 **Tax Rebate Agreement – NTT Global Data Centers** 421

R2025-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND NTT GLOBAL DATA CENTERS DN1, LLC ("COMPANY")

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

10.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12. INTRODUCTION OF ORDINANCES

City Council will be acting in ex-officio capacity on Items 12.a -12.f

12.a General Improvement District 1-2007 (Cherry Creek Racquet Club) 2026 Operating Budget 441

2025-89 AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.b General Improvement District 1-2016 (Cobblewood) 2026 Operating Budget 446

2025-90 AN ORDINANCE OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 (COBBLEWOOD GENERAL IMPROVEMENT DISTRICT) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.c General Improvement District 2-2011 (Aurora Conference Center) 2026 Operating Budget 451

2025-91 AN ORDINANCE OF THE AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.d General Improvement District 2-2009 (Pier Point 7) 2026 Operating Budget 456

2025-92 AN ORDINANCE OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.e General Improvement District 1-2008 (Peoria Park) 2026 Operating Budget 461

2025-93 AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.f General Improvement District 3-2008 (Meadow Hills Country Club) 2026 Operating Budget 466

2025-94 AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.g 2026 Adopting Budget Ordinance 471

2025-95 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

12.h 2026 Budget Appropriations Ordinance 480

2025-96 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

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

12.i 2026 Tax Levy Ordinance 486

2025-97 AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, AND AUTHORIZING A TEMPORARY PROPERTY TAX CREDIT FOR 2026

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

12.j Increase the E-911 Surcharge Imposed on Phone Service 491

2025-98 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA AMENDING SECTION 58-1 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO AN INCREASE OF THE E-911 SURCHARGE AND ADDING SECTION 58-2 TO THE CITY CODE OF THE CITY OF AURORA RELATED TO THE CITY MANAGER'S AUTHORITY TO ADJUST FEES

Scott Newman, Chief Information Officer, Information Technology / Hanosky Hernandez, Senior Assistant City Attorney

12.k 2026 Proposed Rates and Fees 497

2025-99 AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO RATES AND CONNECTION FEES FOR THE PROVISION OF WATER, SANITARY SEWER AND WASTEWATER SERVICES

Cat Olukotun, Deputy Director of Business Services, Aurora Water / Ian Best, Assistant City Attorney

12.l **Graywater** 548

2025-100 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-151, 138-154, 138-256, AND 138-259 OF THE CITY CODE PERTAINING TO THE PROHIBITION OF THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF ALL GRAYWATER

Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water / Stephen Cann, Senior Assistant City Attorney

12.m **Unified Development Ordinance (UDO) Amendment – Text Change for Landmark Designation** 563

2025-101 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-2.6.5.C.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO LOCAL LANDMARKS AND PROPERTIES LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES

Chris Geddes, Museum Program Supervisor, Library and Cultural Services / Tim Joyce, Assistant City Attorney

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a **Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings, and Changes to Council Rules** 590

Sponsor: Mike Coffman, Mayor

Peter Schulte, City Attorney

17. REPORTS

17.a **Mayor**

17.b **Council**

18. ADJOURNMENT

MINUTES

Special Council Meeting of the Aurora City Council

Saturday, October 4, 2025

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Amsalu Kassaw
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Stephanie Hancock	Crystal Murillo
	Danielle Jurinsky	Steve Sundberg

COUNCIL MEMBERS ABSENT: Curtis Gardner

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1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

(All standing)

Mayor Coffman lead the pledge of allegiance.

4. MOTION TO ENTER EXECUTIVE SESSION

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (1): Curtis Gardner

4.a Duties and Responsibilities of Council as it Pertains to the City

Legal Advice C.R.S. §24-6-402(4)(b)

5. MOTION TO RETURN TO OPEN SESSION

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

Moved by: Alison Combs

Second by: Stephanie Hancock

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (1): Curtis Gardner

6. EXECUTIVE SESSION UPDATE

7. GENERAL BUSINESS

7.a Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings, and Changes to Council Rules

Sponsor: Mike Coffman, Mayor

Peter Schulte, City Attorney

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Does Council wish to continue virtual Council Meetings?

Voting Aye: (5): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, and Angela Lawson

Voting Nay: (5): Mayor Coffman, Alison Coombs, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (1): Curtis Gardner

8. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, October 6, 2025
VIRTUAL MEETING

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Amsalu Kassaw
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Curtis Gardner	Crystal Murilla
	Stephanie Hancock	Steve Sundberg
	Danielle Jurinsky	

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1. CALL TO ORDER

Mayor Coffman convened the regular meeting of the City Council at 6:23 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the October 6, 2025 council meeting.

4. PLEDGE OF ALLEGIANCE

Pledge of Allegiance recited.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the executive session, stating vendor selection was discussed.

Mayor Coffman read a land acknowledgment.

6. APPROVAL OF MINUTES

6.a September 22, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does Council wish to approve the minutes of the September 22, 2025 meeting?

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Absent: (1): Crystal Murillo

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

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to adopt the agenda?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

9. CONSENT CALENDAR - MOTIONS

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

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

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

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Absent: (1): Crystal Murillo

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Reappoint One (1) Member to the Building Code, Contractor Appeals & Standard Board

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

9.c.2 Consideration to Appoint Ten (10) Members to the Civic Engagement Commission

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

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

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

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

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

10.a Resolutions

10.a.1 Green Valley Ranch East (GVRE) Public Improvement Funding Agreement, Second Amended and Restated

R2025-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP, INC. REGARDING PUBLIC IMPROVEMENT FUNDING

Haley Johansen, City Engineer, Development Services / Brian Rulla, Assistant City Attorney

10.a.2 Second Amendment to an Intergovernmental Agreement (IGA) Regarding Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

R2025-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR MURPHY CREEK AT YALE AVENUE AND JEWELL AVENUE

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

10.a.3 Intergovernmental Agreement (IGA) Amendment for Coal Creek at Picadilly Road

R2025-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL

AGREEMENT BETWEEN THE CITY OF AURORA COLORADO 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 COAL CREEK AT PICADILLY ROAD

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

10.a.4 Land and Water Acquisition from Kersey I-K Farm

R2025-113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS AND REAL PROPERTY BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND KERSEY I-K FARM, LLC

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, Senior Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 Consolidating Parks and Recreation, Open Space, and Golf Course Advisory into a Single Parks, Recreation, and Open Space Advisory Board

2025-76 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD

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

10.b.2 Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission

2025-77 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION

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

10.b.3 Amending Membership Provisions for the Library Board

2025-79 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD

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

10.b.4 Updating the Art in Public Places Program to Reflect Current Practices

2025-81 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAM Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

10.b.5 Off Highway Vehicle

2025-88 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 134-223 TO THE CITY CODE PERTAINING TO PERMITTING MINORS TO DRIVE OFF HIGHWAY VEHICLES IN THE CITY

Sponsor: Françoise Bergan, Council Member Steve Spanos, Patrol Officer, Police / Megan Platt, Deputy City Attorney

11. REPORTS

11.a Mayor

Mayor Coffman has a townhall meeting on October 18 at the Aurora Central Library. Because being mayor is a full-time job, he does not go over all his activities every two weeks. He is impressed that some city council members work full-time voluntarily. A lot of the things he works on are on his Facebook page.

11.b Council

CM Coombs wants to appoint Pastor Topaz McBride to the Citizens Budget Advisory Committee in place of Venetia Shrestha who has not had the capacity to attend the meetings. Additionally, CM Coombs would like to thank the community who is able to attend the in-person portion of the meeting, and she hopes to see when people show up in person they are respecting the agenda and engaging in good faith, and she hopes that council will also have the capacity to do the same when the vote comes forward to again hold the meetings in person.

CM Jurinsky got together with a group of neighbors and cleaned up the DeLaney Farm Park. Elizabeth Cadiz, Chief Public Defender, was present with her son, along with a group of Rangeview High School students, Marsha Berzins, Ward 3 candidate, and other volunteers. She has been going through emails from constituents. She asks if there are any parks or open space in Aurora that need cleaned up, please continue to email her.

CM Sunberg attended a gala fundraiser for Greg McDonald Evangelical Association. Greg McDonald has gone every Sunday for 27 straight years to visit people in prison and helps to feed thousands of folks a month. CM Sunberg is proud that their Wellness Court was featured on CBS News. CM Sunberg met with some stakeholders on transit gaps in Ward 2, and they are well underway with a study and a survey of employees to find out what the best program will be and a grant from RTD. CM Sunberg, as well as CM Bergan and possibly other council members, had a sneak-peek tour of the Food Bank of the Rockies 270,000-square-foot modern, state-of-the-art facility in Ward 2, which will have about 350 food bank clients.

CM Medina reminds council of his town hall next Tuesday, the 14th, where they will talk about the commemoration of the 250 years and 150 years celebration.

CM Hancock, along with Mayor Coffman, attended the Galen Nursing School grand opening. CM Hancock went to see School House Rock at the Fox Theater and Mini Con on the AMC Great Lawn. CM Hancock, Bergan and Medina went to Rocky Ford to tour the waterworks and notes the importance of water infrastructure and being good stewards of water. CM Hancock's townhall is this Thursday at 6:30 at Noonan's on the Heather Ridge Golf Course, and she ask everyone attend. They will be talking about energy independence and Aurora's energy future.

CM Lawson has two town halls in October on the 18th at Heather Gardens and on the 21st at Mission Viejo. The water department will be present, traffic safety will be discussed, and RFP for older adults.

CM Bergan had a lot of meetings connected to E-474 and preparing to be on a panel, and is doing a tour of the Denver Airport, following along the E-474 corridor. CM Bergan attended the Fitzsimmons Redevelopment Authority Board meeting. CM Bergan and the Mayor attended the Share Back and Grants Program at Arapahoe County Fairgrounds, and the City of Aurora received over $13 million award to help with parks. She also attended the Metro Housing Coalition and toured the Food Bank of the Rockies. She had management finance committee, and Friday, Arkansas Valley Water Tour near Rocky Ford, and the budget workshop on Saturday.

18. <u>ADJOURNMENT</u>

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: Consideration to Remove One (1) Member from the Aurora Youth Commission
Item Initiator: Kadee Rodriquez, City Clerk
Staff Source/Legal Source: Kadee Rodriquez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Aurora Youth Commission's role is to advise City Council, the City Manager and the Director of the Department of Parks, Recreation & Open Space regarding the interests of youth in Aurora. The Commission's mission is to better the well-being of Aurora's youth through representation, service and action.

The Aurora Youth Commission consists of twenty-two (22) members; sixteen (16) members between the ages of 14-20, and six (6) members must be twenty-one years of age or older. The term length is two (2) years, and members may serve up to four (4) consecutive terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

In accordance with the Bylaws for the Aurora Youth Commission the attendance policy states as follows:

Article V, Section C – Meeting Attendance
A. Commissioners shall attend all regularly scheduled Commission meetings.
B. Members shall give prior notice to the Chair, or the staff liaison, of an absence from a regularly scheduled meeting. Absence from a regularly scheduled meeting without prior notification will be considered unexcused.
C. Members who accrue two consecutively unexcused absences or four excused absences in a twelve-month period may be referred to City Council for dismissal.

As of September 4, 2025, Isabella Gonzalez has not attended two consecutive meetings and has not given prior notification of being absent. The Commission attempted to contact Isabella on August 13, 2025 regarding her excessive asbences, but she has not responded to multiple email attempts. Per the last communication with Isabella, she indicated she wasn't planning on attending any further meetings in 2025.

Due to abscences and failure to respond to emails, the Aurora Youth Commission respectfully recommends the removal of Isabella Gonzalez from the Aurora Youth Commission.

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 support the removal of Isabella Gonzalez from the Aurora Youth Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) All members of boards and commissions are subject to removal by City Council at its pleasure and at any time without cause. (City Charter, art. IX, sec. 9-1) (Tjoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Dave Wagner, City Liaison, Aurora Youth Commission and Marcus Bond, City Clerk Analyst

Through: Donna Hunt, Youth services

Date: September 4, 2025

Subject: Consideration to Remove a member from the Aurora Youth Commission

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The Aurora Youth Commission respectfully recommends the removal of Isabela Gonzalez from the Aurora Youth Commission for the following reason(s):

Isabella stated at the end of last session that she was not planning on returning for the 2025/2026 Session. As of September 4th, 2025, she has missed two consecutive meetings.

In accordance with the Bylaws, Article V, Section C:

Members who accrue two consecutively unexcused absences or four excused absences in a twelve-month period may be referred to City Council for dismissal.

The board member was contacted on the following days regarding the Aurora Youth Commission's concerns:
Wednesday, August 13, 2025

The board member's response was as follows: Isabella did not respond to multiple email attempts to contact.

Recommendation

The Aurora Youth Commission respectfully recommends to city council the removal of Isabella Gonzalez as a member on the Aurora Youth Commission.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Adult Member to the Aurora Youth Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Aurora Youth Commission's role is to advise City Council, the City Manager and the Director of the Department of Parks, Recreation & Open Space regarding the interests of youth in Aurora. The Commission's mission is to better the well-being of Aurora's youth through representation, service and action.

The Aurora Youth Commission consists of twenty-two (22) members; sixteen (16) members between the ages of 14-20, and six (6) members must be twenty-one years of age or older. The term length is two (2) years, and members may serve up to four (4) consecutive terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Aurora Youth Commission currently has five (5) youth member vacancies and five (5) adult member vacancies. The Commission received four (4) applications and a interview was conducted on September 16, 2025 for the adult vacancies.

Among the applicants were:
Shana Jones - Adult
Lillian Ray - Youth
Abdullahi Adan – Youth
Whitaker Heagerty - Youth

Upon conducting the interview, the Aurora Youth Commission respectfully recommends the appointment of the following candidate:

Shan Jones (Adult) – 1st term beginning 8/1/2025 and ending on 7/31/2027

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 support the appointment of Shana Jones to the Aurora Youth Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The Aurora Youth Commission shall consist of twenty-two (22) voting members. Of the voting members, sixteen (16) members shall be ages 14 through 20. Six (6) voting members shall be adults of the age of 21 or over. The composition of the Commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process. Commission members must be residents of the City, except that any student currently enrolled in a secondary school within the City is a qualified member regardless of their city of residence. Each Commissioner serves a two-year term. (City Code § 2-902). Each commissioner may serve a maximum of four consecutive terms. (Resolution R2025-78). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: David Wagner, Staff Liaison/Supervisor of Youth Services, Aurora Youth Commission

Through: Marcus Bond, City Clerk Analyst
Brian Green, Director, Parks, Recreation and Open Space Department
Wynter Stieger, Acting Recreation Services Manager, Recreation Division, PROS
Donna Hunt, Superintendent of Youth Services, Recreation Programs, PROS

Date: September 16h, 2025

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission
Number of Vacancies: 5 youth, 5 adults

Interview Information

Date of Interviews: September 16th, 2025
Applicant Names: Shana Jones, Abdullahi Adan, Salahdiin Adan and Lillian Ray
Applicants Interviewed: 1 Adult

Recommendation

Suggested Appointment: Shana Jones
Summary: Shana Jones, a long-time Aurora resident of Ward 4, brings nearly two decades of experience in human services, with extensive work in both Arapahoe and Adams counties. Currently serving as a Family Resource Navigator, she specializes in connecting families and youth to vital resources, organizing community events, and leading projects such as youth holiday gift drives. Shana has a strong history of community service, from hands-on volunteer work with families experiencing homelessness to coordinating donation efforts and supporting local events. Her references would describe her as a positive, compassionate, and empathetic leader who prioritizes the well-being of those around her. Deeply committed to her community and passionate about supporting young people, Shana expressed readiness to fully commit to the two-year term and active participation in the Youth Commission.

The Aurora Youth Commission strongly supports the appointment of Shana Jones as a member of the Aurora Youth Commission.

Aurora Youth Commission

Applicant Package - Ward IV

Aurora Youth Commission - Ward IV

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 10

Number of applicants in this package 1

- Jones, Shana

Received: 09/10/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted on 9/10/2025

Name: Jones, Shana

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
25 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Bachelors in Urban Ministry

College(s) Attended:
Aspen Christian College

Employer Name:
Arapahoe County Human Services

Employer Address:
14980 E Alameda

Current Position:
Family Resource Navigator

Years with Current Employer:
3

Work Experience:
Assessment: Evaluating families' needs through interviews or screenings. Resource Identification: Identifying appropriate local resources and support services (e.g., housing, food, childcare, healthcare, education). Referral & Coordination: Referring families to services and coordinating with agencies to ensure support is provided. Advocacy: Acting as an advocate for families to help them overcome barriers to access (e.g., language, transportation, eligibility). Follow-Up: Tracking progress and maintaining contact with families to ensure they receive and benefit from services. Documentation: Keeping accurate records of family interactions, needs, referrals, and outcomes. Outreach & Education: Providing families with information and education on available resources, rights, and self-advocacy.

Certification(s):
N/A

How are you involved in your community?:

I am actively involved in my community by attending local events and partnering with various organizations and resource providers. This allows me to stay informed about the services and programs available, build relationships, and better support individuals and families by connecting them to the right resources

List your interests and activities.:
Actively involved in my daughter's sports through the local recreation center and Aurora Public Schools, Support and attend local sports games and school events, Participate in water aerobics at Central Recreation Center Enjoy being part of planning and overseeing community events, Attend church regularly in Aurora, Explore and support various events happening in the Aurora area

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 deeply care about the youth in our community, especially as my daughter is growing up here. I'm passionate about contributing to the well-being and growth of the place we call home. I love the community I reside in and want to be part of creating positive change and making a meaningful difference for families and future generations.

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

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:
Katherine Hill [redacted]

Reference 2: Full Name, Phone Number and Address:
Gloria Shea [redacted]

Reference 3: Full Name, Phone Number and Address:
Janelle Jones [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:
Shana Jones

Time of Submission: 09/10/25 1:34:56 PM

Aurora Youth Commission

Applicant Package - Ward V

Aurora Youth Commission - Ward V

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Adan, Abdullahi

Received: 06/24/2025
Ward V Resident & Aurora Student
Arapahoe County
Vetted: 06/30/2025

Marcus Bond

Name: Adan, Abdullahi

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
All 16 years of my life.

Are you registered to vote?:

No

Years of Education Completed:
11

Degree(s) Received:
Expecting High School Diploma next year

College(s) Attended:
0, Taken classes at Community College.

Employer Name:
King Soopers

Employer Address:
4271 S Buckley Rd

Current Position:
Cashier

Years with Current Employer:
1 Year 7 Months

Work Experience:
I work as a cashier and courtesy clerk at King Soopers, where I provide friendly and efficient customer service. I handle cash and electronic transactions accurately and assist with stocking shelves and keeping the store organized. I support my team by helping maintain a clean, welcoming environment for customers. This job has helped me develop strong communication, multitasking, and teamwork skills.

Certification(s):
Food Safety, Money Handling.

How are you involved in your community?:

I'm actively involved in my community through Xisaab Academy, a nonprofit I founded to provide tutoring and academic support to students who need extra help. Through Xisaab Academy, I organize tutoring sessions, create study materials, and mentor younger students to help them improve their skills and confidence in subjects like math and science. This work allows me to give back by empowering others to succeed academically and build a stronger community. Beyond that, I participate in school leadership roles and community events that promote education and equity.

List your interests and activities.:
Interests: Law and international relations Public speaking and debate Community service and leadership Healthcare awareness and education Technology and app development Sports management Activities: Senior Class President President of Muslim Student Association Co-founder and President of Black Student Association Co-founder and President of Ethnic Student Association Captain of the Debate Team Founder of Adan Sports Management Founder of Xisaab Academy (tutoring nonprofit) Participant in MIT Summer Program for App Development Cashier and Courtesy Clerk at King Soopers

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 want this appointment because I am determined to make a real difference for the youth in Aurora. I care deeply about my community and believe young people deserve a strong voice in shaping the future. Through my leadership roles and nonprofit work, I have proven I take action and lead with purpose. This is my chance to stand up, push for positive change, and make sure the needs and ideas of young people are heard and respected. I am ready to work hard, listen, and bring energy and dedication to the Aurora Youth Commission.

How much time do you anticipate being able to spend on this appointment each month?:
I am available to dedicate as much time as the Aurora Youth Commission needs. I can commit up to 30 hours per week to meetings, events, projects, and any other responsibilities. I want to be fully involved and make a real impact.

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:
Sooyoung Matthews, [redacted]

Reference 2: Full Name, Phone Number and Address:
Rachel Shearer, [redacted]

Reference 3: Full Name, Phone Number and Address:
Debbie Yarrow, [redacted]

How did you hear about us?:

News Aurora (water bill newsletter);Channel 8;Word of Mouth

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

Time of Submission: 06/24/25 8:25:27 AM

Attachments

- Abdullahi Resume.pdf

Abdullahi Adan

[redacted]

[redacted]

[redacted] corporate lawyer or diplomat. Passionate about leadership, international relations, and using law and policy to create meaningful change.

Education

Lotus School for Excellence — Rising Senior
Expected Graduation: 2026

- Relevant Coursework: Debate, Political Science, Business, Advanced Math

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Work Experience

King Soopers — Cashier and Courtesy Clerk
Dec 2023 – Present

- Provide excellent customer service in a fast-paced environment
- Manage transactions efficiently and accurately
- Assist with stocking and organizing store merchandise

Leadership & Extracurricular Activities

Senior Class President

- Elected by peers to represent the senior class and lead student initiatives

Muslim Student Association (MSA) — President

- Lead school-wide cultural and community events promoting inclusion and understanding

Black Student Association — Co-founder and President

- Established a space for cultural empowerment and student advocacy

Ethnic Student Association — Co-founder and President

- Drive events and dialogue promoting diversity and equity

Debate Team — Captain

- Lead competitive debate team with focus on policy and law-related topics
- Ranked 6th in Colorado for Congressional Debate

Founder, Adan Sports Management

- Manage sports-related projects and client relationships

Tutor, Nonprofit Founder

- Founded a tutoring nonprofit to help peers improve academic skills

MIT Summer Program — App Development

- Selected participant in a prestigious technology program

Skills

- Leadership & Team Management
- Public Speaking & Debate
- Customer Service & Communication
- Social Media & Event Planning
- App Development Basics
- Multicultural Competence

Aurora Youth Commission

Applicant Package - Ward V

Aurora Youth Commission - Ward V

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Adan, Salahdiin

Received: 06/24/2025
Ward V Resident & Aurora Student
Arapahoe County
Vetted: 06/30/2025
Marcus Bond

Name: Adan, Salahdiin

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
14 Years, all my life!

Are you registered to vote?:

No

Years of Education Completed:
9, Graduate High School 2028

Degree(s) Received:
0

College(s) Attended:
0

Employer Name:
None

Employer Address:
None

Current Position:
None

Years with Current Employer:
None

Work Experience:
None

Certification(s):
None

How are you involved in your community?:
I'm involved in my community by using my voice to lead, educate, and support others. As Vice President and Social Media Manager of the Muslim Student Association at my school, I help organize events that build understanding and unity among students from all backgrounds. I'm also a Junior Captain on the debate team, where I mentor teammates and speak on topics that matter to our generation, like healthcare and social justice. Outside of school, I run a TikTok and Instagram account where I break down medical syndromes and health issues in simple ways so more people, especially youth, can understand them. I'm also starting a nonprofit to raise awareness about basic health rights and HIPAA protections in underserved communities. My goal is to make health knowledge more accessible and help others feel confident when it comes to their care.

List your interests and activities.:
Interests: Healthcare and medicine Public health education Patient rights and HIPAA awareness Social media content creation Community leadership Public speaking and debate Activities: Vice President & Social Media Manager, Muslim Student Association Junior Captain, Debate Team Founder of upcoming nonprofit focused on medical education Creator of TikTok and Instagram content explaining medical syndromes and health topics Volunteering in the community through school events and health education outreach

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 want this appointment because I am committed to making a real difference for the youth of Aurora and all of Colorado. I know firsthand the challenges young people face here, especially around health education, community safety, and equal access to resources. As Vice President of the Muslim Student Association at my school, I create safe spaces and organize events that bring students together across different backgrounds. As a Junior Debate Captain, I develop strong communication skills and lead conversations on issues that matter to our generation. I also run social media accounts that teach medical awareness and patient rights to young people in my community. The Aurora Youth Commission needs members who understand local challenges and can bring bold, actionable ideas. I am ready to listen, lead, and work hard to ensure the voices of Aurora's youth are heard and respected throughout Colorado.

How much time do you anticipate being able to spend on this appointment each month?:
I am available to dedicate as much time as the Aurora Youth Commission needs. I can commit up to 30 hours per week to meetings, events, projects, and any other responsibilities. I want to be fully involved and make a real impact.

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:
Sooyoung Matthews, [redacted]

Reference 2: Full Name, Phone Number and Address:
Rachel Shearer, [redacted]

Reference 3: Full Name, Phone Number and Address:
Mehmet Ates, [redacted]

How did you hear about us?:

News Aurora (water bill newsletter);Channel 8;Word of Mouth

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

Time of Submission: 06/24/25 8:16:56 AM

Attachments

- Salahdiin_Adan_Resume.pdf

Salahdiin Adan

[redacted]

Rising Sophomore at Lotus School for Excellence | GPA: 3.8

Objective

Aspiring healthcare professional passionate about medical equity, patient advocacy, and health education. Dedicated to helping others through leadership, outreach, and healthcare awareness initiatives.

Education

Lotus School for Excellence Rising Sophomore

Expected Graduation: 2027

- GPA: 3.8

- Relevant Coursework: Biology, Health Science, Intro to Debate

Leadership & Extracurricular Activities

Muslim Student Association (MSA)

Vice President & Social Media Manager

- Helped create a welcoming environment for students of all backgrounds

- Organized events focused on mental health, cultural identity, and service

- Managed MSAs social media to engage and inform the school community

Debate Team

Junior Captain

- Mentor to new debaters and assist with argument structure and delivery

- Competed in tournaments, including debates on healthcare and public policy

Medical Awareness Nonprofit (In Progress)

Founder

- Launching a youth-led initiative focused on medical education and patient rights
- Creating resources to teach underserved communities about HIPAA, basic first aid, and how to advocate for themselves in medical settings

Skills

- Public Speaking & Persuasive Communication
- Team Leadership & Mentorship
- Community Engagement & Outreach
- Social Media Management
- Basic Medical & Health Knowledge
- Event Planning & Organization

Aurora Youth Commission

Applicant Package - Ward II

Aurora Youth Commission - Ward II

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Ray, Lillian

Received: 8/1/2025
Ward II Resident & DPS Student
Adams County
Vetted: 8/1/2025
Marcus Bond

Name: Ray, Lillian

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
3-4 years

Are you registered to vote?:

No

Years of Education Completed:
Through junior year of high school

Degree(s) Received:
N/A

College(s) Attended:
N/A

Employer Name:
N/A

Employer Address:
N/A

Current Position:
N/A

Years with Current Employer:
N/A

Work Experience:
I mainly work odd jobs sometimes. Right now I help a charcuterie business with special events every few weeks but have worked as a voice actor and interned at an apothecary in the past.

Certification(s):
None.

How are you involved in your community?:

I am involved in my community through my volunteer work, spending time at the hospital multiple days a week. In this role I have many tasks but my favorite is bringing around a book cart with different comfort items like blankets and hats; games, puzzles, activities, and magazines. I get to knock on the doors of patient rooms, introducing myself and offering any number of the items to patients and their families. Sometimes people want company for extended periods, to offer me their advice as a young person, or have interesting requests to fulfill. The other day a blind woman asked me for batteries for her transistor radio. She didn't need a room with a view, she needed a landscape she could listen to. When I brought them to her, she managed to smile at me, even though she couldn't see where I was in the room. At the hospital, I am consistently awed and humbled by the resilience and adaptability of people in the most trying of times. At some point in everyone's lives they will have to visit or be admitted to a hospital. I was born in one, and have been rushed back to it a few times over the years. In this way, the patient experience is the human experience; the hospital, the pulse point of a community.

List your interests and activities.:
I am highly interested in literature and creative writing. I have been writing seriously for about 8 years and go to DSA where I get to practice what I love every day. I love to read, especially classics, and am constantly trying to expand my vocabulary and knowledge of different time periods. By doing many different things with my time, I hope to become a real Renaissance man. Firstly, I am very interested in linguistics and am currently learning Korean, which I speak at an advanced level. I take classes two times a week online through Auburn University and love the way the language is structured and spoken. In addition, I play the guitar— mainly fingerpicking and playing lead parts. I work with a guitar teacher to enhance my understanding of music theory and one day be able to compose. I also do art in many different media including charcoals, gouache paints, pastels, and ceramics. I have a kick wheel in my garage which I use to throw pots, bowls, and vases. In school, I am the founder and co-editor in chief of the newspaper club, which has been exceedingly difficult to start from scratch with no funding or district support. My goal for this next year is to increase the frequency and cohesiveness of our issues. I am a member of the GSA, and have done Speech and Debate in the past. I love to learn, especially about topics such as anatomy and forensics. I have taken courses online in these areas and love nonfiction books about my interests. Athletic-wise, I play golf frequently and hope to join a team this year.

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 desire this appointment because I have a strong sense of morals and justice, believing in the power of bureaucracy to create changes that align with these values. As a natural leader, I would use my position to advocate for youth, a group that has historically been disserviced in many ways. My creativity and attention to detail would lend itself well to implementing ideas that are innovative and well-thought out. I would be honored to have an outlet for my passion about issues affecting youth and the ability to make measurable impact.

How much time do you anticipate being able to spend on this appointment each month?:
8-10 hours

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Moss Kaplan [redacted]

Reference 2: Full Name, Phone Number and Address:
Brenna Wicks [redacted]

Reference 3: Full Name, Phone Number and Address:
Jeffrey Mosier [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:
Lillian Ray

Time of Submission: 08/01/25 1:20:48 PM

Attachments

- Transcript.pdf

- Resume .pdf

Lillian (Lilith) Ray

[redacted]

Education:

Denver School of the Arts, Denver, Colorado
Graduation: May, 2027
GPA (unweighted): 4.0; GPA (weighted): 5.088

Skills:

-Attention to detail

-Hard-working

-Leadership

-Proficient at Technology/Social Media Usage

-Strong Writer

-Good Orator

-Fast-learner

-Driven

-Creative

-Critical Thinker

Activities & Involvement:

Newspaper Club Founder and Co-Editor-in-Chief: 2024-Present

- Worked with school to start club, made posters and attracted members
- Managed a team of 10+ students
- Created and designed a public website
- Came up with a name and logo for the newspaper
- Wrote and edited multiple articles
- Developed new process for publishing issue which will be put in place this year

Gender and Sexuality Alliance Member: 2023, 2025-Present

- engaged in discussions about LGBTQ+ rights

- took part in teamwork/bonding activities
- connected with LGBTQ+ student body members

Korean Classes: 2022-Present

- Took classes twice a week to learn Korean as a foreign language
- Engaged with another culture and its customs
- Participated in Korean speech contests to boost confidence speaking

Pottery Classes: May, 2025

- Took 6 weeks of pottery classes to gain a new skill
- Learned to throw, trim, and glaze pots
- Learned to keep trying at something I'm not natural at

Speech and Debate Member: 2023-2024

- Wrote informative speeches
- Competed against students in other high schools
- Developed skill and confidence in public speaking

Anthropology Intern: Fall, 2023

- Studied with Professor of Anthropology at CU Boulder
- Learned to Write Scientifically
- Presented my findings to my class

Scuba Diving Certification: Summer, 2023

- Did a weekend intensive learning how to safely dive to advance depth
- Completed an open water dive in New Mexico
- Pushed myself physically and mentally
- Learned to conduct myself calmly under intense pressure

<u>Volunteer Experience:</u>

Denver Health Volunteer: December 2023- Present

- Helped with administrative tasks like sorting, labeling, and organizing
- Distributed comfort items to patients
- Learned to maintain a conversation with strangers comfortably
- Had to think on my feet
- Helped alleviate the stress of doctors and nurses
- Provided company to patients for extended periods
- Made maps of the hospital for other volunteers and helped train onboards

- Advocated for the rights of volunteers
- Packed bags of supplies for newborns

Work Experience:

Voice Acting: 2018-Present

- Made multiple successful radio advertisements
- Learned to control my voice
- Had to collaborate with writers and producers to negotiate scripts

Apothecary Internship: 2022-2023

- Learned to interact with customers
- Used phone etiquette and learned to use e-commerce technology
- Restocked shelves and herbs
- Learned about medicinal plants

Charcuterie cart: Summer 2025-Present

- Maintained food safety protocol
- Stocked and restocked the cart
- Learned to work in extreme weather
- Talked with customers and fulfilled orders
- Assisted with cleanup and dissembling the cart

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Career Service Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

The Career Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is six (6) years and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Career Service Commission currently has one (1) vacancy. The Commission received one (1) application and an interview was conducted on August 21, 2025.

The applicant was:
Alan Mendel

Upon conducting the interview, the Career Service Commission respectfully recommends the appointment of the following candidate:

Alan Mendel – 1st term beginning 8/1/2024 and ending on 7/31/2030

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to appoint Alan Mendel to the Career Service Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art. III, sec. 3-11 and art. IX, sec. 9-1). The career service commission consists of five civic-minded persons, registered voters, and residents of the City. All appointments to this commission are for a six-year term and each member may serve up to two terms and shall serve until a successor is appointed and qualified. (City Charter, art. IX, sec. 9-3 and Resolution 2025-78). (TJoyce)

MEMORANDUM

TO: Mayor Coffman and members of City Council

FROM: Caroline Kim, Chairperson, Career Service Commission

THROUGH: Marcus Bond, City Clerk Analyst

DATE: September 9, 2025

SUBJECT: New Appointment to the Career Service Commission

Board or Commission: Career Service Commission

Number of Vacancies: 1

Interview Information

Date of Interview: August 21, 2025

Names of Applicants: Alan Mendel

Applicants Interviewed: Alan Mendel

Recommendation

Suggested Appointment(s): Alan Mendel

Summary:

The Career Service Commission supports Alan Mendel for appointment as a commission member.

To assess Mr. Mendel's qualifications, some of the members on this commission interviewed this candidate for approximately 45 minutes during which time he was asked about his experience, values and desire to serve as a commissioner. Mr. Mendel demonstrated strong values regarding honesty, integrity and accountability. Mr. Mendel was employed with the federal government for 23 years, as a former attorney he dealt with Labor Relations, administered disciplinary programs with various Federal employee unions. He also represented management in arbitrations, negotiations and unfair labor practice hearings.

Reference checks were completed on Mr. Mendel and were positive and supported the information he shared during his interview. We look forward to working with Mr. Mendel on this Commission.

The Career Service Commission strongly supports the appointment of Alan Mendel as a member on the Career Service Commission.

Career Service Commission

Applicant Package - Ward IV

Career Service Commission - Ward IV

Term 01 Aug 2024 - 31 Jul 2030
Positions Available 1

Number of applicants in this package 1

- Mendel, Alan

Received: 06/09/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 06/10/2025
Marcus Bond

Name: Mendel, Alan

Address: [redacted]

Email: [redacted]

Board Name: Career Service Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
14 months

Are you registered to vote?:

Yes

Years of Education Completed:
19 years

Degree(s) Received:
BA JD

College(s) Attended:
Purdue University Stanford University

Employer Name:
Retired

Employer Address:
None

Current Position:
None

Years with Current Employer:
31

Work Experience:
23 years as a Labor Relations Attorney with 4 different Federal agencies in 5 different locations. Administered disciplinary program and relations with various Federal employee unions. Represented management in arbitrations, negotiations and unfair labor practice hearings.

Certification(s):
None

How are you involved in your community?:
Graduate of both the Civic Engagement Academy and the Community Police Academy. Have a leadership role in immigrant rights issues in our church.

List your interests and activities.:
Am an avid reader and golfer. Season ticket member of the Colorado Rapids. Follow all sports.

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?:
It is important for all citizens to give back to their community and this is an opportunity for me to do so using the training and experience gained during my working career.

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

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:
Mark Newton, [redacted]

Reference 2: Full Name, Phone Number and Address:
Patricia McCall, [redacted]

Reference 3: Full Name, Phone Number and Address:
Rev Eric Banner, [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:
Alan M Mendel

Time of Submission: 06/09/25 4:32:58 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member and Reappoint One (1) Member to the Citizens Advisory on Housing and Community Development
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Citizens' Advisory Committee on Housing and Community Development's role is to assist City Council in the development, implementation and evaluation of the City's Community Development Block Grant (CDBG) Programs, including but not limited to the HOME Investment Act Program (HOME), and Emergency Solutions Grant Program (ESG); review and formulate recommendations for council's approval for annual and one-time program/project grant/loan allocations for affordable housing; maintain consistency in achieving the Aurora City Council Goals, and review applicable consolidated, annual and/or other plans for submission to the U.S. Department of Housing and Urban Development (HUD).

The Citizens' Advisory Committee on Housing and Community Development consists of fifteen (15) members appointed by the Aurora City Council. The term length is four (4) years and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Citizens' Adviosry Committee for Housing and Community Development currently has ten (10) vacancies. The Commission received four (4) applications and interviews were conducted on May 12, 2025 and September 11, 2025.

Among the applicants were:
Dan Bergander
Jaime Carolina
Nicholas Souders
Jason Schneider

Upon conducting interviews, the Citizens' Adviosry Committee on Housing and Community Development respectfully recommends the appointment and reappointment of the following candidates:

Jaime Carolina – 2nd term beginning 9/1/2025 and ending on 8/31/2029
Dan Bergander – 1st term beginning 9/1/2025 and ending on 8/31/2029

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to reappoint Jaime Carolina and appoint Dan Bergander to the Citizens' Advisory Committee on Housing and Community Development?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) City Council established the Citizens Advisory Committee on Housing and Community Development to avail itself of the provisions of the funds available under the Housing and Community Development Act of 1974. The Committee shall consist of 15 members who shall constitute a broad cross section of residents of the City both as to income, geographic location, age, and sex and shall be appointed for a term of four years and serve a maximum of two consecutive terms. (Resolutions R74-125, R79-104, and R2025-78) (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Christoper Boyd, Vice Chair

Through: Jessica Prosser, Director, Housing & Community Services and Marcus Bond, City Clerk Analyst

Date: September 17, 2025

Subject: Consideration to Appoint and Reappoint Member(s) to the Citizen's Advisory Committee on Housing & Community Development

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Number of Vacancies: 10

Interview Information

Date of Interviews: May 12, 2025 and September 11, 2025

Applicant Names: Nicolas Souders, Dan Bergander, Jaime Carolina, Jason Schneider

Applicants Interviewed: Nicholas Souders, Dan Bergander, Jaime Carolina

Summary of suggested appointment(s):

Following completion of applicant interviews, the Vice Chair of the Citizen's Advisory Committee on Housing & Community Development recommends the appointment of Mr. Dan Bergander and the reappointment of Mr. Jaime Carolina to the Committee.

Mr. Bergander has demonstrated longstanding commitment to the Aurora community. His past leadership includes serving as Board Director for the Green Valley Ranch East #6 Metropolitan District, acting as Community Liaison between the Second Creek Ranch Metropolitan District and The Reserve Community, and playing a lead role in establishing the community's first Community Advisory Committee (CAC).

The Vice Chair believes that Mr. Bergander's experience and dedication will add significant value to the Citizen's Advisory Committee on Housing & Community Development and help revitalize the Committee's work in meaningful ways.

Recommendation

The Citizen's Advisory Committee on Housing & Community Development strongly supports the appointment and reappointment of Dan Bergander and Jaime Carolina as a member(s) on the Citizen's Advisory Committee on Housing & Community Development.

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward V

Citizens Advisory Committee On Housing & Community Development - Ward V

Term 01 Sep 2022 - 31 Aug 2026
Positions Available 10

Number of applicants in this package 1

- Carolina, Jaime

Received: 8/30/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 9/4/2025

Name: Carolina, Jaime

Address: [redacted]

Email: [redacted]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
6 years

Are you registered to vote?:

Yes

Years of Education Completed:
4

Degree(s) Received:
Bachelors Degree in Psychology

College(s) Attended:
University of Arizona Global Campus (UAGC)

Employer Name:
Good Sam Enterprises LLC

Employer Address:
64 Inverness Drive East Englewood, CO 80112

Current Position:
Licensed Insurance Agent

Years with Current Employer:
13

Work Experience:
Mechanical Breakdown Insurance (MBI) & Vehicle Service Agreement (VSA) sales for Motorhomes (Class A, B, and C), 5th wheels, travel trailers, cars, trucks, and SUVs. Mixture of inbound/outbound sales calls.

Certification(s):
Property & Casualty License Surplus Lines License

How are you involved in your community?:
I'm actively involved as Chairperson on the Citizens Advisory Committee on Housing and Community Development (CHD). Also involved with my communities HOA functions and events.

List your interests and activities.:
Love to travel, hike, paddle board, tennis, and swimming.

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

Yes

If yes, enter the board name and position:
Chairperson on the Citizens Advisory Committee on Housing and Community Development (CHD)

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

Yes

Why do you desire this appointment?:
I'm truly ambitious to help lead and navigate CHD into this modern era of affordable housing and help fund these projects that will make housing more attainable to Aurora residents.

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

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Jordan Hutchison [redacted]

Reference 2: Full Name, Phone Number and Address:
Chris Boyd [redacted]

Reference 3: Full Name, Phone Number and Address:
Jennifer Estabrook [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:
Jaime Carolina

Time of Submission: 08/30/25 11:25:46 PM

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward

Citizens Advisory Committee On Housing & Community Development - Ward II

Term 01 Sep 2022 - 31 Aug 2026
Positions Available 10

Number of applicants in this package 1

- Bergander, Dan

Received: 08/28/2025
Ward II Resident and Registered Voter
Adams County
Vetted: 08/29/2025
Marcus Bond

Name: Bergander, Dan

Address: [redacted]

Email: [redacted]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
45 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Associates in Computer Science and Bachelors in Business Management

College(s) Attended:
Johnson and Wales University and Bryant University

Employer Name:
Retired

Employer Address:
Retired

Current Position:
Retired

Years with Current Employer:
Retired

Work Experience:
- Quality Control - Data Center Management - Disaster Recovery - Continuity Services

Certification(s):
- American Society of Quality Control Engineers

How are you involved in your community?:
- Past Board Director for Green Valley Ranch East #6 Metropolitan District. - Past Community Liaison between the Second Creek Ranch Metropolitan District and The Reserve Community. - Played a lead role in developing our communities first ever Community Advisory Committee (CAC).

List your interests and activities.:
Camping, hiking, fishing, gardening. Active in my community, attending all Metro District meetings and participating in our Community Advisory Committees Focus groups.

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

No

If yes, enter the board name and position:
No

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

No

Why do you desire this appointment?:
Continue serving my community in a capacity that would broaden my knowledge beyond the Metro Districts scope.

How much time do you anticipate being able to spend on this appointment each month?:
Spent 40 to 60 hours per month as a MD Director.

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:
Patty Sieck - [redacted]

Reference 2: Full Name, Phone Number and Address:
Ray Czaplewski - [redacted]

Reference 3: Full Name, Phone Number and Address:
Anita Kabrick - [redacted]

How did you hear about us?:

News Aurora (water bill newsletter)

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

Time of Submission: 08/28/25 2:17:36 PM

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward IV

Citizens Advisory Committee On Housing & Community Development - Ward IV

Term 01 Sep 2022 - 31 Aug 2026
Positions Available 3

Number of applicants in this package 1

- Schneider, Jason

Received: 12/11/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 12/11/2024

Marcus Bond

Name: Schneider, Jason

Address: [redacted]

Email: [redacted]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
7 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
B.S. Sports Administration

College(s) Attended:
Southern New Hampshire University

Employer Name:
Keller Williams Realty DTC

Employer Address:
6300 S Syracuse Way #150 Centennial, CO 80111

Current Position:
Associate Broker

Years with Current Employer:
1st year

Work Experience:
Real Estate: 2003 Developer Admin, Phoenix, AZ 2004-2007 Developer Sales, Phoenix, AZ/Roseville, CA 2008-2012 Property Management, Brokerage Management, Brokerage Ownership, Phoenix, AZ 2019-2024 Real Estate Photography, Denver, CO Other: 1999-2002 Health Club Management, New York, NY 2012-2013 Insurance and Financial Services, USAA, Phoenix, AZ 2013-2016 Telecom Sales, AT&T, Denver, CO 2013-2016 Organized Labor, CWA, Denver, CO

Certification(s):
Arapahoe County Sheriff's Office, Citizen Police Academy Aurora Civic Engagement Academy

How are you involved in your community?:
Have served on three Boards and Commissions and have recently volunteered for Colorado Village Collaborative and Aurora SnowBusters.

List your interests and activities.:
Family outings, Photography, Swimming, Beach Travel

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 currently serving on any Aurora Boards or Commissions.

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

No

Why do you desire this appointment?:
Having served previously and interested in rejoining, I am passionate about the power of community develolment through affordable, dignified housing for all with nobody left behind.

How much time do you anticipate being able to spend on this appointment each month?:
Couple hours every second Tuesday night plus a few hours for independent research and the occasional activity or event.

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

Yes

If yes, please explain:
As a Director of a startup affordable housing nonprofit organization, I will abstain from voting on the disbursement of any funds to which the nonprofit may also be an applicant.

Reference 1: Full Name, Phone Number and Address:
Michelle R. Thom,

Reference 2: Full Name, Phone Number and Address:
Hon. Joshua T.

Reference 3: Full Name, Phone Number and Address:
Joshua Thaete,

How did you hear about us?:

Other

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

Time of Submission: 12/11/24 1:16:26 AM

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward I

Citizens Advisory Committee On Housing & Community Development - Ward I

Term 01 Sep 2022 - 31 Aug 2026
Positions Available 5

Number of applicants in this package 1

- Souders, Nicholas

Received: 05/06/2025
Ward I Resident & Registered Voter
Arapahoe County
Vetted: 05/06/2025
Marcus Bond

Name: Souders, Nicholas

Address: [redacted]

Email: [redacted]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
All my life

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Associate of Arts Big Data for Social Good

College(s) Attended:
Arapahoe Community College Harvard

Employer Name:
Shamrock Painting

Employer Address:
1277 S. Cherokee st

Current Position:
Warehouse/ Maintenance Manager

Years with Current Employer:
4

Work Experience:
Lots of Construction

Certification(s):
1 of 6 individuals Certified to work on Graco products

How are you involved in your community?:
I just started a Non Profit that helps with re-entry in Aurora. I have attended numerous City Council Meetings and town hall events put on by Mayor Coffman

List your interests and activities.:
I have a strong interest in community development and ensuring that everyone has access to affordable housing. I'm currently involved with Metro and their Affordable Housing program that reflect these values, I also have a personal interest in learning more about housing policy and fair housing laws, as I believe knowledge is a key tool in building stronger, more equitable communities.

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

No

If yes, enter the board name and position:
no

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

No

Why do you desire this appointment?:
I desire this appointment because I care about our community. Serving on the housing committee would give me the opportunity to actively contribute to positive change by ensuring that residents' voices are heard and that housing policies are fair. I see this appointment as a natural next step in continuing that work in a more formal and impactful way. I bring a collaborative spirit, a strong sense of fairness, and a commitment to advocating for residents. I'm eager to listen, learn, and help shape decisions that strengthen our community and improve quality of life for everyone involved.

How much time do you anticipate being able to spend on this appointment each month?:
As much as needed to accomplish our goals

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

No

If yes, please explain:
no

Reference 1: Full Name, Phone Number and Address:
Justyna Madenska[redacted]

Reference 2: Full Name, Phone Number and Address:
Gina Koert [redacted]

Reference 3: Full Name, Phone Number and Address:
TJ Dolif[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:
Nicholas Edward Souders

Time of Submission: 05/06/25 1:57:04 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Adult Protective Services Cooperative Agreement (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field 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: Public Safety, Courts & Civil Service

Policy Committee Date: 9/11/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Multi-Agency Cooperative Agreement to clarify the coordinated duties and responsibilities of agencies involved in reporting, responding, and investigating reports regarding the abuse, caretaker neglect, and exploitation (mistreatment), and self-neglect of at-risk adults; and (2) to ensure coordinated response during all hours, provide for special requests for assistance from one party to another, and arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

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 approve to move forward to Study Session for full council?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). (MacDonald)

City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (MacDonald)

Pursuant to C.R.S. 26-3.1-103(2), each county department, law enforcement agency, district attorney's office, and other agency responsible under federal law or the laws of this state to investigate mistreatment or self-neglect of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of such agreements is to ensure the best protection for at-risk adults. The agreements must provide for special requests by one agency for assistance from another agency and for joint investigations. The agreements must further provide that each agency maintain the confidentiality of the information exchanged pursuant to such joint investigations. This Agreement fulfills the Aurora Police Department’s obligation under state law. (MacDonald)

Adult Protective Services Cooperative Agreement

I. PARTIES: This Adult Protective Services Cooperative Agreement (the "Agreement") is entered into by and between the following parties: (1) the Arapahoe County Department of Human Services; (2) the Arapahoe County Attorney's Office; (3) the District Attorney, 18th Judicial District; (4) Arapahoe County Sheriff's Office; (5) Aurora Police Department; (6) Town of Bow Mar Police Department; (7) Town of Centennial Police Department; (8) Cherry Hills Village Police Department; (9) Englewood Police Department; (10) Glendale Police Department; (11) Columbine Valley Police Department; (12) Greenwood Village Police Department; (13) Littleton Police Department; (14) Sheridan Police Department; (15) Colorado State Highway Patrol's Office; and (16) Arapahoe County Community College Police Department.

II. SUBJECT: Arapahoe County Adult Protective Services Cooperative Agreement for investigation of reports involving possible mistreatment or self-neglect of at-risk adults with Intellectual and Developmental Disabilities (IDD).

III. PURPOSE: In accordance with statute 26-3.1-103 (2), C.R.S., this Agreement is made (1) to clarify the coordinated duties and responsibilities of agencies involved in reporting, responding, and investigating reports regarding the abuse, caretaker neglect, and exploitation (mistreatment), and self-neglect of at-risk adults; and (2) to ensure coordinated response during all hours, provide for special requests for assistance from one party to another, and arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

IV. TERM OF AGREEMENT: This Agreement will commence upon the date of the final signature and will be in effect for five (5) years. Changes in or termination of in the Agreement may be made at any time by mutual consent of APS and the above-mentioned entities.

V. BACKGROUND AND BASIS FOR THE AGREEMENT: Colorado Revised Statute, Section 26-3.1-103 (2) states: In each county department, law enforcement agency, district attorney's office, other agency responsible under federal law or the laws of this state to investigate mistreatment, self-neglect or exploitation of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of such agreement shall be to ensure the best protection for at-risk adults. The agreements shall provide for special requests by one agency for assistance from another agency and for joint investigations. The agreement shall further provide that each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigation.

VI. DEFINITIONS: The following terms, as used in this Agreement, shall have the ascribed to them in the statutes set forth below:

1. Abuse (as defined in §26-3.1-101(1), C.R.S.);
2. At-risk adult (as defined in §26-3.1-101(1.5), C.R.S.);
3. At-risk adult with IDD (as defined in §18-65-102(2.5), C.R.S.);
4. At-risk elder (as defined in §18-65-102(3), C.R.S.);

5. Caretaker (as defined in §26-3.1-101(2), C.R.S.);
6. Caretaker Neglect (as defined in §26-3.1-101(2.3), C.R.S.);
7. Employer (as defined in §26-3.1-111(2)(b), C.R.S.);
8. Exploitation (as defined in §26-3.1-101(4), C.R.S.);
9. Mistreatment (as defined in §26-3.1-101(7), C.R.S.); and
10. Self-neglect (as defined in §26-3.1-101(10), C.R.S.);

VII. PRINCIPLES OF THE AGREEMENT: In accordance with C.R.S. 26-3.1 – 103, this agreement is made to ensure coordinated response during all hours, to provide for special requests for assistance from one agency to another, and to arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

It is understood that joint investigations may be used as a means to coordinate the efforts of the involved agencies, and that each individual agency remains accountable to its own rules, policies, and statutes. Nothing in this Agreement shall substitute or represent a change in any party's legally mandated responsibilities.

It is understood that all parties to this Agreement shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults and share those reports with the parties to this agreement as described below.

VIII. BUSINESS AND NON-BUSINESS HOUR PROCESSES: Arapahoe County Adult Protective Services("APS") are required by APS program rule to have an established process to receive reports during business and non-business hours.

The Arapahoe County Department of Human Services, herein known as Adult Protective Services (APS), receives reports during business hours at (303) 636-1750. Business hours are 8:00 AM – 4:30 PM, Monday – Friday.

Calls of reports should be made to (303) 636-1750 24 hours a day, 7 days a week. All reports should be made immediately to APS, regardless of the time of day. APS does not accept reports made by fax or email. Reports made during county observed holidays are received by Arapahoe County Sheriff Office Dispatch/Communications, and ACSO is responsible for contacting the on-call Arapahoe County Department employee.

IX. DISPOSITION OF REPORTS: A copy of all reports of made to APS shall be forwarded to the appropriate law enforcement agency within twenty-four hours of receipt of the report, excluding weekends, holidays, or days the county is closed. When applicable, reports should be forwarded the next business day.

A copy of all reports of mistreatment and self-neglect made to law enforcement and the district attorney's office shall be forwarded to APS within twenty four of receipt of the report.

The report shall include: the name, age, and address of the at-risk adult; the name and address of the at-risk adult's caretaker, if any; the suspected nature and extent of the at-risk adult's

injury, if any; the nature and extent of the condition that will reasonably result in mistreatment or self-neglect; and other pertinent information.

Reports involving criminal allegations of mistreatment, including caretaker neglect shall be immediately referred to local law enforcement. When criminal allegations are not initially apparent, the caseworker shall refer to the appropriate law enforcement office as soon as there are reasonable suspicions that a crime has been committed.

Reports of abuse, caretaker neglect, and/or exploitation of at-risk elders, 70 years of age or older, must be reported to law enforcement. Law enforcement will forward all reports of abuse, caretaker neglect, or exploitation of at-risk elders to APS within 24 hours. APS will review and evaluate each report to determine if the at-risk elder meets the statutory requirements of an at-risk adult pursuant to C.R.S. 26-3.1-101 (1) before protective services are rendered.

If a report is made to APS and it is later discovered that the person is 70 years of age or older, APS will notify law enforcement immediately. These are cases when the reporting party is not aware of the adult's age and makes the report to APS.

The report shall include: the name, age, and address of the at-risk elder; the name and address of the at-risk elder's caretaker, if any; the suspected nature and extent of the at-risk elder's injury, if any; the nature and extent of the condition that will reasonably result in abuse, caretaker neglect, and/or exploitation; and other pertinent information.

X. AGENCY ROLES: Adult Protective Services is responsible for investigating reports of suspected mistreatment and/or self-neglect of at-risk adults.

The County Attorney's Office is responsible for reviewing reports of mistreatment of at-risk adults when a review is requested, when APS is considering filing for guardianship and/or conservatorship of an at-risk adult, and when an investigation involves complaints of alleged criminal activity.

Law enforcement agencies are primarily responsible for the coordination and investigation of criminal allegations involving at-risk adults and at-risk elders.

The District Attorney's Office is responsible for reviewing reports of criminal actions or threats of mistreatment of at-risk adults and at-risk elders to determine possibility of prosecution.

XI. JOINT INVESTIGATION PROCEDURE AND GUIDELINES: Some reports may need to be jointly investigated when time and resources allow. Any agency entering into this agreement may request assistance from another agency entering into this agreement in the investigation and assessment of the at-risk adult's safety and well-being. Additionally, any agency may request stand-by assistance from another agency. (For example, in situations where an APS worker's safety may be in question or where law enforcement needs assistance with a client with dementia.)

When a joint investigation is required, the APS caseworker, law enforcement officer(s), and/or the District Attorney's Office may conduct joint interviews, compare notes, and clarify information following interviews. Law enforcement shall be considered the lead agency in criminal joint investigations. APS shall be considered the lead agency in non-criminal joint investigations. Developmental disability, ombudsman or mental health staff may be present as part of the joint investigative team.

When joint investigation is required, contact law enforcement by calling dispatch, or County Hotline Staff (303) 636-1750) and contact the District Attorney's Office by calling 720-874-8500.

Joint investigation or stand by assistance may be utilized when any of the following pertain to an at-risk adult:

1. There is pain and/or physical injury, as demonstrated by, but not limited to, substantial or multiple skin bruising, bleeding, malnutrition, dehydration, burns, bone fractures, poisoning, subdural hematoma, soft tissue swelling or suffocation.
2. Unreasonable confinement or restraint has been imposed.
3. There is nonconsensual sexual conduct or contact classified as a crime under Colorado law.
4. Caretaker neglect threatens the at-risk adult's safety or well-being.
5. Financial exploitation has occurred and/or is occurring and the exploitation is a crime under Colorado law.
6. Threats of violence, presence of firearms, intoxication, or any illegal activity is present and threatens the at-risk adult or APS caseworker's safety.
7. Specialized interviewing skills might be required.

XII. CONFIDENTIALITY: Reports and investigative information shall be confidential. Disclosure of information, including the name and address of the at-risk adult, members of the adult's family, reporting party's name and address, or any other identifying information contained in reports shall be permitted only when authorized by law or ordered by the court, as outlined in Section 26-3.1-102(7), C.R.S.

Notwithstanding any provision of Section 24-72-204, C.R.S., or Section 11-105-110, C.R.S., or any other applicable law concerning the confidentiality of financial records to the contrary, designated agencies investigating the exploitation of an at-risk adult shall be permitted to inspect all records of the at-risk adult on whose behalf the investigation is being conducted, including the at-risk adult's financial records, upon execution of a prior written consent form by the at-risk adult, pursuant to Section 26-3.1-103, C.R.S.

(Remainder of this page left blank intentionally)

In addition, each agency shall maintain the confidentiality of the information exchanged pursuant to joint investigations as required by Section 26-3.1-103(2), C.R.S.

SIGNED BY:

Director, Arapahoe County Department of Human Services	Date
District Attorney, 18th Judicial District	Date
Arapahoe County Attorney	Date
Arapahoe County Sheriff	Date
Chief, Aurora Police Department	Date
Chief, Bow Mar Police Department	Date
Chief, Cherry Hills Police Department	Date
Chief, Colorado State Highway Patrol's Office	Date
Chief, Columbine Valley Police Department	Date

Chief, Denver Police Department Date

Chief, Englewood Police Department Date

Chief, Glendale Police Department Date

Chief, Greenwood Village Police Department Date

Chief, Littleton Police Department Date

Chief, Sheridan Police Department Date

Chief, Arapahoe County Community College Police Department Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT AND ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the City and the Arapahoe County Department of Human Services are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq*., C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

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

WHEREAS, this Agreement is to clarify the coordinated duties and responsibilities of agencies involved in investigating reports involving possible mistreatment or neglect of at-risk adults; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities in joint investigations and allows for special requests by one agency for assistance from the other agency when needed.

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

Section 1. The Intergovernmental Agreement between Aurora Police Department and the Arapahoe County Department of Human Services regarding investigating possible mistreatment or neglect of at-risk adults is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Police Department (APD) and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) NIBIN Enforcement Support System (NESS) Memorandum of Understanding (MOU) and Addendum (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: D.J. Tisdale, Lieutenant, Police/ Mandy MacDonald, Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

D.J. Tisdale, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field 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: Public Safety, Courts & Civil Service

Policy Committee Date: 9/11/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The underlying Memorandum of Understanding (MOU) covered the ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution. This addendum governs the sharing of NESS data with specific third-party law enforcement partners.

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 approve this item to move forward to full Council?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (MacDonald)

MEMORANDUM OF UNDERSTANDING REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)

Memorandum of Understanding
between
The Aurora Police Department
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and The Aurora Police Department, hereinafter collectively referred to as "the Parties," and with The Aurora Police Department referred to as the "NESS Partner Agency." This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as "Users".

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local law enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate application administrator (App Admin) for the NESS Partner Agency. The agency App Admins will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These App Admins are responsible for managing their agency's Users, which will include signing/approving User Access Forms and Rules of Behavior for each User, periodically validating the list of Users, and notifying an ATF Point of Contact (POC) immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

Article IV. Interagency Communications

The Parties agree that a principal Point of Contact (POC)/App Admin within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name	Denver Field Division	
Address	950 17th St., Suite 1800 Denver, CO 80202	
	Designated ATF Primary POC	**Designated ATF Alternate POC**
Name:		
Title:		
Email Address:		
Phone #:		

NESS Partner Agency		
Name	The Aurora Police Department	
Address	15001 E Alameda Pkwy Aurora, CO 80012	
	Designated NESS Partner Agency Primary App Admin	**Designated NESS Partner Agency Alternate App Admin**
Name:	Sgt. Ethan Snow	Sgt. Jason Deluca
Title:	Sergeant, Crime Gun Intelligence Unit	Sergeant, RAVEN Task Force
Phone #:	303-597-5073	720-391-3829
Email Address:	esnow@auroragov.org	jdeluca@auroragov.org
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		

Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:

   a. Appoint primary and alternate App Admins within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.

   b. If more than two App Admins are needed/wanted, a NESS Additional Application Administrator Form will be completed and signed by the same agency signatory on this MOU, or their successor.

   c. The designated App Admin(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.

   d. Complete a Request for Change of Agency Point of Contact (POC) Form if the App Admin changes.

   e. Agree to make every effort to provide complete and accurate information including

investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates, locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence. The NESS Partner Agency shall share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.

f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form. The NESS Partner Agency shall use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

a. **The ATF Field Division** shall:

1) Appoint primary and alternate ATF POCs.

2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency App Admins and ATF's Firearms Operations Division (FOD).

3) Ensure data sharing processes between ATF and the NESS Partner Agency.

b. **FOD** shall:

1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.

2) Upon receipt of this signed MOU, provide detailed instructions to the ATF Field Division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.

3) Maintain a copy of this MOU along with any associated User agreements.

4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.

5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a "crime gun' as "any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime."

Article VII. NESS^{+} RMS (Records Management System) Data

NESS provides Partner Agencies with an option to share their RMS data via a daily automated ingestion process, either via an encrypted pathway or an Application Programming Interface (API). The NESS+RMS project involves establishing an automated process whereby the NESS Partner Agency's IT department runs a daily query and transmits shooting and firearm recovery information through an encrypted pathway/API. NESS receives the file and automatically populates the data eliminating the need for manual entry and allows Partner Agencies to more efficiently investigate NIBIN leads and combat firearm violence.

A Partner Agency may utilize personnel not under their direct employment for implementing actions related to this MOU. (hereinafter referred to as "Non-Partner Agency personnel") (Non-Partner Agency personnel may include RMS vendors, third-party contractors, third-party IT specialists, etc.

Documents, templates, processes, or other information provided by ATF to Non-Partner Agency personnel may not be used for any other purpose than the Partner Agency's NESS+ RMS project. Prior to being provided access to information, Non-Partner Agency personnel may be required to sign an ATF non-disclosure agreement.

Article VIII. Collective Data Sharing (CDS) Options

All data provided to ATF under this MOU, to include any/all RMS data provided via NESS+ RMS, is held in confidence and not provided to a third party without prior approval of the NESS Partner Agency. ATF provides an option for a Partner Agency to participate in a CDS agreement with other Partner Agencies. When a NESS Partner Agency choses to participate in CDS, all their NESS data is made available to other Partner Agencies of their choosing. Data sharing via NESS is reciprocal in that a Partner Agency does not have access to search the data pool unless they have opted in to share their NESS data with specified Partner Agencies.

A CDS addendum to this MOU, which details the particulars and allows the Partner Agency's Chief Law Enforcement or Public Safety Official to delegate authority to opt-in to CDS, must be signed/ratified in addition to this MOU.

Article IX. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article X. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

Article XI. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article XII. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Parties must abide by all state and federal law and regulations governing access to criminal justice databases and use and dissemination of criminal history record information. In the event of a conflict between state and federal law, federal law will control. Parties certify that they have read and are familiar with the CJIS Security Policy, the relevant parts of the NCIC 2000 Operating Manual and Title 28, Code of Federal Regulations, Part 20 and agree to be bound by their provisions.

Article XIII. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XIV. Limitations of the Agreement

1. **Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.

2. **Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.

3. **Letters of Understanding:** The Parties are responsible for establishing relevant letters of

understanding or interagency agreements initiated or required as a consequence of this MOU.

4. **No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.

5. **Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. **Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. **Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. **Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. **Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. **Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

Article XV. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature Date (Chief Law Enforcement or Public Safety Official)	Signature Date (ATF - Special Agent in Charge)
Name	Name
Title	Special Agent in Charge Title
The Aurora Police Department NESS Partner Agency	ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division
Title

Addendum to Memorandum of Understanding Pertaining to the NIBIN Enforcement Support System (NESS)

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Aurora Police Department, dated _____, which established participation in the NIBIN Enforcement Support System (NESS). Specifically, the underlying Memorandum of Understanding (MOU) covered the ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution. This addendum governs the sharing of NESS data with specific third-party law enforcement partners.

Currently, all data provided to ATF under the MOU is held in confidence and not provided to a third-party without prior coordination.

ATF has developed a feature within NESS to permit Collective Data Sharing (CDS). CDS will enable NESS participating agencies to view and share their NESS data with other law enforcement partners of their choosing. This feature significantly enhances the ability of law enforcement agencies to fight violent firearms crimes by broadening the knowledge base and access to potentially important leads in criminal investigations.

When a NESS partner agency chooses to participate in CDS, all of their NESS data is made available to the law enforcement partners of their choosing. Data sharing via NESS is reciprocal in that an agency does not have access to search the data pool unless they have opted in to share their NESS data with specified partner agencies.

By participating in CDS, NESS users will have a larger pool of data to examine and from which to develop investigative leads. Participating in CDS permits direct electronic access to crime gun information associated with other participating law enforcement agencies. Expanded analytical review of such data can provide leads in identifying persons engaged in the diversion of firearms into illegal commerce, link suspects to firearms in criminal investigations, identify potential firearm traffickers, and expose intrastate, interstate, and international patterns of sources and routes.

The parties hereby agree to the following:

All data submitted to ATF by Aurora Police Department through the NESS application, including but not limited to, investigative reports, NIBIN linked shootings data, gun recoveries, general event data (case numbers, dates, locations, associated persons, etc.) may be shared with partner law enforcement agencies chosen by the NESS Partner Agency's CDS Approver in NESS. These third-party NESS partner agencies must also agree to share data with your agency, or no data will be shared. Either agency can opt-out of CDS anytime by notifying the NESS Team via NESS_Support@atf.gov.

The NESS Partner Agency has designated the following individual as their CDS Approver. The CDS Approver is the only person who will be allowed to opt-in/out of CDS for their agency.

Name:	DJ Tisdale
Title:	Lieutenant, RAVEN Task Force Commander
Phone #:	303-597-5072
Email Address:	dtisdale@auroragov.org
Date of Birth:	
Signature:	Lt. DJ Tisdale Digitally signed by Lt. DJ Tisdale Date: 2025.09.03 14:00:10 -06'00'
Date:	9/3/2025

As a recipient of third-party CDS NESS data the

Aurora Police Department

agrees that all information within NESS shall be used for criminal investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XIV of the underlying MOU, the NESS Partner Agency agrees to notify ATF prior to such a release.

_____	_____
Signature Date	Signature Date
(Chief Law Enforcement or Public Safety Official)	(ATF - Special Agent in Charge)
_____	_____
Name	Name
_____	Special Agent in Charge
Title	Title
Aurora Police Department	
NESS Partner Agency	ATF Field Division

_____

Signature Date

_____

Name

Chief, Firearms Operations Division

Title

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE MEMORANDUM OF UNDERSTANDING AND RELATED ADDENDUM BETWEEN THE AURORA POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM

WHEREAS, 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; and

WHEREAS, this Memorandum of Understanding establishes and defines a partnership between the Aurora Police Department (APD) and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) that will result in ATF NIBIN Enforcement Support System (NESS) installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution; and

WHEREAS, the Collective Data Sharing (CDS) Addendum governs the sharing of NESS data with specific third-party law enforcement partners; and

WHEREAS, by participating in CDS, APD will have a larger pool of data to examine and from which to develop investigative leads; and

WHEREAS, pursuant to the Addendum, CDS NESS data will only be used for criminal investigative purposes; and

WHEREAS, City Council finds that this Memorandum of Understanding and Addendum support an important partnership between the APD and ATF that will enhance APD's ability to investigate crimes, thereby promoting the health, safety, and welfare of the inhabitants of the City.

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

Section 1. The Memorandum of Understanding and Addendum between APD and ATF regarding the NIBIN Enforcement Support System and Collective Data Sharing is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement and addendum in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
_____
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Police Department (APD) and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Memorandum of Understanding (MOU) (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: D.J. Tisdale, Lieutenant, Police / Mandy MacDonald, Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

D.J. Tisdale, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field 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: Public Safety, Courts & Civil Service

Policy Committee Date: 9/11/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This MOA establishes the procedures and responsibilities of both the Aurora Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

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 approve to move this item to Study Session for full council?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (MacDonald)

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226
www.atf.gov

MEMORANDUM OF AGREEMENT

Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives

And

Aurora Police Department

for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE

****

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the Aurora Police Department, headquartered in Aurora,CO, for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Aurora Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties, and if signed on different dates the later date. This MOA terminates at the close of business on August 31, 2030, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

A. Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that

are incurred in a joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.

B. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.

C. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Aurora Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

A. The Aurora Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Aurora Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.

B. The Aurora Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Aurora Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

C. The Aurora Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law

enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: GS Jason Cole, 950 17th Street, Ste 1800, Denver, CO 80202, Jason.Cole@atf.gov

D. The Aurora Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Aurora Police Department and submitted to ATF field office for signature and verification of the invoice.

F. The Aurora Police Department will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.

(1). If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.

(2). No waivers or extensions will be granted or honored. The Aurora Police Department will submit the request for reimbursement email to the following address:

ATF, ATTN: GS Jason Cole, 950 17th Street, Ste 1800, Denver, CO 80202, Jason.Cole@atf.gov

G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Aurora Police Department for participation

with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

H. The Aurora Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.

I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.

J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.

K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.

L. The ATF supervisor will forward all approved reimbursement requests to the Field Operations, Resource Management Branch for payment.

M. **<u>This document (MOA) does not obligate funds</u>.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Aurora Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Aurora Police Department and is not intended to confer any right or benefit to any private person or party.

IX. LIMITATIONS

A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.

B. A determination that any term of this MOA is invalid for any reason shall not affect the validity of the remaining terms.

C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).

E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

G. The terms and provisions in this Agreement shall be construed under the applicable federal statutes and regulations.

X. SIGNATURES AND ACKNOWLEDGEMENT

A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this MOA on behalf of ATF and Aurora Police Department respectively. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

APRIL MCILWAIN Digitally signed by APRIL MCILWAIN Date: 2025.08.12 14:34:23 -04'00'

April McIlwain
Deputy Chief Financial Officer
Office of Management
ATF
Date: _____

Brent Beavers
Special Agent in Charge
Denver Field Division
ATF
Date: _____

Todd Chamberlain
Chief of Police
Aurora Police Department
Date: _____

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES ("ATF") AND THE AURORA POLICE DEPARTMENT RELATED TO REIMBURSEMENT FOR OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE

WHEREAS, the City is constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq*., C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

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

WHEREAS, Title 28, U.S.C., Section 530C, provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-federal parties, such as the City of Aurora; and

WHEREAS, pursuant to the Agreement, the Aurora Police Department will assign officers to assist the ATF in investigations of federal, state, and local laws; and

WHEREAS, this Agreement establishes the procedures and responsibilities of both the Aurora Police Department and the ATF for the reimbursement of certain overtime and other pre-approved expenses incurred by the Aurora Police Department in providing resources to assist the ATF in investigations of federal, state, and local laws.

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

Section 1. The Intergovernmental Agreement between the Aurora Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives regarding reimbursement of overtime salary costs is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Police Department (ADP) and Aurora Public Schools (APS) Memoradum of Understanding (MOU) (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Mike Hanifin, Commander, Police / Mandy MacDonald, Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Mike Hanifin, Commander, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field 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: Public Safety, Courts & Civil Service

Policy Committee Date: 9/11/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Memorandum of Understanding between Aurora Police Department and Aurora Public Schools to provide for the health, safety, and welfare of the Aurora Public Schools students and staff by providing for partnership programs to high schools.

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.)

Money received for training

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.)

Budget is established for the School Resource Officer program and staffed by the authorized number of officers from the department.

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 Committee approve this MOU to move forward for consideration by full council?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (MacDonald)

AURORA POLICE DEPARTMENT AND AURORA PUBLIC SCHOOLS

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated as hereinafter set forth, is made, by and between the ADAMS/ARAPAHOE 28J SCHOOL DISTRICT (hereinafter "Aurora Public Schools" and/or the "School District"), and the CITY OF AURORA POLICE DEPARTMENT (hereinafter "Aurora Police Department and/or "Police Department")

PURPOSE: The purpose of this Agreement is to provide for the health, safety and welfare of Aurora Public School students and staff by providing for partnership programs to high schools.

WHEREAS, the Aurora Police Department agrees to provide the Aurora Public Schools a School Resources Officer (SRO) Program in the School District to provide for the health, safety and welfare of Aurora Public School students and staff, and;

WHEREAS, the Aurora Public Schools and the Aurora Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

1. **Financial Agreements, Equipment and Facilities.**

A. Aurora Public Schools will provide appropriate office space and equipment for the officer(s) assigned to each school location. The space will allow for confidential discussions as well as uninterrupted interviews between officers, students, parents, and staff.

B. The cost of the SRO Program shall be paid by the Aurora Police Department, however, when appropriate, representatives from the School District or the individual school administration and the Police Department may discuss financial arrangements for additional equipment, training, or other programs that would be mutually beneficial for all organizations.

2. **Employment of School Resource Officers.**

A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

D. Selections for SRO positions shall be made exclusively by the Aurora Police Department. If a principal or designated administrator is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may discuss concerns and alternatives with Commander of the SRO program up to and including requesting that a different SRO officer be assigned to the designated area. APD shall take reasonable actions to address the principal's concerns up to and including assigning a new SRO to the designated area.

E. Aurora public schools request that two SROs be assigned to the following schools:

-Aurora Central High School

-Hinkley High School

-Aurora West Prep Academy

-Vista Peak Preparatory

-Gateway High School

-Rangeview High School

The Aurora Police Department will have a minimum of 2 officers assigned to 4 of the above High Schools. The Aurora Police Department shall have the ability to make staffing changes as necessary to accommodate departmental needs.

3. **Duty Hours.**

A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this Agreement.

D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department. The Police Department will assign another qualified officer, if available, to substitute for the SRO who is absent. In the event additional officers are unavailable, the Aurora Police Department will inform school administration of the unavailability as soon as practicable.

4. **Term of Agreement.**

A. The initial term of this Agreement is three years commencing on the ___ day of _____, , and ending on the ____ day of _____,, however, should either party encounter budgetary or personnel constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days notice to the other.

B. This Agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement after one year. Requests for termination or modifications will be made in writing and signed by both parties with 60 days' notice. This Agreement will remain in effect until either party terminates this agreement.

5. **Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

A. To be an extension of the principal's office for assignments consistent with this Agreement.

B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and originating on the assigned campus. SRO's will not be responsible for discipline or involved in school code violations.

C. To provide a classroom resource for law education using approved materials.

D. To be a resource and partner to APS Security and provide guidance and training to Principals and school staff on crisis management protocols and scenarios.

E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the SRO Sergeant, to the principal of the assigned school and to the APS Director of Security.

I. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO. As a courtesy, APD will inform school administration of the existence of investigations involving off campus activities of students.

K. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.

L. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.

M. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest with the understanding that disciplining students is a School District responsibility. SROs shall not be utilized to enforce school code violations.

N. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

O. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

1. Drugs and the law – Adult and juvenile;
2. Alcohol and the law – Adult and juvenile;
3. Sexual assault prevention;
4. Safety programs – Adult and juvenile;
5. Assistance in other crime prevention programs as assigned.

P. The SROs will wear their department authorized duty weapons and uniform in accordance with APD policy.

Q. SRO's will wear and operate Body Worn Cameras in accordance with APD policy.

R. The Police Department will furnish LPR (License Plate Reader) cameras at high schools for two years at no cost to the school district. Their effectiveness will be re-evaluated after two years, and determination will be made to continue or discontinue their use. FLOCK, the supplier of the equipment, will handle maintenance and installation.

6. **Chain of Command.**

A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.

B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7. **Transporting Students Off Campus**

A. SROs shall not transport students in Police Department vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. SROs shall notify school personnel upon removing a student from campus for any of the reasons listed above.

8. **Access to Education Records.**

A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent permitted by law. The Parties specifically acknowledge that the sharing of directory information of a student is authorized by law. The Parties further recognize and reaffirm the Memorandum of Understanding between the Parties dated January 28, 2015 and attached as Exhibit A, which allows the sharing of disciplinary and truancy information during the investigation of a criminal matter.

B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as permitted by law.

D. All APD Records will be maintained by the Aurora Police Department. All requests for APD Records shall be referred to the APD Records Department.

9. Access to Aurora Public School Facilities

A. All sworn police officers will have access to Aurora Public School facilities through district access card system using the officer's APD department issued building pass.

B. SRO leadership will notify APS dispatch immediately in the event a sworn officer has left the department to ensure that officer no longer has access to the district.

C. At a minimum The Aurora Police Department will send bi-weekly updates to APS dispatch to notify of recent hires to the department and those who have left the department.

D. The SRO lieutenant will be responsible for training and notifications relating to APS building access.

10. **Governmental Immunity.**

A. With regard to legal issues or contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the

provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et. Seq., Colorado Revised Statutes.

11. All notices required hereunder shall be given to:

Aurora Public Schools
Superintendent of Schools
15701 E. 1st Drive
Aurora, CO 80011
General Counsel for APS
15701 E 1st Drive
Aurora, CO 80011

Aurora Police Department
Attn: Chief Todd Chamberlain
15001 E. Alameda Ave.
Aurora, CO 80012
Aurora City Attorney's Office
15151 E. Alameda Pkwy, Suite 5300
Aurora, CO 80012

All notices so given in writing shall be effective upon receipt when hand delivered, or upon mailing if notice is given by first class mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Aurora Public Schools

Michael Giles, Jr.
APS Superintendent

APPROVED AS TO FORM:

Brandon Eyre
General Council Aurora Public Schools

Aurora Police Department

Chief Todd Chamberlain

ATTEST:

APPROVED AS TO FORM:

Megan Platt

Megan Platt
Aurora Police Department Legal Advisor

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND AURORA PUBLIC SCHOOLS RELATED TO SCHOOL RESOURCE OFFICERS

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

WHEREAS, the Aurora Police Department agrees to provide school resource officers (SROs) to Aurora Public Schools (APS); and

WHEREAS, SROs support the health, safety, and welfare of APS students and staff by providing for partnership programs to high schools; and

WHEREAS, this Memorandum of Understanding sets forth the terms and conditions of the services to be performed by the SROs provided by the Aurora Police Department.

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

Section 1. The Memorandum of Understanding between the Aurora Police Department and Aurora Public Schools regarding school resource officers is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Facial Recognition Technology for Law Enforcement (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Chris Poppe, Commander, Police / Mandy MacDonald, Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Chris Poppe, Commander, Police / Mandy MacDonald, 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: Public Safety, Courts & Civil Service

Policy Committee Date: 9/11/2025

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The Aurora Police Department is seeking approval from City Council to utilize Facial Recognition technology. This technology will provide many opportunities for the enhancement of productivity, increased crime solvability, effectiveness, and increased safety for both citizens and sworn members.

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.)

Approximately $171,000 over a 4 year period

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.)

Workload impact to existing FTEs between the Intelligence Unit and Information Management Unit

QUESTIONS FOR COUNCIL

Does the Committee approve this item to move forward to full Council?

LEGAL COMMENTS

Pursuant to City Charter, City Council has the power to enforce good government, general welfare, order and security of the City and the inhabitants thereof. (MacDonald)

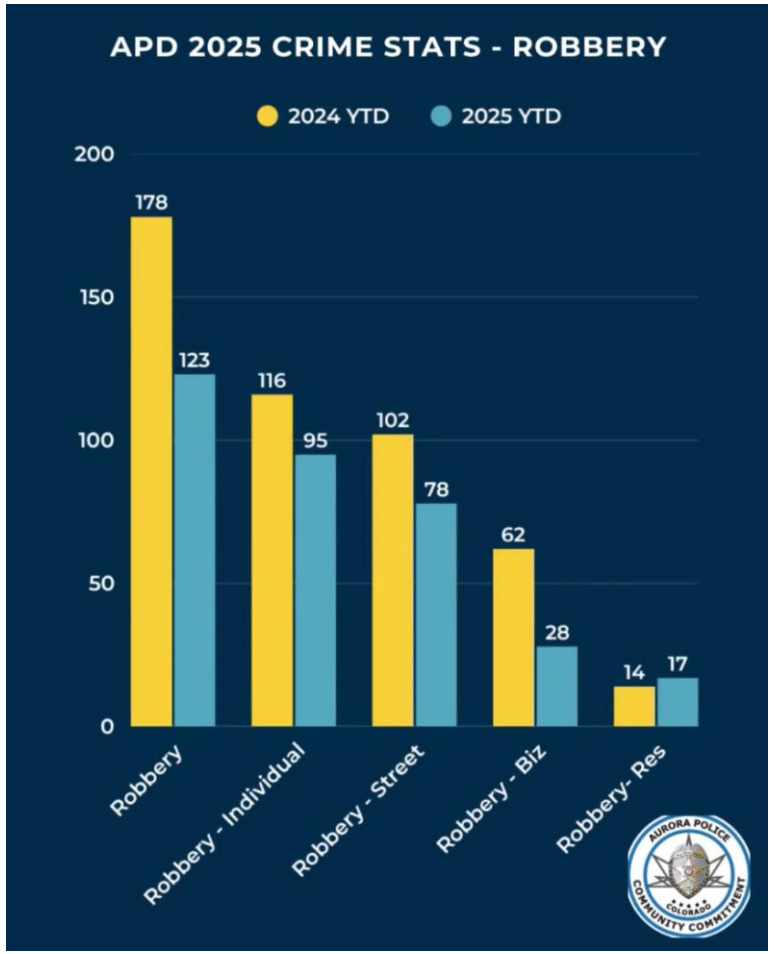
Colorado law enforcement agencies which develop, procure, or use an FRS must submit to their "reporting authority" an "accountability report" in accordance with C.R.S. § 24-18-302(4). The Aurora City Council is the Aurora Police Department's "reporting authority" as defined by C.R.S. § 24-18-301(14). The Aurora Police Department has prepared an accountability report for both FRS it plans to use, specifically Lumen and Clearview AI, which includes the information required by C.R.S. § 24-18-302(2)(a-h). (MacDonald)

Aurora Police Department
Facial Recognition project

Purpose of presentation

- The Aurora Police Department is seeking approval from City Council to utilize Facial Recognition technology

Value Proposition



- This technology will provide many opportunities for the enhancement of productivity, increased crime solvability, effectiveness, and increased safety for both citizens and sworn members.

Senate Bill 22-113

CONCERNING THE USE OF PERSONAL IDENTIFYING DATA, AND, IN CONNECTION THEREWITH, CREATING A TASK FORCE FOR THE CONSIDERATION OF FACIAL RECOGNITION SERVICES, RESTRICTING THE USE OF FACIAL RECOGNITION SERVICES BY STATE AND LOCAL GOVERNMENT AGENCIES, TEMPORARILY PROHIBITING PUBLIC SCHOOLS FROM EXECUTING NEW CONTRACTS FOR FACIAL RECOGNITION SERVICES, AND MAKING AN APPROPRIATION.

Colorado Revised Statutes 24-18 (part 3)
Use of Facial Recognition Services by State and Local Government Agencies

24-18-302. Notice of intent to use facial recognition service

(1) On and after August 10, 2022, an agency that uses or intends to develop, procure, or use a facial recognition service shall **file with its reporting authority** a notice of intent to develop, procure, use, or continue to use the facial recognition service and specify a purpose for which the technology is to be used.

(2) Except as described in subsection (8) of this section, after filing the notice of intent described in subsection (1) of this section, and prior to developing, procuring, using, or continuing to use a facial recognition service, an agency shall **produce an accountability report** for the facial recognition service.

(3) Prior to finalizing an accountability report, **an agency shall**:

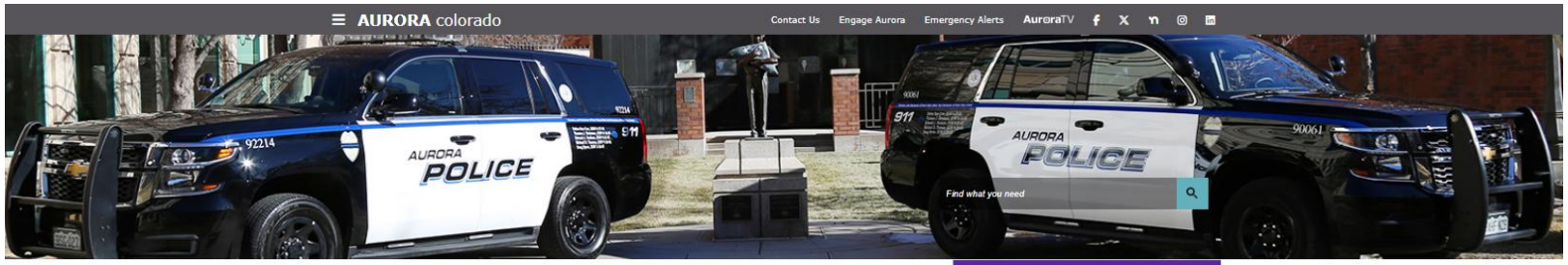
(a) Allow for a public review and comment period;

(b) Hold at least three public meetings to obtain feedback from communities; and

(c) Consider the issues raised by the public through the public meetings.

Link on APD website
(in development)

- Accountability reports publicly available for review
- Public comment form



CITY OF AURORA » RESIDENTS » PUBLIC SAFETY » POLICE

Police

APD Transparency Portal | Access Aurora
Online Crash Report | Online Crime Report

In an Emergency, Dial 911
Police Dispatch: 303.627.3100
General Information: 303.739.6000

Established in 1907, the Aurora Police Department is responsible for providing law enforcement services to a growing, urban/suburban community with unique and ever-changing needs. We strongly believe that the challenges facing the police department can only be addressed effectively by connecting with community leaders, school administrators, members of the business community, non-profit organizations, other government agencies, neighborhood groups and most importantly, individual residents. It is through this spirit of partnership that we will continue to see further reductions in crime and we will enhance the quality of life for those who live, work and play in our city.

The Aurora Police Department currently employs 748 officers and 212 professional staff employees.

- Police Districts, Assignments & Information
- Public Reports & Crime Data
- File Report, Get Records & Property Info
- Aurora Police News
- Community Engagement
- #JoinTheAPD
- Internal Affairs
- Police Area Representatives (PAR)
- Victim Services & Rights
- Youth Programs & Resources
- Get a Police Record
- Contact Us
- Commend an APD Employee
- File Complaint Against an APD Employee
- Cadet Program
- Hire an Off-Duty Officer

POLICE LINKS

Contact Us

15001 E. Alameda Pkwy
Aurora, CO 80012

303.739.6000

ContactAPD@auroragov.org

(This e-mail address is not for reporting crimes or requesting police services)

Community feedback

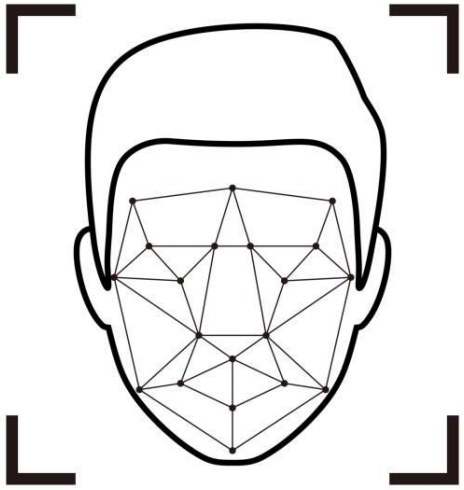
Methods of Identification

Fingerprint, DNA, and facial recognition are all distinct biometric methods of identification

Fingerprint – uses the unique patterns on a person's fingertips for identification

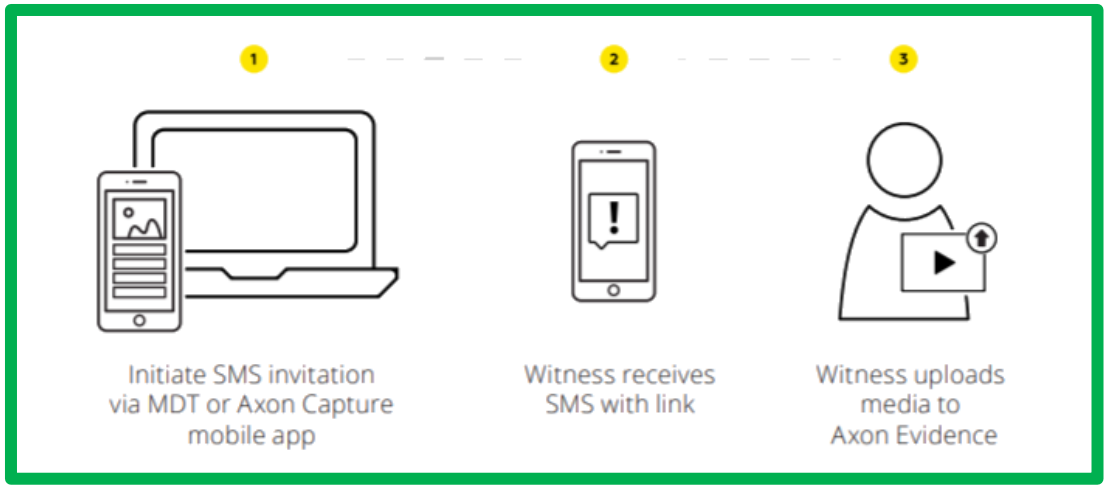
DNA – Analyzes a person's unique genetic makeup for identification

Facial Recognition – Analyzes a person's facial features and geometry to identify them



Cameras are increasingly recording criminals

Officers frequently canvas crime scenes for video evidence



Aurora Police Policy

- Increasing public safety and improving state, local, tribal, territorial, and national security.
- Minimizing the threat and risk of injury to specific individuals.
- Minimizing the threat and risk of physical injury or financial liability to law enforcement and others responsible for public protection, safety, or health.
- Minimizing the potential risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
- Protecting the integrity of criminal investigatory, criminal intelligence, and justice system processes and information.
- Minimizing the threat and risk of damage to real or personal property.
- Fostering trust in the government by strengthening transparency, oversight, and accountability.
- Making the most effective use of public resources allocated to public safety entities.

Authorized Use of Facial Recognition Information

- A reasonable suspicion that an identifiable individual has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal conduct or activity.

- An active or ongoing criminal investigation.

- To mitigate an imminent threat to health or safety through short-term situational awareness surveillance or other means.

- To assist in the identification of a person who lacks capacity or is otherwise unable to identify themselves (such as incapacitated, deceased, or otherwise at risk).

- To investigate and/or corroborate tips and leads.

- To assist in the identification of potential witnesses and/or victims of violent crime.

- To support law enforcement in critical incident responses.

Lumen

The system compares a single “probe image” against large volumes of criminal justice record images that would otherwise require manual review.

Images include a collection of lawfully available booking photographs and other images maintained by members of the Colorado Information Sharing Consortium (CISC).

https://cisc.colorado.gov/

The Aurora Police Department is an existing member agency.

Clearview IA

Clearview App uses a machine-learning facial recognition algorithm to compare a user-uploaded “probe image” to initiate a search against Clearview’s database of 30 billion+ publicly available images from the Internet.

These results can be returned from diverse sources, such as news media sites, public arrest record websites, public social media pages, public business webpages, or public blogs.

Source of comparison images

Meaningful human review

Review or oversight by one or more individuals who are trained in accordance with Colorado Revised Statute 24-18-305 and who have the authority to alter a decision under review. This is accomplished through Facial Comparison

Per Colorado Revised Statutes §24-18-303, “An agency using a facial recognition service to make decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals must ensure that those decisions are subject to meaningful human review.”

Training

Each member entrusted to access Facial Recognition software (Lumen and Clearview AI)

1. *Face Comparison and Identification Training*
    - Provides students with awareness and understanding of the face comparison discipline.
    - This training is consistent with the guidelines and recommendations outlined by the Facial Identification Scientific Working Group (FISWG).
2. *Software specific onboarding training from Vendor*

Every officer or detective with potential to receive Facial Recognition investigative lead

1. *Facial Recognition Investigative Certification Course*
    - It is imperative that law enforcement personnel understand how facial recognition leads are generated, be aware of the technological and legal limitations, and possess the necessary theoretical and operational knowledge to properly verify these leads.
    - Designed to safeguard the community from wrongful arrests, shield agencies from liability, and equip officers with the education, training, and certification needed to effectively and responsibly use this ever-evolving law enforcement tool.

Projected costs

- **Face Comparison and Identification Training** (for users).
  - Consistent with the guidelines and recommendations outlined by the Facial Identification Scientific Working Group (FISWG).
  - Available from virtually from FBI
  - NO COST
- **Lumen**
  - NO COST
- **Clearview AI**
  - 2026 - $32,490 (52% discount)
  - 2027 - $46,750 (31% discount)
  - 2028 - $67,389

- **Facial Recognition Investigative Certification Course** (for Detectives receiving FR leads)
  - Additional safeguard for agency, community and officers.
  - Facial Recognition Investigative Consultants LLC.
  - $16,000 to train 140 APD members

2025 - $16,000 (training)
2026 - $32,490 (Clearview AI)
2027 - $54,750 (Clearview AI + train 70 members)
2028 - $67,389 (Clearview AI)

- International Association of Chiefs of Police – www.theiacp.org/sites/default/files/2019-10/IJIS_IACP%20WP_LEITTF_Facial%20Recognition%20UseCasesRpt_20190322.pdf
- International Association of Chiefs of Police - www.theiacp.org/sites/default/files/2019-10/LE%20Facial%20Rec%20Guiding%20Principles%20Document%20July%202019.pdf
- Major Cities Chiefs Association - https://majorcitieschiefs.com/wp-content/uploads/2021/10/MCCA-FRT-in-Modern-Policing-Final.pdf
- US Government Accountability Office - www.gao.gov/assets/870/868079.pdf
- Security Industry Association - www.securityindustry.org/report/sia-principles-for-the-responsible-and-effective-use-of-facial-recognition-technology/

Collection of best practices

Questions

Aurora Police Department • 15151 E Alameda Parkway • Aurora, Co 80012

8.54 FACIAL RECOGNITION SYSTEMS

Approved By: ******** Chief of Police

Effective: **Enter Date Published**

Revised: **Enter Date Published**

Associated Policy: DM

References: C.R.S. § 24-18-301 -309

Review Authority: Professional Standards and Training Division Chief and APD Legal Advisor(s)

8.54.01 PURPOSE

Facial recognition technology involves the ability to examine and compare distinguishing characteristics of a human face using biometric algorithms contained within a software application. This technology can be a valuable investigative tool to detect and prevent criminal activity, reduce an imminent threat to health or safety, assist in the identification of individuals who refuse to identify themselves when required to do so by law, and help in the identification of persons unable to identify themselves or deceased persons.

This technology will provide many opportunities for the enhancement of productivity, increased crime solvability, effectiveness, and increased safety for both citizens and sworn members. This policy provides Aurora Police Department members with specific guidelines for the collection, access, use, dissemination, retention, purging of images, auditing, and related information applicable to facial recognition.

This policy ensures that all facial recognition investigations are consistent with authorized purposes while not violating anyone's privacy, civil rights, and civil liberties. Further, this policy will delineate the way requests for facial recognition information are received, processed, cataloged, and acted upon.

This directive complies with the statutory requirements described in Colorado Revised Statutes § 24-18-301 through 309.

8.54.02 SCOPE

This directive applies to all members of APD.

8.54.03 DEFINITIONS

Accountability report: A report developed pursuant to C.R.S. § 24-18-302(2).

Audit: A review conducted by the Facial Recognition Administrator to include all use of facial recognition software/technology. The audit will include all user's activity, such as user log ins and log outs, each user's activity in detail, what commands were issued to the system, and what records or files were accessed.

Candidate images: The possible results of a facial recognition search. When facial recognition software compares a probe image against the images contained in a repository, the result is a list of most likely candidate images that were determined by the software to be sufficiently similar to, or most likely resemble, the probe image to warrant further analysis. A candidate image is an investigative lead ONLY and does not establish probable cause without further investigation.

Decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals: Decisions that:

- Result in the provision or denial of financial and lending services, housing, insurance, education enrollment, criminal justice, employment opportunities, health-care services, or access to basic necessities such as food and water; or

- Impact the civil rights of individuals.

Enhancement: To intensify, increase, or further improve the quality, value, or extent of an image. Image enhancement is the process of adjusting digital images so that the results are more suitable for display or further image analysis. For example, removing noise, sharpening, or brightening an image may make it easier to identify key features.

Enroll, Enrolled, or Enrolling: The process by which a facial recognition service:

- Creates a facial template from one or more images of an individual; and

- Adds the facial template to a gallery that is used by the facial recognition service for recognition or persistent tracking of individuals; or

- The act of adding an existing facial template directly into a gallery that is used by a facial recognition service.

Facial Comparison: (in facial identification) A manual process to identify similarities or dissimilarities between two (2) or more facial images or facial image(s) and a live subject for the purpose of determining if they represent the same person or a different person.

Facial recognition: The automated searching for a reference image on an image repository by comparing human facial features of a probe image with the features of images contained in an image repository. A facial recognition search will typically result in one or more likely candidate images.

Facial recognition administrator: A member designated by the Chief of Police, or designee, to be the point of contact for facial recognition software/technology access, training, and audits.

Facial recognition service: Technology that analyzes facial features to facilitate the identification, verification, or persistent tracking of individuals in still or video images. Facial recognition service does not include:

- The analysis of facial features to grant or deny access to an electronic device.

- A generally available consumer product, including a tablet or smartphone, that allows for the analysis of facial features in order to facilitate the user's ability to manage an address book or still or video images for personal or household use; or

- The use of an automated or semiautomated process by a law enforcement agency for the purpose of redacting a recording for release or disclosure to protect the privacy of a subject depicted in the recording, so long as the process does not generate or result in the retention of any biometric data or surveillance information.

Facial recognition software/technology: Third party software that uses specific proprietary algorithms to compare human facial features from one specific picture (probe image) to many others that are stored in an image repository to determine most likely candidates for further investigation.

Facial recognition user: A member who has been approved for access and granted account access by the facial recognition administrator.

Facial template: A machine-interpretable pattern of facial features that is extracted from one or more images of an individual by a facial recognition service.

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Identification: The use of a facial recognition service by an agency to determine whether an unknown individual matches any individual whose identity is known to the agency and who has been enrolled by reference to that identity in a gallery used by the facial recognition service.

Image repository: A location where a group of images of known individuals and biometric templates is stored and managed. An image repository is searched during a facial recognition search process whereby a probe image is used by a facial recognition service for comparison with the images (or features within images) contained in the image repository.

Investigative lead: Any information which could potentially aid in the successful resolution of an investigation but does not imply positive identification of a subject or that the subject is guilty of a criminal act.

Meaningful human review: Review or oversight by one or more individuals who are trained in accordance with Colorado Revised Statute 24-18-305 and who have the authority to alter a decision under review. This is accomplished through Facial Comparison (defined above).

Ongoing surveillance: The continual use of a facial recognition service by an agency to track in real-time the physical movements of a specified individual through one or more public places. Ongoing surveillance does not include a single recognition or attempted recognition of an individual if no attempt is made to subsequently track that individual's movement over time with the use of a facial recognition service after the individual has been recognized.

Persistent tracking: The use of a facial recognition service by an agency to track the movements of an individual on a persistent basis without identification or verification of the individual. Tracking becomes persistent as soon as the facial template that permits the tracking is maintained for more than 48 hours after first enrolling that template or data created by the facial recognition service is linked to any other data such as the individual who has been tracked is identified or identifiable.

Nonidentifying demographic data: Data that is not linked or reasonably linkable to an identified or identifiable individual and includes information about an individual's gender, race, ethnicity, age, or location.

Probable Cause: Facts and circumstances taken as a whole that would lead a reasonable officer to believe that a particular person has committed or is committing a crime (as defined in DM 8.52.03).

Probe image: Any uploaded face image used by facial recognition software for comparison with the face images contained within a face image repository.

Reasonable Suspicion: Articulable facts and circumstances known to the member at the time of a contact when, taken as a whole, that would lead a reasonable officer to reasonably suspect that a particular person has committed, is committing, or is about to commit a specific crime(s). Reasonable suspicion is more than a hunch, however less than probable cause. The person is not free to leave during a detention based on reasonable suspicion (as defined in DM 8.52.03).

Recognition: The use of a facial recognition service by an agency to determine whether an unknown individual matches:

- Any individual who has been enrolled in a gallery used by the facial recognition service; or
- A specific individual who has been enrolled in a gallery used by the facial recognition service.

Repository: A location where a group of images of known individuals and biometric templates are stored and managed. An image repository is searched during a facial recognition search process whereby a probe image is used by facial recognition software for comparison with the images (or features within images) contained in the image repository.

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RFI: Request for information.

RFI log: A credentialed log for the purposes of internal and external facial recognition data sharing and requests that documents the name of the agency/requestor, name of the person completing the request, date and time the request was completed, case number, and reason for the request. The RFI log may be a part of the software auditing process.

Social media alias: An alternative username or online identity used by a person on social media platforms, distinct from their real name.

Verification: The use of a facial recognition service by an agency to determine whether an individual is a specific individual whose identity is known to the agency and who has been enrolled by reference to that identity in a gallery used by the facial recognition service.

8.54.04 POLICY

This policy assists Aurora Police Department's use of facial recognition with:

- Increasing public safety and improving state, local, tribal, territorial, and national security.
- Minimizing the threat and risk of injury to specific individuals.
- Minimizing the threat and risk of physical injury or financial liability to law enforcement and others responsible for public protection, safety, or health.
- Minimizing the potential risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
- Protecting the integrity of criminal investigatory, criminal intelligence, and justice system processes and information.
- Minimizing the threat and risk of damage to real or personal property.
- Fostering trust in the government by strengthening transparency, oversight, and accountability.
- Making the most effective use of public resources allocated to public safety entities.

8.54.05 GENERAL INFORMATION

The use of facial recognition and access to data requires a legitimate law enforcement purpose. No member may use or authorize the use of or access to facial recognition for any other reason.

Probe images are specifically limited to those obtained lawfully and exposed to public view. Any uploaded probe image shall be that of an unknown person for the sole purpose of obtaining a possible identification and investigative lead in an official law enforcement investigation. The only exception to this requirement is if the uploading of a known probe image may result in additional investigative leads (such as the identification of potential aliases, alias social media accounts, etc.). Members shall not substantively manipulate an image for use in a facial recognition service in a manner not consistent with the facial recognition service provider's intended use and training.

Facial Recognition is an investigative tool and any law enforcement action taken based on a submission to any other facial recognition system shall be based on the agency's own identity determination and not solely the

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results of a facial recognition search. The result of a facial recognition search shall only be considered as an investigative lead and **IS NOT TO BE CONSIDERED A POSITIVE IDENTIFICATION OF ANY SUBJECT OR PROBABLE CAUSE FOR ARREST**. Any possible connection or involvement of any subject to an investigation must be determined through further investigation and investigative resources.

The Department may share facial recognition data or requests with any government entity that presents an authorized law enforcement or public safety purpose. External data sharing or requests shall be at the approval of the facial recognition administrator or designee documented via the RFI process. Any data sharing or request shall abide by this facial recognition policy. The Department assumes no responsibility or liability for the acts or omissions of other agencies.

8.54.06 FACIAL RECOGNITION SERVICE SELECTION

Prior to procuring or implementing any facial recognition service, the Department shall require a provider whose facial recognition service is under consideration to disclose any complaints or reports of bias regarding the provider's facial recognition service.

The Department shall, to the extent reasonably practicable as determined by the Chief or designee, use facial recognition service providers who participate in the face recognition vendor test ongoing project of the National Institute of Standards and Technology (NIST Project). If the Department seeks to procure or implement a facial recognition service from a provider who is not participating in the NIST Project and the facial recognition service will be deployed in a context in which it will be used to make Decisions that Produce Legal Effects, the Department will test the facial recognition service in operational conditions before it is deployed.

a. The Department will follow all guidance provided by the developer of the facial recognition service to ensure the best quality results.

b. If the Department deploys a facial recognition service provider that is not participating in the NIST Project, the Department will require the provider to supply an application programming interface, or other technical capabilities, chosen by the provider, to allow for legitimate, independent and reasonable tests of the facial recognition service for accuracy and to identify unfair performance differences across distinct subpopulations, including those that are visually detectable characteristics (i.e., race, skin tone, ethnicity, gender, age, disability status). The provider will not, however, be required to provide proprietary material or provide an interface or technical capability in a way that would increase the risk of cyber-attacks.

c. If the results of independent testing identify material unfair performance differences across subpopulations, the Department will require the provider to develop and implement a plan to mitigate the identified performance differences within 90 days after receipt of the test results.

All technology associated with a facial recognition service, including all related hardware and software support, shall be bound by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) security policy. Information contained within or generated through the use of a Facial Recognition Service is considered highly restricted personal information, which may only be transmitted, accessed, used, and disseminated in accordance with state and federal laws, rules, policies, and regulations; including, but not limited to, the most recent federal CJIS Security policy.

The facial recognition administrator will be responsible for deploying, managing, and controlling access to the facial recognition program and for ensuring that access, management, and use of the technology is consistent with Department policy and with statutory requirements in C.R.S. §§ 24-18-301 through 24-18-309.

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Any authorization for the Department to develop, procure, use, or continue to use a facial recognition service shall comply with all applicable requirements of C.R.S. § 24-18-302.

8.54.07 PROGRAM MANAGEMENT

The Electronic Support Section Lieutenant will be responsible for deploying, managing, and controlling access to the facial recognition program. The ESS Lieutenant will designate a program manager tasked to ensure that access, management, and use of the technology is consistent with Aurora Police Department policy. The program manager will ensure that the Aurora Police Department is compliant with the statutory guidance defined in Colorado Revised Statutes (Use of Facial Recognition Services by State and Local Government Agencies 24-18-301 through 24-18-309).

The authorization to develop, procure, use, or continue to use the facial recognition services (enrollment databases) will be consistent with Colorado Revised Statute 24-19-302.
Aurora Police Department is authorized to access and perform facial recognition searches utilizing the following authorized enrollment databases.

- Lumen
- Clearview.ai platform
- Law enforcement shared gallery that meets the Aurora Police Department policy

In addition to above, the Aurora Police Department is authorized to submit requests for face recognition searches to be performed by external entities that own and maintain face image repositories (i.e., Colorado Department of Motor Vehicle / Revenue).

8.54.08 ACCESS, SECURITY, AUDITING AND RETENTION

Access to facial recognition search results will be provided only to individuals within the Aurora Police Department who are authorized to have access and have completed applicable training. Authorized access to the Aurora Police Department facial recognition software will be granted only to personnel whose positions and job duties (Investigations, Intelligence and Analysts) require such access.

The facial recognition administrator shall grant and audit all user access, following the required account approval.

All facial recognition users shall be required to have individual access for use of the facial recognition software/technology.

Approved facial recognition operators will analyze, review, and evaluate the quality and suitability of probe images, to include factors such as the angle of the face image, level of detail, illumination, size of the face image, and other factors affecting a probe image prior to performing a face recognition search.

Original probe images shall not be altered, changed, or modified to protect the integrity of the image. Any enhancements made to a probe image will be made a copy, saved as a separate image, and documented to indicate what enhancements were made, including the date and time of change.

Resulting images, if any, shall be manually compared with the probe image by the person conducting the comparison. In accordance with training, any candidate image that is incompatible with a probe shall be removed from the candidate image list.

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Any upload of a probe image, query, or request shall include the name of the agency/requestor, name of the person completing the request, date and time the request was completed, case number and reason for the request. This information will be logged, tracked and available for auditing and review.

The Aurora Police Department and all authorized facial recognition users shall comply with all requirements stipulated in any Memorandum of Understanding (MOU) related to any authorized facial recognition enrollment databases. Any questions or clarification regarding an MOU should be directed to the Electronic Support Section Lieutenant or the Police Legal Advisor's Office

Images accessed by the Aurora Police Department for face recognition searches are not maintained or owned by the Aurora Police Department and are subject to the retention policies of the respective enrollment databases authorized to maintain those images.

Per Colorado Revised Statutes §24-18-303, members shall disclose the use of facial recognition technology to a criminal defendant in a timely manner prior to trial.

8.54.09 SECONDARY PEER REVIEW

Per Colorado Revised Statutes §24-18-303, "An agency using a facial recognition service to make decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals must ensure that those decisions are subject to meaningful human review."

Prior to completing the facial recognition investigation, a peer review process must be implemented. The goal of this review process is to provide an additional level of consistency and control with respect to the application of standardized training practices.

A secondary (peer) review will consist of a separate facial recognition trained member reviewing the findings of the initiating investigator. This can be a review of the facial recognition report alone, or a complete secondary search of the probe imagery within the facial recognition service. During the secondary review, the reviewing peer investigator will report either a concurrence with the provided results or rejection of the provided results. The secondary reviewer will provide specific and articulable reasons for not agreeing with the provided results.

The outcome of the secondary review will be documented on the investigative lead report and subsequently reviewed by program managers. The cause for any lack of concurrence with results will be analyzed by program managers and the circumstances of the disagreement will be reviewed with the initial investigating member. The program manager will have ultimate decision-making authority on the progression of the lead after considering all the available identifying factors. The number and nature of facial recognition investigations with disagreements over the results will be monitored over time and will be included in the audit review.

8.54.10 AUTHORIZED USE OF FACIAL RECOGNITION INFORMATION

All use of facial recognition shall be for official law enforcement use only and considered law enforcement sensitive information. The following are authorized uses of facial recognition information:

- A reasonable suspicion that an identifiable individual has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal conduct or activity.

- An active or ongoing criminal investigation.

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- To mitigate an imminent threat to health or safety through short-term situational awareness surveillance or other means.

- To assist in the identification of a person who lacks capacity or is otherwise unable to identify themselves (such as incapacitated, deceased, or otherwise at risk).

- To investigate and/or corroborate tips and leads.

- To assist in the identification of potential witnesses and/or victims of violent crime.

- To support law enforcement in critical incident responses.

The results of a facial recognition service shall not be used as the sole basis to establish probable cause in a criminal investigation. The results of a facial recognition service may be used in conjunction with other information and evidence lawfully obtained by a member to establish probable cause in a criminal investigation.

Facial recognition information will be included in the case file and timely disclosed as part of the criminal discovery process.

8.54.11 UNAUTHORIZED USE OF FACIAL RECOGNITION SYSTEMS

The use of facial recognition for the sole purpose of intelligence gathering is prohibited. Additionally, the technology will not be used solely for identifying anyone exercising their constitutionally protected rights. The use of live facial recognition technology in conjunction with public safety cameras outside the above guidelines is prohibited.

The Aurora Police Department strictly prohibits access to and use of any facial recognition system, including dissemination of facial recognition search results, for the following purposes:

- Non-law enforcement (including but not limited to personal purposes).

- Any purpose that violates the U.S. Constitution or laws of the United States, including protections of the First, Fourth, and Fourteenth Amendments.

- Prohibiting or deterring lawful individual exercise of other rights, such as freedom of association, implied by or secured by the U.S. Constitution or any other constitutionally protected right or attribute.

- Harassing and /or intimidating and individual or group.

- Civil immigration enforcement

- Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.

Per Colorado Revised Statutes (§ 24-18-307) members shall not use a facial recognition service to engage in ongoing surveillance, conduct real-time or near real-time identification, or start persistent tracking unless:

- A member obtains a warrant authorizing such use;

- Such use is necessary to develop leads in an investigation;

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- The law enforcement agency has established probable cause for such use; or

- The member obtains a court order authorizing the use of the service for the sole purpose of locating or identifying a missing person or identifying a deceased person. A court may issue an ex parte order under this subsection (1)(d) if a law enforcement officer certifies and the court finds that the information likely to be obtained is relevant to locating or identifying a missing person or identifying a deceased person.

The Aurora Police Department shall not apply a facial recognition service to any individual based on the individual's religious, political, or social views or activities; participation in a particular noncriminal organization or lawful event; or actual or perceived race, ethnicity, citizenship, place of origin, immigration status, age, disability, gender, gender expression, gender identity, sexual orientation, or other characteristic protected by law.

8.54.12 TRAINING

Training will be provided to all authorized users of facial recognition software/technology. This training will be arranged and documented by the facial recognition program manager and account access will not be created or provided until training has been completed.

Training will cover both the use of facial recognition software/technology and a specific review and acknowledgment of all elements of this policy.

Per Colorado Revised Statutes (§ 24-18-305), the training will, at a minimum, include:

- The capabilities and limitations of the facial recognition service;

- Procedures to interpret and act on the output of the facial recognition service; and

- To the extent applicable to the deployment context, the meaningful human review requirement for decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals.

The use of each authorized enrollment database will include specific training that includes the following process:

- An authorized user accesses their individual account.

- The authorized user shall enter the required information to support the authorized use of facial recognition satisfying an official law enforcement purpose.

- A lawfully obtained probe image of a subject meeting the required authorized use is uploaded to the system.

- The software automatically compares the probe image to candidate images within the repository.

- Results of the comparison are returned and provide a potential investigative lead.

Facial Comparison Training will also be provided to Aurora Police Department Detectives and Investigators assigned to lead investigations which may include facial recognition leads.

Updated training shall be identified with any policy revisions or updates in facial recognition software.

8.54.0X ACCOUNTABILITY

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The Aurora Police Department will adopt and follow procedures and practices by which it can ensure and evaluate the compliance of users with the face recognition system requirements and with the provisions of this policy and applicable law. This will include logging access to face recognition information and will entail periodic random auditing of these systems so as not to establish a discernable pattern that may influence users' actions. These audits will be mandated at least annually, and a record of the audits will be maintained by the ESS Lieutenant, or designee, pursuant to the Department's retention policy. Audits may be completed by an independent third party, a designated representative of the Aurora Police Department, or the Office of the City Auditor.

The Electronic Support Section Lieutenant, or designee, will review and update the provisions contained in this face recognition policy annually and will make appropriate changes in response to changes in applicable law, technology, and/or the purpose and use of the face recognition system; the audit review; and public expectations.

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AURORA POLICE DEPARTMENT

Facial Recognition Accountability Report for
Rank One Computing Corporation's facial recognition service,
within LexisNexis' Lumen/AVCC software platform.

The Aurora Police Department submits this report pursuant to the requirements of Colorado Revised Statutes § 24-18-301 through 309. The Aurora Police Department ("APD") intends to activate the facial recognition functionality within the Lumen/AVCC software platform and to use it in support of law enforcement investigations.

The Aurora Police Department in Aurora, Colorado, intends to use the facial recognition functionality, facilitated by Colorado-based Rank One Computing, within LexisNexis' Lumen and Accurint Virtual Crime Center (AVCC) software platforms. Lumen/AVCC are software platforms that utilize the criminal justice information shared between the 140+ law enforcement member agencies of the Colorado Information Sharing Consortium (CISC). The facial recognition service within the Lumen/AVCC platforms are provided by Rank One Computing Corporation's (ROC) SDK version 2.2.1 algorithm. This software uses state-of-the-art facial recognition technology to find possible matches based on facial characteristics from a user-uploaded image to booking photos or other lawfully obtained images from CISC member agency records.

All use of facial recognition technology shall be for official law enforcement purposes only and considered law enforcement sensitive information. Per Colorado Revised Statute § 24-18-307, the Aurora Police Department will use this technology as an investigative lead only, with the full understanding that a potential match alone does not constitute probable cause.

I. Technical Description & Intended Use

The system compares a single user-uploaded "probe image" against a collection of lawfully available booking photographs and other images maintained by members of the CISC. Lumen/AVCC returns a ranked list of potential matches, each with a numerical confidence score. This score represents the likelihood of similarity, but it does not establish identity, positive identification, or probable cause.

Capabilities & Function
The Lumen/AVCC tool is designed to generate investigative leads by automating the process of comparing probe images against large volumes of criminal justice record images that would otherwise require manual review. Specifically:

- The algorithm creates mathematical templates from probe and candidate images to calculate similarity scores.

- The system uses machine-learning processes refined through operational testing, but results remain dependent on image quality and capture conditions (lighting, pose, occlusion, blur, glare, and resolution).
- Poor quality probe or candidate images may reduce accuracy.
- ROC SDK has been independently evaluated by the National Institute of Standards and Technology's (NIST) Facial Recognition Vendor Test (FRVT) and demonstrates low error rates (0.01%–0.00005%), though demographic variation exists.

The tool cannot and will not conduct real-time surveillance, live monitoring, or continuous tracking. It is strictly limited to after-the-fact investigative use.

Decision Making

Facial recognition results are investigative leads only and may not be relied upon as the sole basis for probable cause, arrest, or charging. APD personnel are required to:

- Review all results through meaningful human review by a trained investigator.
- Submit all identifications for peer review by another trained member prior to further use.
- Corroborate any potential match with independent evidence.

Intended Use and Benefits

The Lumen/AVCC facial recognition tool is intended to enhance the investigative abilities of the Aurora Police Department. This type of facial recognition technology automates the process necessary to locate potential matches between a probe image and thousands of criminal justice record images that would otherwise require a manual search by a human. The facial recognition algorithm will rank potential matches in a manner that allows for a simplified process of human review.

When provided a probe image to search against a collection of candidate images, Lumen/AVCC returns multiple results, sorted by the highest match score generated by the ROC SDK's facial recognition algorithms. Once Lumen/AVCC provides a list of results, a human investigator must review the results before making any determination of a possible match. A possible match determination may be used as an investigative lead that is treated in a similar manner as an anonymous tip. In particular, the investigative lead does not supply adequate probable cause to make an arrest without additional evidence. The intended benefit of using the Lumen/AVCC facial recognition service is to provide investigative leads that enhance follow-up inquiries and increase the likelihood of solving crimes that might otherwise remain unsolved.

In comparable use by the New York City Police Department (NYPD) since 2011, the NYPD has successfully used facial recognition to identify suspects whose images have been captured by cameras at robberies, burglaries, assaults, shootings, and other crimes. In 2019 alone, the Facial Identification Section received 9,850 requests for comparison and identified 2,510 possible matches, including possible matches in 68 murders, 66 rapes, 277 felony assaults, 386 robberies, and 525 grand larcenies, with no known instance in which a person was falsely arrested based on a facial recognition match.[1]

The use of facial recognition software will assist the Aurora Police Department with:

- Increasing public safety and improving state, local, and national security.
- Minimizing the threat and risk of injury to specific individuals.

[1] https://www.nyc.gov/site/nypd/about/about-nypd/equipment-tech/facial-recognition.page

- Minimizing the threat and risk of physical injury or financial liability to law enforcement and others responsible for public protection, safety, and health.
- Minimizing the potential risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
- Reducing the opportunities for bias and prejudice to impact the criminal justice process.
- Protecting the integrity of criminal investigations, criminal intelligence, and justice system processes and information.
- Minimizing the threat and risk of damage to real or personal property.
- Fostering trust in the government by strengthening transparency, oversight, and accountability.
- Making the most effective use of public resources allocated to the police department.

Data Inputs and Generation

The Lumen/AVCC facial recognition tool uses the following types of data inputs:

- User submitted probe images collected during criminal investigations and associated information identifying the purpose of the search (such as case number, crime time, and justification for use).
- The candidate facial image data is primarily jail booking photos or other lawfully obtained images that are collected by the CISC from its member agencies who elect to share images.

The Lumen/AVCC facial recognition tool generates a template of each facial image, which is a mathematical model of the unique subject which may be compared to templates generated from other images to produce a match score. For each facial image, the tool also generates metadata including pitch, yaw, image quality estimations and facial analytics like age, gender, geographic origin, emotion, facial hair, glasses and mask estimations.

II. Data Management, Training and Use Policy

The Aurora Police Department will follow statutory requirements described in Colorado Revised Statutes § 24-18-301 through 309, in conjunction with an approved department policy. As such, the department will follow the below guidelines regarding data management, training and the authorized use of the facial recognition service.

Data Minimization

The features and functions of the Lumen/AVCC facial recognition tool effectively reduce the risk of inadvertent access to data by APD personnel. The Lumen/AVCC facial recognition tool searches only criminal justice records available to CJIS-certified law enforcement personnel of CISC member agencies. The criminal justice records available in the facial recognition tool are subject to the retention policies of the owner agencies.

Data Integrity and Retention

The designated Facial Recognition Administrator will be responsible for overseeing all Lumen/AVCC facial recognition tool permissions for the Aurora Police Department. Access to this tool will be restricted to a limited number of trained investigative and analytical personnel with individual accounts. The Facial Recognition Administrator will have the capability to audit and review any, and all usage of this facial recognition tool by any member of the department. The audit will include all user activity, such as user log ins and log outs, what commands were issued to the system, and what records or files were accessed.

All information obtained from the Lumen/AVCC facial recognition tool by any member of the police department will be collected in a formal report and retained in accordance with guidelines set forth in the record management system.

Without the express permission of APD, or as required by law, such as a judicial order, LexisNexis employees will not review APD search history within the Lumen/AVCC facial recognition tool, ensuring that sensitive investigative data will remain confidential.

All information available within the Lumen/AVCC investigative platform, including the facial recognition tool, is purged according to the retention schedule and policies set by the owner agency. For example, any information made available to other CISC member agencies by APD is purged from the Lumen/AVCC investigative platform when its retention expires inside APD's record management system.

Usage Rules and Requirements

Access to the Lumen/AVCC facial recognition tool within the Aurora Police Department will be strictly limited to set number of personnel who are trained in its use. Each authorized user will have individual credentials, and the Facial Recognition Administrator will oversee access approvals, maintain user records, and conduct audits to ensure policy compliance. Operators are responsible for reviewing the quality and suitability of probe images prior to initiating a search, with careful consideration of factors such as pose, clarity, illumination, and image resolution. Original probe images must remain unaltered; any enhancements must be applied only to copies, with documentation identifying the type of change, date, time, and operator. All comparisons are subject to human review, and results must undergo peer verification by another trained member prior to investigative use.

Every search conducted in the facial recognition system will be fully documented, including the operator's name, date and time of the request, case number, and the stated purpose of the search. This information will be logged automatically and maintained for review and auditing. Regular audits will be conducted to monitor usage, identify error rates, and ensure that no misuse or irregularities occur.

The Aurora Police Department will comply with all Colorado statutes, department directives, and any Memoranda of Understanding governing participation in shared databases. The Department does not own or permanently retain images accessed for searches; instead, candidate images remain subject to the retention policies of the source databases. Case-related results will be retained in accordance with Department policy. Pursuant to Colorado Revised Statute § 24-18-303, the Department will disclose the use of facial recognition technology to a criminal defendant in a timely manner prior to trial.

To ensure accountability and safeguard individual rights, the Department prohibits the use of facial recognition for real-time surveillance, continuous monitoring, or the creation of independent facial recognition databases. The Facial Recognition Administrator will ensure compliance with state-mandated reporting requirements, including annual monitoring of accuracy, error rates, and potential demographic bias. If error rates exceed one percent, or if evidence of disparate impact arises, the Department will suspend use until corrective measures are implemented. These rules are designed to balance the investigative value of facial recognition technology with the protection of privacy, civil rights, and public trust.

Data Security

Facial recognition data is stored securely on CJIS-compliant Lumen/AVCC servers, and access is limited to individual authorized users within Lumen/AVCC.

Lumen/AVCC is web-based software and not an application which needs to be downloaded to any City of Aurora computers. Any records exported by Aurora Police Department members shall be immediately uploaded to the department's record management system (Versadex). Versadex is CJIS compliant and maintained by the City of Aurora's Information Technology department.

Training Procedure

Training will be provided by the Aurora Police Department to all authorized users of facial recognition services. This training will be arranged and documented by the Facial Recognition Administrator and account access will not be created or provided until training has been completed.

Training will cover both the use of facial recognition software/technology as well as a specific review and acknowledgment of all elements of related department policy.

Per Colorado Revised Statute § 24-18-305, the training will at a minimum include:

- The capabilities and limitations of the facial recognition service.
- Procedures to interpret and act on the output of the facial recognition service; and
- The meaningful human review requirement for decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals.

The use of the Lumen/AVCC facial recognition tool will include specific training that includes the following:

- the authorized user shall enter the required information to support the authorized use of facial recognition satisfying an official law enforcement purpose,
- a lawfully obtained probe image of a subject meeting the required authorized use is uploaded to the system,
- the software automatically compares the probe image to candidate images within the repository,
- results of the comparison are returned and provide a potential investigative lead.

Updated training shall be identified with any policy revisions or updates in facial recognition software.

III. Accuracy and Impact

Testing Procedure

In accordance with Colorado Revised Statute § 24-18-304(4), Rank One Computing submitted the ROC SDK for testing in the following series of the National Institute of Standards and Technology (NIST) Face Recognition Vendor Test (FRVT) Ongoing:

1:1 Verification:	*https://pages.nist.gov/frvt/html/frvt11.html*
1: N Identification:	*https://pages.nist.gov/frvt/html/frvt1N.html*
Quality Assessment:	*https://pages.nist.gov/frvt/html/frvt_quality.html*
Demographic Effects:	*https://pages.nist.gov/frvt/html/frvt_demographics.html*
Paperless:	*https://pages.nist.gov/frvt/html/frvt_paperless_travel.html*

Test Results

Rank One Computing's SDK facial recognition algorithm was submitted to the National Institute of Standardization and Technology (NIST) Face Recognition Technology Evaluation (FRTE) for 1:1 Verification. In that test, ROC's SDK facial recognition algorithm ranked No. 6 in the world out of 404 total entries.[2]

	FALSE NON-MATCH RATE (FNMR)							
	Constrained, Cooperative						Unconstrained, Non-Coop	
Algorithm	Gallery	VISA	MUGSHOT	MUGSHOT	VISA	VISA Yaw≥45	BORDER	BORDER
	Probe	VISA	MUGSHOT	MUGSHOT ΔT≥12 YRS	BORDER	BORDER°	BORDER	KIOSK
	Date	FMR = 0.000001	= 0.00001	= 0.00001	= 0.000001	= 0.000001	= 0.000001	= 0.00001
qazsmartvisionai-004	2025-07-18	-	0.002(1)	0.002(3)	0.0014(1)	0.003(2)	0.0028(1)	0.0337(1)
viante-002	2025-06-17	-	0.0025(52)	0.0024(29)	0.0015(2)	0.0028(1)	0.0029(2)	0.0349(2)
recognito-001	2023-09-27	0.0007(2)	0.0021(4)	0.0022(14)	0.0016(3)	0.007(15)	0.0662(202)	0.1047(123)
cloudwalk-mt-007	2023-02-21	0.0007(1)	0.0023(23)	0.0019(1)	0.0016(4)	0.0036(3)	0.0032(4)	0.0394(9)
paravision-018	2025-06-12	-	0.002(2)	0.002(4)	0.0016(5)	0.0038(4)	0.0034(7)	0.0375(5)
roc-019	2025-07-21	-	0.0021(10)	0.0021(8)	0.0016(6)	0.006(11)	0.0031(3)	0.038(6)

Bias and Inaccuracy

In the NIST Demographic Effects series the ROC SDK algorithm ranked 11th worldwide (out of 597 entries) across all 70 sub-populations of the NIST test data, with the lowest scoring demographic being West African females aged 65-99 years old (0.01061% false match rate).[3] The potential for technological bias and inaccuracy is further mitigated through required meaningful human review of each potential match and secondary peer review by another trained member. Final supervisory approval is also required before any investigative lead is forwarded for follow-up

Civil Rights Impact

The Aurora Police Department recognizes the importance of safeguarding civil rights, civil liberties, and privacy in the use of facial recognition technology. To address these concerns, multiple layers of oversight and human judgment are built into every stage of the process. The Lumen/AVCC system does not make identifications or determinations of guilt; rather, it generates a ranked list of possible matches based on a submitted probe image. These results are reviewed by trained investigators, who are required to apply their professional expertise to determine whether any candidate represents a possible match. No investigative action may proceed without additional independent evidence, and a possible match may only serve as an investigative lead, comparable to an anonymous tip.

Probe images are drawn exclusively from lawfully obtained criminal justice records, such as arrest booking photographs, and are never collected from unauthorized sources. To further protect against potential bias or disparate impact, every authorized user must input a valid case number and specify the type of crime under investigation prior to initiating a search. This requirement affirms that the technology is being used exclusively to investigate crimes that have already occurred and not to monitor lawful activities, conduct "fishing expeditions," or track individuals engaged in constitutionally protected activities. Compliance with this rule will be verified through routine audits of user inputs and system usage.

[2] https://pages.nist.gov/frvt/html/frvt11.html

[3] https://pages.nist.gov/frvt/html/frvt_demographics.html

The Aurora Police Department also maintains strict adherence to APD Directive 08.32: Bias-Based Policing, which prohibits investigative activity based in whole or in part on an individual's actual or perceived race, ethnicity, gender, national origin, language preference, religion, sexual orientation, gender identity, age, or disability. Investigations may only rely on demographic descriptors when they are part of a reliable, suspect-specific description that also includes non-demographic identifying characteristics.

In addition, APD's Facial Recognition Policy requires investigators to document every search, including the requestor's name, date, time, case number, and purpose. This ensures transparency, accountability, and a record of lawful use. Audit logs will be reviewed to detect any misuse, and violations of policy will be subject to disciplinary action.

Independent testing conducted by NIST has demonstrated that the ROC SDK algorithm used within Lumen/AVCC performs with high levels of accuracy across demographic groups, with measured performance exceeding 99% accuracy in the FRVT Demographic Effects program. While no technology is free from error, these results indicate that the risk of disparate impact on marginalized communities is extremely low. Importantly, any potential error is further mitigated by the requirement for human review, corroborating evidence, and supervisory oversight before any investigative or enforcement action is taken.

Through these safeguards, the Aurora Police Department is committed to ensuring that the use of facial recognition technology supports public safety while protecting civil rights, civil liberties, and the trust of the community.

Public Feedback

The Aurora Police Department will seek approval from the Aurora City Council prior to the implementation and utilization of the Lumen/AVCC facial recognition tool. As is required by Colorado Revised Statute § 24-18-302, consideration and the opportunity for public comment will be heard at a Public Safety Committee Meeting, Council Study Session, and Council Regular meeting should the item be moved forward at each meeting respectively.

Public comments and feedback on the use of facial recognition technology can be submitted through an online form available in the Facial Recognition section of the Aurora Police website. All feedback will be reviewed and addressed in accordance with agency procedures.

AURORA POLICE DEPARTMENT

Facial Recognition Accountability Report for Clearview AI, Inc Technologies

The Aurora Police Department submits this report pursuant to the requirements of Colorado Revised Statutes § 24-18-301 through 309. The Aurora Police Department ("APD") intends to procure licenses for access to and use of Clearview AI Inc. ("Clearview") facial recognition search engine (the "Clearview App") in order to use it in support of law enforcement investigations.

The Aurora Police Department in Aurora, Colorado, proposes to procure licenses for Version 2.0 of the Clearview App, provided by Clearview AI, Inc. Clearview is an investigative application that uses state-of-the-art facial-recognition technology to match the face in a user-uploaded image to faces in publicly available images. It is designed to be used in ways that ultimately reduce violent crime, fraud, and risk in order to make communities safer. All use of facial recognition shall be for official law enforcement use only and considered law enforcement sensitive information. Per Colorado Revised Statute § 24-18-307, the Aurora Police Department will use this technology as an investigative lead only and will use any results in conjunction with other leads and evidence.

I. Technical Description & Intended Use

The Clearview App is a facial recognition search engine. It functions in a manner similar to the "reverse image search" functionality on many commonly used search engines, with enhanced utility and accuracy thanks to its machine-learning, neural-network facial recognition technology. The Clearview App is made available to government agencies and contractors.

Capabilities & Function

The Clearview App helps solve crimes after-the-fact by matching photos obtained by a government customer of suspects, persons of interest in a law enforcement investigation, and victims or possible victims of crimes against Clearview's database of more than 20 billion publicly available facial images. Specifically, the Clearview App uses a machine-learning facial recognition algorithm to compare a face in a user-uploaded image (the "Probe Image"), to initiate a search against Clearview's database of 30 billion+ publicly available images from the Internet. These results can be returned from diverse sources, such as news media sites, public arrest record websites, public social media pages, public business webpages, or public blogs. Clearview generates "vectors" from the faces in the images in order to match the faces. Faces which are extremely similar to the face in the Probe Image are returned as search results, along

with links to the online location where those images were originally posted. Law enforcement users can proceed to the third-party sites and view the images in their original context. At that point, law enforcement makes independent assessments as to if there is a match between the Probe Image and images retrieved by Clearview. These results are reviewed by trained investigators, who are required to apply their professional expertise to determine whether any candidate represents a possible match. This search process provides Aurora Police Department personnel with investigative leads after-the-fact to help them identify unknown suspects, victims or other persons of interest. This function is only available to law enforcement and other government users or their contractors.

Decision Making

Clearview App is not a final decision-making tool. It is intended to support investigations. Each decision about an identification is made by trained investigators using their professional expertise to determine whether any candidate represents a possible match. Law enforcement personnel must review the results for every search to enable human review and independent verification. Probable Cause determinations may not be based solely on these identifications. In addition, all results will be peer reviewed by other sworn members prior to utilizing any information obtained.

Intended Use and Benefits

Use of the Clearview App is intended to support and hasten investigations. The Clearview App is an effective investigative tool. According to the Government Accountability Office's August 2021 report "FACIAL RECOGNITION TECHNOLOGY: Current and Planned Uses by Federal Agencies," Clearview's technology was used successfully by multiple federal law enforcement agencies:

- The Department of Homeland Security used the Clearview App to help identify victims and perpetrators in domestic and international child exploitation cases.[1]
- The Secret Service used the Clearview App to help identify the subjects of federal criminal investigations.[2]
- The Air Force Office of Special Investigations used the Clearview App to support counterterrorism, counterintelligence, and criminal investigations.[3]
- Media coverage by *The New York Times* indicated that the Clearview App was used by various law enforcement agencies to successfully support investigations related to the January 6th, 2021, riot at the US Capitol.[4]
- Homeland Security Investigations Child Exploitation Investigations Unit used Clearview to provide a lead which resulted in the successful conviction of an individual who was sexually abusing a minor and sharing the images online.[5]

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[1] GAO-21-526, *Facial Recognition Technology: Current and Planned Uses by Federal Agencies* https://www.gao.gov/assets/gao-21-526.pdf. Pg 20

[2] *Id.*

[3] *Id.* pg. 33.

[4] "The facial-recognition app Clearview sees a spike in use after Capitol attack." Kashmir Hill. *The New York Times.* January 09, 2021.

[5] Fed. Agency Identifies Suspect of Las Vegas Child Exploitation in Background of Social Media Profile. www.clearview.ai/post/fed-agency-identifies-suspect-of-las-vegas-child-exploitation-in-background-of-social-media-profile

- According to testimony by Clearview's CEO, the Company is aware that one unit within Federal Bureau of Investigation experienced a threefold increase in the number of child sexual exploitation victims identified while using the Clearview App in 2019.[6]

By using facial recognition software will assist the Aurora Police Department with:

- Increasing public safety and improving state, local, tribal, territorial, and national security.
- Minimizing the threat and risk of injury to specific individuals.
- Minimizing the threat and risk of physical injury or financial liability to law enforcement and others responsible for public protection, safety, or health.
- Minimizing the potential risks to individual privacy, civil rights, civil liberties, and other legally protected interests.
- Reducing the opportunities for bias and prejudice to impact the criminal justice process.
- Protecting the integrity of criminal investigations, criminal intelligence, and justice system processes and information.
- Minimizing the threat and risk of damage to real or personal property.
- Fostering trust in the government by strengthening transparency, oversight, and accountability.
- Making the most effective use of public resources allocated to public safety entities.

Data Inputs and Generation

The Clearview App uses the following types of data inputs:

- User submitted Probe Images and associated information identifying the purpose of the search (such as case number and crime time),
- Publicly available images from the Internet and the URLs where they appear which are collected by Clearview and returned as search results if they are sufficiently similar to the Probe Image.

The Clearview App generates "vector maps" from faces in images. Vector maps are machine readable coordinates in a 512-axis coordinate plane upon which more similar images of faces will be placed closer together. Upon user request, it also generates PDF reports showing the publicly available online images and links returned in response. When a user initiates a search on the Clearview App, the displayed search results contain publicly available images from the Internet, along with links to their original locations, the titles of those webpages and in some cases a small text snippet from those webpages.

II. Data Management, Training and Use Policy

The Aurora Police Department will follow statutory requirements described in Colorado Revised Statutes § 24-18-301 through 309, in conjunction with an approved department directive. As such, the department will follow the below guidelines regarding data management, training and the authorized use of the facial recognition service.

[6] *Statement of CEO Hoan Ton-That Before the Massachusetts Special Commission on Facial Recognition.* July 30, 2021.

Data Minimization

The features and function of the Clearview App effectively reduce the risk of inadvertent access to data by Aurora Police Department personnel. As noted above, the Clearview App searches only publicly available online image data and does not search information that has been restricted by a website to prevent its access by the general public. Therefore, access by Aurora Police Department personnel to private images is prevented. Additionally, the Clearview App only displays images to users when they are responsive to a search; Aurora Police Department personnel do not have access to images collected by Clearview unless they are directly responsive to a search initiated by a Probe Image. Search results returned by the Clearview App are limited to images which can be retrieved using the same algorithm and match threshold settings which achieved 99% or better accuracy for every demographic group on the NIST Facial Recognition Vendor 1:1 Verification Test - Demographic Effects Test. Therefore, the inclusion of images which are not relevant to the investigative purpose of a particular search is substantially reduced and largely eliminated. Aurora Police Department personnel do not have access to face vectors maintained by Clearview.

Data Integrity and Retention

The designated Facial Recognition Administrator will be responsible for overseeing all Clearview AI accounts for the Aurora Police Department. This person will have the capability to audit and review any, and all usage of this facial recognition software by any member of the department. The audit will include all user's activity, such as user log ins and log outs, each user's activity in detail, what commands were issued to the system, and what records or files were accessed.

All information obtained from Clearview AI by any member of the police department will be utilized in a formal report and retained in accordance with guidelines set forth in the record management system.

The collection of personal information by Clearview is limited to that which is necessary to meet Clearview's business objectives. Clearview does not share face vectors with Clearview's users.

Except with the express permission of the Aurora Police Department or as required by law, such as a judicial order, Clearview employees will not review Aurora Police Department search history within the Clearview App, ensuring that sensitive investigative data will remain confidential.

Probe images uploaded in the Clearview App will not be retained as a reference image within the platform.

Usage Rules and Requirements

The Clearview App can only be accessed by authorized users within the Aurora Police Department who are trained on its use. All agencies using the Clearview App are required to appoint at least one employee who is serving in a supervisory role as administrative user who will be able to review the search histories of agency personnel who access the Clearview App in order to ensure that their use of the Clearview App is appropriate. Within the Aurora Police Department, authorized users are approved by the Facial Recognition Administrative, who will also maintain user records and conduct audits to ensure policy compliance. All authorized and administrative users must complete training on how to use Clearview

technology before access is granted. All users must abide by the Terms of Service and Code of Conduct– Clearview reserves the right to terminate any account which violates these rules. The Clearview App may only be used for legitimate governmental purposes and requires law enforcement users to input identifying information for each search–generally including a case number and Criminal Justice Information System code for the relevant crime type pertaining to that investigation.

An agency may not share access to Clearview or the data from Clearview with any third party that is not a law enforcement agency, except as required by law.

All use of facial recognition shall be for official law enforcement use only and considered law enforcement sensitive information. The following are authorized uses of facial recognition information.

- A reasonable suspicion that an identifiable individual has committed a criminal offense or is involved in or planning criminal (including terrorist) conduct or activity that presents a threat to any individual, the community, or the nation and that the information is relevant to the criminal conduct or activity.
- An active or ongoing criminal investigation.
- To mitigate an imminent threat to health or safety through short-term situational awareness surveillance or other means.
- To assist in the identification of a person who lacks capacity or is otherwise unable to identify themselves (such as incapacitated, deceased, or otherwise at risk).
- To investigate and/or corroborate tips and leads.
- To assist in the identification of potential witnesses and/or victims of violent crime.
- To support law enforcement in critical incident responses

Data Security

Clearview uses a variety of technical, physical, and administrative measures to protect all of the information that is processed, whether from users or from the Internet, against unauthorized access, use or disclosure.

Clearview's online platform and the information it processes is secured through a variety of technical measures. These include but are not limited to virtual private cloud technology, intrusion detection tools, firewalls, two-factor authentication for users and employees, vulnerability scanning, scan detection, encryption of data in transit and at rest, remote device management and endpoint protection tools. Clearview has obtained a SOC II security certification, which is the result of an independent, external audit to ensure that the company's cybersecurity and internal controls against unauthorized access to information are consistent with industry standards. Consistent with its SOC II status, Clearview also ensures security through organizational measures. These include, but are not limited to, a variety of internal security policies, such as a "principle of least privilege" policy with regard to access to data as well as security training and background checks for all employees, a bug-bounty program, regular reviews of internal user access privileges, regular penetration testing, and internal code reviews.

Clearview is web-based software and not an application which needs to be downloaded to any City of Aurora computers. As such, the security of the information collected by Clearview is overseen by their security measures noted above. Any records exported by Aurora Police Department members shall be immediately uploaded to the department's record management system (Versadex). Versadex is in compliance and maintained by the City of Aurora's Information Technology section.

Training Procedure

As part of the user onboarding process, Clearview requires users to participate in training programs before they are authorized and granted access to use the technology. Clearview trains administrative users who are appointed by command staff. Once those administrative users are fully trained, they may train additional users within their organization on how to use Clearview. Clearview provides additional training sessions to user agencies upon request.

Clearview training includes coverage of the limitations of Clearview, interpreting results, and the necessity of meaningful human review in interpreting results.

Training will be provided by the Aurora Police Department to all authorized users of facial recognition software/technology. This training will be arranged and documented by the Facial Recognition program administrator and account access will not be created or provided until training has been completed.

Training will cover both the use of facial recognition software/technology and a specific review and acknowledgment of all elements of this policy.

Per Colorado Revised Statute § 24-18-305, the training will at a minimum include:

A. The capabilities and limitations of the facial recognition service;
B. Procedures to interpret and act on the output of the facial recognition service; and
C. To the extent applicable to the deployment context, the meaningful human review requirement for decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals.

The use of each authorized enrollment database will include specific training that includes the following: an authorized user accesses their individual account,

- the authorized user shall enter the required information to support the authorized use of facial recognition satisfying an official law enforcement purpose,
- a lawfully obtained probe image of a subject meeting the required authorized use is uploaded to the system,
- the software automatically compares the probe image to candidate images within the repository,
- results of the comparison are returned and provide a potential investigative lead.

Updated training shall be identified with any policy revisions or updates in facial recognition software.

III. Accuracy and Impact

Testing Procedure

In accordance with Colorado Revised Statute § 24-18-304(4), Clearview AI submitted for testing in the following series of the National Institute of Standards and Technology (NIST) Face Recognition Vendor Test (FRVT) Ongoing:

1:1 Verification:	*https://pages.nist.gov/frvt/html/frvt11.html*
1: N Identification:	*https://pages.nist.gov/frvt/html/frvt1N.html*
Demographic Effects:	*https://pages.nist.gov/frvt/html/frvt_demographics.html*
Paperless:	*https://pages.nist.gov/frvt/html/frvt_paperless_travel.html*

Test Results

Clearview's facial recognition algorithm was submitted to the National Institute of Standardization and Technology (NIST) Face Recognition Vendor Test (FRVT) for 1:1 Verification. In that test, Clearview's facial recognition algorithm ranked No. 1 in the U.S. for its performance in matching VISA Photos (99.81 percent), MUGSHOT Photos (99.76 percent), VISABORDER photos (99.7 percent) and BORDER Photos (99.42 percent), and ranked in top five worldwide in all of these categories out of 650 algorithms.

Detailed statistics on the test results can be found here.

Clearview's technology also performed highly in NIST's one-to-many search test, which is directly pertinent to the manner in which the Clearview App will be used. Clearview's first submission to NIST's FRVT for 1:N Identification ranked #2 worldwide in averaged performance across all categories, making it the highest performing facial recognition vendor in the United States at that time. Detailed statistics on the test results can be found here.

Bias and Inaccuracy

In the NIST Demographic Effects Test, Clearview's facial recognition algorithm achieved greater than 99 percent accuracy across all demographics, with false positive and false negative rates of less than 1% for all groups (see here).

Civil Rights Impact

The Clearview App only searches publicly available online images. It does not search for information that has been restricted by a website from access to the general public. As a result, use of the Clearview App, and its production of images obtained from publicly available information, does not implicate the Fourth Amendment.

Aurora Police Department personnel with access to the Clearview App are required to input a case number and crime type prior to initiating a search, affirmatively representing that the search is conducted for the purpose of investigating a crime that has been committed. As a result, the use of the Clearview App for "fishing expeditions" or monitoring persons engaged in lawful activities is curtailed. Compliance with this requirement will be verified through routine audits of user inputs and system usage.

Usage of the Clearview App by the Aurora Police Department is unlikely to have a negative impact on the civil rights, liberties, privacy, or on marginalized communities of the people of the State of Colorado. Clearview does not authorize agencies to use the appearance of a photo in its search results as admissible evidence. Results are reviewed by trained investigators, who are required to apply their professional expertise to determine whether any candidate represents a possible match. No investigative action may proceed without additional independent evidence, and a possible match may only serve as an investigative lead, comparable to an anonymous tip.

Colorado residents who wish to opt-out of Clearview search results will be able to submit a request via a dedicated webform Clearview maintains for that purpose starting in 2023, further mitigating any potential privacy impact. As noted above, Clearview's algorithm achieved greater than 99% accuracy across all demographic groups on NIST's FRVT Demographic Effects in Face Recognition test program; thus, disparate impact on marginalized communities is likely to be negligible. Lastly, suspects may be exonerated through the use of Clearview's technology, further mitigating any negative civil rights impact, and in such cases, providing a positive impact in protecting and promoting civil rights.[7]

The Aurora Police Department has clear guidelines set forth in Directive 08.32 Biased Based Policing regarding actions against traits involving a particular group.

Public Feedback

The Aurora Police Department will seek approval from the Aurora City Council prior to the implementation and utilization of the Clearview App facial recognition tool. As is required by Colorado Revised Statute § 24-18-302, consideration and the opportunity for public comment will be heard at a Public Safety Committee Meeting, Council Study Session, and Council Regular meeting should the item be moved forward at each meeting respectively.

Public comments and feedback on the use of facial recognition technology can be submitted through an online form available in the Facial Recognition section of the Aurora Police website. All feedback will be reviewed and addressed in accordance with agency procedures.

[7]Clearview facial recognition used to exonerate suspect on trial over traffic fatality. Joel McConvey. *Biometric Update.* Sept. 19, 2022. https://www.biometricupdate.com/202209/clearview-facial-recognition-used-to-exonerate-suspect-on-trial-over-traffic-fatality

GUIDING PRINCIPLES FOR LAW ENFORCEMENT'S USE OF FACIAL RECOGNITION TECHNOLOGY

What is Facial Recognition:

Facial recognition technology automates the process of comparing one photograph to other photographs to find potential matches. Facial recognition is a software application capable of potentially identifying or verifying the identity of a person by analyzing patterns based on a person's facial feature locations and contours and comparing them to those features in other photographs. The primary government applications for facial recognition in the United States are identity verification, security, and law enforcement investigations.

What Facial Recognition is NOT:

The result of facial recognition analysis is NOT a positive identification of an individual. In the law enforcement investigations context, facial recognition is a tool that potentially develops an investigative lead. Once the potential lead has been generated, human intervention is required to determine if the person in a photograph is actually the person whose identity is in question.

Principle One:

It is the responsibility of the user agency to develop appropriate facial recognition technology usage policies in accordance with the applicable laws and policies of the governmental jurisdiction to which the user agency is subject. In response to the expanding use of new and emerging technologies, the International Association of Chief's of Police (IACP) released a Technology Policy Framework to guide the development and support policies that ensure responsible and effective deployment and use of technologies.

Principle Two:

All appropriate use policies must protect the constitutional rights of all persons and should expressly prohibit any use of the technology that would violate an individual's rights under the First and Fourth Amendments.

Principle Three:

The results returned in a facial recognition candidate list are ranked based on computational analysis of the similarity of features. The candidate list may include photos of individuals who may be of a different race, gender, and/or age than the individual in the submitted probe photo.

Principle Four:

The images and information contained in the candidate list are for investigative lead generation purposes only, and are not to be considered as positive identification, or used alone as the basis for any law enforcement action.

Principle Five:

Before access to any facial recognition system is authorized, a law enforcement agency should require individual users to participate in training on how the facial recognition system functions, its limitations, the importance of using high resolution equipment and images, and the interpretation of results, as well as the implementation of and adherence to the agency's facial recognition policy.

To access the IACP Technology Policy Framework, please click on the IACP web link::
https://www.theiacp.org/iacp-technology-center

To access the IACP/IJIS Facial Recognition Use Case Catalog, please click on the IJIS Institute web link:
https://www.ijis.org/news/news.asp?id=439103&terms=%22facial+and+recognition%22

Law Enforcement Imaging Technology Task Force (LEITTF)

A joint effort of the IJIS Institute and the International Association of Chiefs of Police

July 2019

MAJOR CITIES CHIEFS ASSOCIATION

presents

Facial Recognition Technology in Modern Policing

Recommendations and Considerations

2021 Facial Recognition Working Group

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Introduction

The 21st century offers law enforcement an unprecedented opportunity to embrace advanced technologies to keep our communities safe. One of the most valuable of these technologies is facial recognition technology (FRT). FRT has an unprecedented ability to combat criminal activity, identify persons of interest, develop actionable leads, and close cases faster than ever before. Perhaps most importantly, the law enforcement agencies which have embraced this technology have proven its capability of assisting with the ultimate goal of keeping our communities safe.

It is this vision of protecting our communities and preventing future crime that fuels the desire of law enforcement to develop a responsible, appropriate, and effective FRT program. Technology has an ever-increasing impact on our lives. As such, it is critical that law enforcement also have access to and develop programs that leverage these advanced technologies to combat the criminal element. Even more importantly, it is important to recognize the use of such technologies comes with great responsibility.

This product's intent is to assist law enforcement agencies in developing an FRT program that is both effective in its use and responsible in its design. The core principles of such a program are transparency, accountability, and responsibility. Transparency is achieved when the public knows FRT is in use by its police agencies and how it is (and isn't) utilized. Accountability is achieved when the public is aware of its results and impact. The framework outlined in this document will help law enforcement meet the highest standards and achieve its mission of protecting the community while remaining respectful of the individual rights and privacy of the citizens within their respective communities.

There exists great promise for facial recognition technology. This is the primary reason law enforcement is rapidly developing programs that embrace it. Because of the movement towards incorporating the technology into public safety, law enforcement has recognized the need for accountability to the general public, standardized application, and the responsible continued development of policy and practice.

It is important to use this product as a guideline for current best practices in the field. Not every element is necessary for developing a robust program but should be considered to make a program as complete and fitting to the needs of a community as possible. What may work in one community, may not be necessary for another, but this working group recommends considering all options before finalizing an agency's FRT protocols and policies.

To achieve this goal, the Major Cities Chiefs Association (MCCA) assembled representatives of facial recognition programs and agencies nationwide to produce this document. With support from FRT vendors and law enforcement alike, this product is a true partnership. This product represents the working group's recommendations for the procurement, development, operation, and reporting of a well-balanced FRT program.

Much like other powerful technologies, FRT will continue to evolve. This product is intended to provide law enforcement agencies a framework to adapt policies and practices with the evolving technology and will be revisited and updated as needed to appropriately reflect changes in the policing environment.

Executive Summary

In Spring of 2021, the Major Cities Chiefs Association (MCCA) launched an effort to develop a facial recognition technology (FRT) program development guide. This product is intended to be shared with the MCCA's membership to leverage the advanced technology in their crime-fighting efforts. This technology has proven itself to be a powerful tool to combat criminal activity, identify persons of interest, develop actionable leads, and close cases faster.

As more agencies launch FRT programs or acquire software which has FRT capabilities, standard best practices must be discussed regularly in order to ensure this technology is being used with the best intentions which includes the protection of the privacy and civil liberties of citizens. This product discusses many areas of FRT including FRT basics, methodology, program design, program management, qualitative review, and technical evaluation. This document was formulated to discuss all aspects of FRT, yet leaves room for an agency to develop a program which meets its specific needs. Should an agency choose not to utilize all suggestions discussed, it was the intent to also discuss the potential ramifications of omitting certain aspects of FRT best practices.

Stakeholders concerned about FRT generally focus on the following: algorithmic accuracy and bias concerns, threats to privacy (surveillance), chilling effects on first amendment rights, and defendants' rights, or in other words the general lack of disclosure of the use of the technology in their case. It would be irresponsible on the part of law enforcement to ignore these concerns. However, it is our position that all of these can be sufficiently mitigated or eliminated through thoughtful policy, intentional protocols, and responsible program management. While there are documented misuses of FRT results, these would have been avoided had best practices been employed. These cases should serve as a cautionary reference for those wishing to run a successful program. It is important to recognize the overwrought rhetoric and misinformation which is often promoted.

To this end, this report focuses on the building of an FRT program keen on transparency, responsibility, and accountability. Following the recommendations outlined in this product will enhance an agency's ability to straightforwardly address the concerns listed above. Not only does this product serve as a template to design and operate a working FRT program but also serves as a guide to an operational FRT program that is defensible by nature while responsible in its use.

Finally, it should be noted that just like technology itself, the standards surrounding the use of FRT are ever-changing. For this reason, this should be considered more of a living document rather than a finalized product. As the conversation surrounding FRT progresses, so will the guidelines detailed in this product.

Key Recommendations

The widely varying size and scope of MCCA member agencies necessarily requires the key recommendations in this document to be broad in their scope and applicability. Much effort was given to making both the content as a whole and the recommendations below as relevant as possible to all agencies. In general terms, it is the view of the FRT working group that each of the following key recommendations be implemented with the launch of a new FRT program. However, these recommendations are not provided as bright-line requirements for the implementation of FRT at the reader's agency, rather they are meant to serve as important guide posts in any agency's development of a responsible FRT program.

Transparency

- Law enforcement agencies seeking to procure FRT platforms should engage both public and government stakeholders for the purposes of feedback and transparency.
- The documented results of an FRT investigation should be made subject to discovery in the criminal process.
- The eventual outcome of any criminal investigation that utilizes FRT should be captured as part of the agency's data collection process.

Accountability

- Access to an agency's FRT platform should be limited to those members having specialized training in facial identification methods and the application of the technology should be performed by individuals who are not directly involved with a particular investigation.
- Restricting access to an agency's FRT platform to only those members with specialized training in facial identification methods will reduce contextual bias in particular investigations.
- If possible, the application of FRT should be performed by trained individuals who are not directly involved with a particular investigation.
- The identification of a potential lead during an FRT investigation should be documented on a standardized form which requires sufficient detail about the morphological basis of the facial identification process.
- For those agencies wishing to implement the use of FRT, but who are unsure on how to move forward, collaboration with other entities who have already developed robust, responsible programs is recommended.

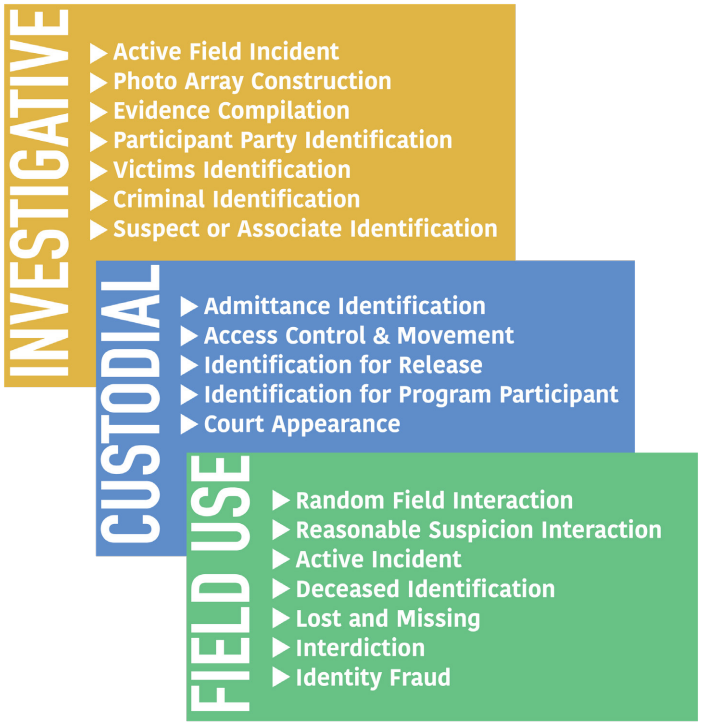
Responsibility

- Careful consideration should be given to the specific and most privacy-conscious approach to what gallery image library is used.
- Agencies should identify an FRT program manager who will be tasked with both the initial deployment and continued oversight and development of the FRT program.
- The results of FRT investigations should be handled as tips/leads only due to the limitations of FRT and the potential consequences of its misuse as outlined in this document.
- FRT examiner training should specifically include familiarization with standardized methods for performing facial identification.
- The initial findings of an FRT investigation should be confirmed by a secondary examiner.

What is Facial Recognition?

What type of program does this product address?

Before we address the recommendations and considerations outlined in this product, we must define the specific type of facial recognition system that is being referenced throughout the majority of this report. There exist three primary applications of FRT platforms: facial verification, field identification, and facial identification. All three applications of FRT serve a purpose and may play a role in law enforcement operations. However, it is the facial identification type of FRT that presently garners widespread public and government concerns. In an effort to lay the foundation of the rest of this document, we must explicitly state the similarities and differences between these three primary applications of FRT.



Facial Verification

This application of FRT employs the use of a computer FRT platform to explicitly confirm a subject's identity. This is the same mode of FRT deployed in many modern-day cellular devices. In law enforcement, this type of FRT can be useful in correctional facilities to grant access to secured areas, confirm inmate identity in a booking or release environment, or confirm identity at border crossings as a few examples.

Field Verification

Field verification is the use of FRT in the field for the purpose of identifying an individual during a live interaction. This mode of FRT is primarily used to attempt to "fill the gaps" in available information such as when a subject lacks formal issued identification or is uncooperative and refuses to give proper identification. This type of FRT can aid in confirming who a subject is claiming to be.

Facial Identification

Facial identification is the most common application of FRT used by law enforcement. It is a direct use of FRT during a law enforcement investigation in which digital imagery of an unknown subject is available. This imagery is uploaded to an FRT platform which has a gallery of previously enrolled images for the specific purpose of identifying unknown subjects. Generally speaking, this is also a two-step process involving a combination of both FRT platform and human involvement with defined roles for both steps of the process.

The first step is the processing of the image through the FRT platform which creates a biometric facial template from the enrolled image and compares it to its gallery of facial templates. The system then returns a list of the enrolled images whose biometric facial template is sufficiently similar to the

submitted probe image's template. The second part of the process, and arguably the most important, involves a trained facial recognition examiner conducting a detailed review of the imagery returned by the system through a manual process of examining the morphological similarities or differences with the unknown subject. The examiner ultimately produces a finding based on the existence of or lack of articulable similarities between a probe and gallery image.

In contrast to the above, there exist FRT platforms that do not require a facial recognition examiner to be involved in the process which simply produces automated findings. These types of systems fail to allow any input or evaluation from an examiner. Although there exist use cases for this type of FRT, this product's recommendations and considerations are not designed for that type of system. Rather, the content found in this product is specific to a two-step FRT program that employs human oversight in the process of facial identification.

Other Uses

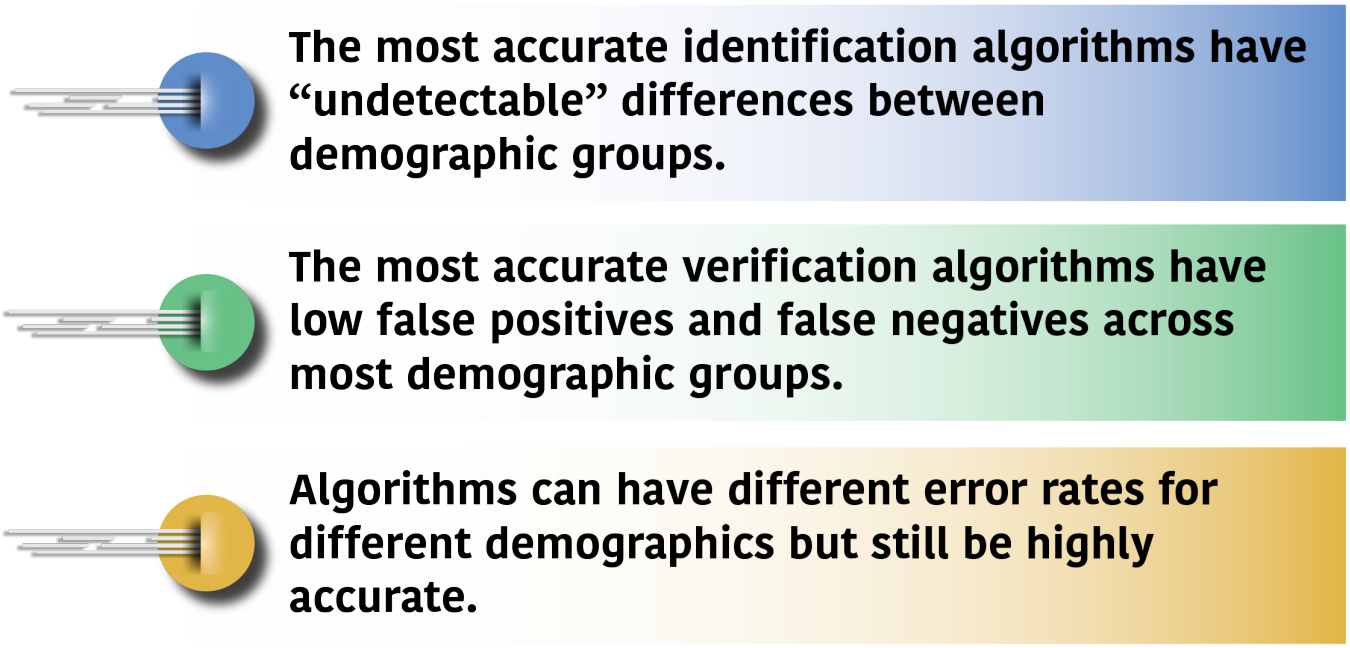
Finally, FRT platforms have the capability of being used as a surveillance tool by identifying persons in real-time using video feeds layered with FRT technology. Known instances of this type of use of FRT can be found in foreign nations and among certain private sector businesses. **MCCA best practices for law enforcement agencies utilizing FRT is to not utilize FRT in this manner except under the most exigent of circumstances or when explicitly permitted under legal authority (e.g., court order).**

Myths and Misconceptions

The above provides a quick snapshot of the real-world uses of facial recognition technology. In contrast, there is a general lack of publicly available information regarding the use of FRT by law enforcement. This has caused popular media to be a primary source for the general public's understanding of FRT. This situation is part of the impetus of this document. Reviewing the widespread myths and misconceptions about FRT in law enforcement is an integral part of any agency understanding the social context the technology currently sits within. At the end of this report in Appendix B, you will find a detailed exploration of many of the common misconceptions about FRT and supporting information to help in the process of educating stakeholders.

In an effort to provide some context on this, we offer the following example. There exists the perception that facial recognition algorithms are inherently biased and perform significantly less reliably among some demographic groups. However, a recent report that analyzed the findings on the National Institute of Standards and Technology (NIST) testing of FRT platforms revealed that: [1]

NIST FRT Algorithm Testing - Findings



1: McLaughlin, Michae; Castro , Michael (2021, September). *The Critics Were Wrong: NIST Data Shows the Best Facial Recognition Algorithms Are Neither Racist Nor Sexist.* ITIF. https://itif.org/publications/2020/01/27/critics-were-wrong-nist-data-shows-best-facial-recognition-algorithms

Methodology

The MCCA Facial Recognition in Modern Policing report serves as a comprehensive document containing recommendations and considerations for the use of FRT. This includes the processes, protocols, procedures, and responsibilities a law enforcement agency should embrace within its use of the valuable technology. This report provides recommended guidelines which are divided into three primary categories including technical considerations, program design, and program management.

Program Design

The Program Design section of this document is intended to provide decision-makers with important guidelines and a road map for designing a responsible FRT program that is both effective in its use, but also mindful of personal privacy and rights of individuals that the program may impact.

Chronological Process

This piece of the report is intended to provide the user an instructional guide on the steps to be taken as well as the correct order in the development of a facial recognition program. The suggestions made can empower a program manager to make responsible decisions in the most appropriate order as an FRT program is being built.

Responsible Procurement

This report will also help guide decision-makers in identifying the most well-respected FRT platforms available to law enforcement. A well-respected FRT platform will be both effective in the algorithmic testing, but also comprehensive in its overall design and supported by responsible ownership. This insight can both help save law enforcement agencies time in determining which FRT programs are available to law enforcement, and which are appropriate to use in terms of their algorithmic capabilities.

SME Training/Development

The third area focuses on a key component of an appropriate facial recognition program: training. Traditionally, law enforcement places great emphasis on the value of best practices training related to all aspects of public safety. Due to the increased concern regarding FRT, a well-designed examiner training and development program is a key piece of the responsible deployment of FRT. There is significant value in developing qualified and expert examiners. This expertise contributes to the quality of FRT investigative findings which ultimately result in increased public safety and confidence in our law enforcement agencies.

Program Management

The Program Management section of this document focuses on the operation and management of an agency's FRT program following the design and launch of the program. Even if an agency carefully considers and implements many of the recommendations in the Program Design portion of this document, each agency's community expectations, environmental challenges, and program management experience will almost certainly require specific adaptations of the recommendations outlined below.

Operational Workflow

The main area of focus in this section is the development of a workflow process related to facial recognition investigations. This piece highlights processes that can be adopted to ensure an organized investigative process which include the investigative request, first and secondary examiner steps, program oversight, and the distribution of findings. Most importantly, the suggested protocols provide a foundation for which an agency can collect comprehensive data points related to their facial recognition program for both operational oversight and reporting purposes.

Program Oversight

One of the essential elements of FRT program management is a carefully crafted oversight strategy. This area addresses program pieces that can be adopted that help both program managers and ultimately, high-level decision-makers evaluate overall FRT program status, value, and impact. It also helps provide the law enforcement agency with statistical reporting figures that allow its use and purpose to be shared with interested parties which may include but are not limited to legislative oversight groups, public oversight committees, and the media in general.

Operational Concerns

Policing agencies that implement an FRT program to improve operational efficiency and outcomes also need to be aware of the legitimate concerns that accompany such an implementation. The use of FRT, the utility of the technology, and the resulting outcomes are of great concern to the general public. A thorough understanding of the concerns of FRT is critical to a responsible program design. More importantly, a program must implement thorough policy and protocol processes that mitigate or eliminate the very real liabilities associated with FRT. This section will address the concerns of FRT and make clear recommendations on how those concerns can be alleviated and or even eliminated through responsible program design.

Technical Evaluation

An important topic covered in this report is a technical evaluation of facial recognition technology. As indicated in the opening of this report, it has become increasingly important to ensure technology adopted by law enforcement meets expectations. More simply stated, the adoption of any new technology requires knowing whether it works and whether it is worth adopting. Another critical question that needs to be answered regarding technical capabilities is if the technology works efficiently enough to ensure the data it provides law enforcement is relevant and accurate. This evaluation is essential in assuring law enforcement and the community alike that the quality of data being produced will contribute to law enforcement's primary goal of keeping our community safe. The technical evaluation in this document is divided into two subtopics.

Program Design

Facial recognition's inherent ability to help identify persons of interest assists law enforcement in solving cases and protecting our communities. However, there are also some real and perceived concerns regarding the use of this emerging technology, and ensuring proper oversight and privacy protection is among the most important. Police agencies have a duty to protect the privacy and civil rights of the community, just as much as it has the responsibility to enforce the law, apprehend criminals, and assist victims. To ensure both objectives are met, it is essential law enforcement agencies take careful steps to develop a facial recognition program that is effective, but appropriate. Taking a thoughtful approach to the application of this technology and design of the program allows for its use in a responsible manner is crucial.

To accomplish this goal, it is recommended that any facial recognition program be mindful of a few key points of interest for both law enforcement and the public alike. Those include proper policies, gallery image sources, controlled access, specialized training, and oversight, each of which are detailed below.

Proper Policies

Ensuring proper policies and procedures are in place for an agency's facial recognition program is critical. FRT policy should direct the purpose, general use, and processes involving facial recognition investigations. These policies will provide the framework by which an agency can simultaneously reap the benefits of the technology and be respectful of the individual privacy and civil rights of the public. Similarly, consistent policies will assist in protecting the integrity of criminal investigations, criminal intelligence, and justice system processes. They should also ensure all deployments of facial recognition will only be for official investigations. Policy and procedure elements should cover the following components:

- Community directed statement on why the agency is establishing an FRT capability
- The purpose of the policy
- General use of the technology
- Clearly defined program oversight roles and responsibilities
- The FRT vendor and system name/type
- Gallery sources
- Who is authorized to access the system
- Any required training for both examiners and officers
- The request and operational and investigative procedures
- The value an investigator should put on a positive FRT finding
- Clear guidance to investigators on being transparent in use and reporting in arrests reports
- Auditing responsibilities

Establishing clearly defined rules and processes on how FRT can be used, how investigations can be conducted, and the value of the findings of an investigation is the best way to minimize the risk of improper use of FRT. These policies should also be made available to the public when required by law or when appropriate.

Self-Restricted Data

Despite the laws in many states permitting the use of public driver's license photos, social media photos, or other publicly available photos for facial recognition gallery use, consideration should be given to the specific and most privacy-conscious approach to what library is used. This could include limiting the facial recognition gallery to photos of persons who have been previously arrested (i.e., mugshots). Although restrictive in nature, this ensures the probe images of suspected criminals are only being compared against images of persons who have previously been involved in criminal investigations in a specific geographic area and whose image has been obtained by law enforcement directly.

Some jurisdictions utilize DMV image databases. In those instances, it is supported by laws that govern the use of such images for FRT. It is also recommended community involvement be a part of that consideration. However, some concerns should be understood before embracing such a strategy. Images collected as a matter of practice in the arrest/booking process may be viewed differently than images in which the subject voluntarily submits to being photographed as a condition of operating a motor vehicle. Second, the inclusion of said galleries can impact the investigative process and place a greater burden on the human review step of the total process due to a larger gallery database.

Specialized Training

One of the primary reasons a two-part FRT examination process is so effective is because of the introduction and role of the trained human examiner. This human element is arguably the most important part of the total process[2]. The value of a technically trained examiner in the practice of facial identification and comparison cannot be overstated. Still, it is similarly important the investigator who is ultimately acting on any intelligence derived from a facial recognition investigation also be appropriately trained. The focus of the recommended training can be broken down into two parts.

"The value of a technically trained examiner in the practice of facial identification and comparison cannot be overstated."

First, it is critical that the examination part of the process is conducted by those who have been specially trained. To be considered an examiner or a subject matter expert in facial recognition technology it is recommended that the examiner complete the following types of training; Many agencies require their examiners to participate in the Federal Bureau of Investigation (FBI) Facial Identification training course.[3] This training focuses on understanding the foundations of facial components, stability of features over time, and other factors such as perspective distortion. It is widely accepted that a morphological analysis approach be used for facial comparison. A morphological analysis is a method of facial comparison in which the features and components of the face are compared. It is based on the evaluation of the correspondence among facial features such as the nose, mouth, ears, eyes, and facial lines and their respective component characteristics. Research has shown that examiners who are trained in the science of face comparison are better at recognizing individuals.

Similarly, it is equally critical that an examiner be trained on, and familiar with, the version of FRT

2: A Government Accountability Office report notes that the process and considerations for face identification are consistent with other forensic identification techniques, specifically latent prints and DNA. (See: Technology Assessment - Forensic Technology – Algorithms Strengthen Forensic Analysis, but Several Factors Can Affect Outcomes, GAO-21-435SP, US Government Accountability Office, July 2021).

3: FISWG, Facial comparison Overview and Methodology Guidelines version 1.0 2019.10.25

software that the agency uses. This training should be supported by vendors and include the operational processes, technical requirements, and a general understanding of how the system functions.

In addition to the initial onboarding training of skills and system familiarity, an examiner should become familiar with all processes and procedures in place for the FRT program. During the onboarding process, it is recommended that examiners in training shadow more experienced FRT examiners to ensure the application and understanding of the skills learned are being executed correctly. Additionally, their work product should be reviewed for accuracy and correct application of the received training. Finally, it is recommended that regular in-house training is completed for skills refreshment, general awareness of FRT case law, and awareness of trends and patterns.

Because examiners using an FRT system can, and often will be, requested to testify in both criminal and civil court cases, expert witness testimony training is also highly recommended. An expert witness is one with expertise in FRT and morphological comparison that far exceeds knowledge levels of a trier of fact. As an expert in FRT, it is important that an examiner be able to effectively communicate findings in a way that courts can best understand and learn strategies for effective direct and cross examination. Expert witness testimony training should also encompass topics that include a general understanding of the court process, roles of prosecutor, defense, jury, and judge and expert witness, as well as the qualification process for expert witnesses.

Additionally, comprehensive training should be provided to any investigator/officer who will be taking any action on the results of facial recognition investigations. Investigators should have a basic understanding of how the system operates, the role of the examiner, and applicable laws and policies that govern the use of FRT in a particular jurisdiction. These key agency members should be aware of the major capabilities and limitations of facial recognition technology broadly as well as the specific implementation of their agency's FRT program. **The limitations of FRT and the potential consequences of its misuse, as outlined in this document, are the main reasons that results of facial recognition examinations should only be used as a tip or lead by investigators.**

Investigators should also understand the importance of documenting the use of FRT technology in case reports as well as the need to disclose its use in applicable arrest documents and the discovery processes.

Limited Access

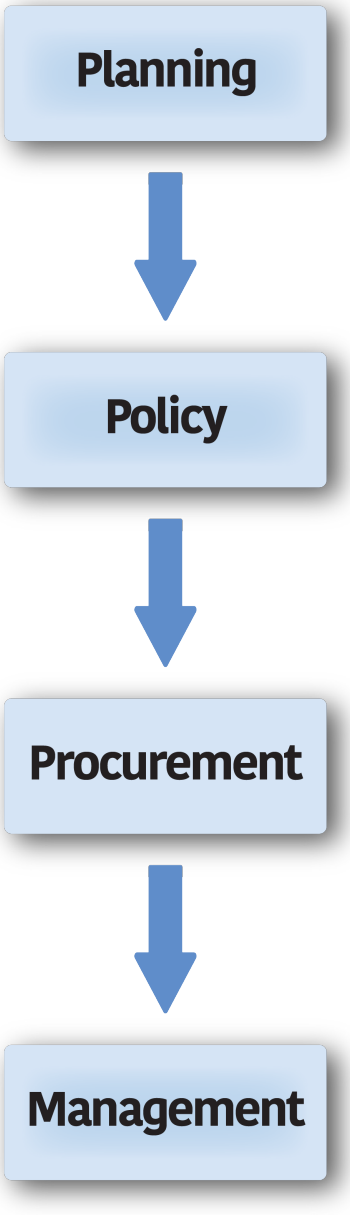
Numerous benefits are gained from the strategic design of centralizing the use and access of FRT to specific entities and restricting access to the technology to only those who have been specially trained in facial recognition. This strategy enhances trust in law enforcement and investigative processes as well as makes the implementation of the other components of a well-balanced program like management, reporting, and responsible use more easily achievable. **Having FRT examiners that are uninvolved with an investigation outside of the FRT component can help ensure FRT findings are consistent with program design and use.** Additionally, it can reduce the concern of investigators becoming overly reliant on the technology.

"Numerous benefits are gained from restricitng access to the technology to only those who have been specially trained in facial recognition."

Another benefit of a centralized program with limited size and access is that the implementation of best practices regarding FRT is more easily achieved. For example, should the vendor release a new version of FRT, only a small group of examiners would require the updated instruction versus training a large group of investigators. An additional benefit is that it streamlines the ability of an agency to collect valuable statistical use. With broad agency access and use, collecting important statistics becomes difficult if not impossible. Furthermore, the management of the program is simplified with a restricted deployment. Ultimately, ensuring processes, protocols, and policies are being strictly followed in a more tightly controlled environment is a goal to strive for.

Program Roadmap

Many aspects of program design have been covered in this section. The following bullet points are presented in a proposed phased order as a basic roadmap for the creation of a new FRT program.



- Establish FRT Goals/Expectations
- Identify Internal Stakeholders
- Engage Private Stakeholders for Feedback
- Identify Acceptable Gallery Sources
- Identify Acceptable Use Cases
- Develop Budget

- Develop Interagency Plan (MOU's) if Applicable
- Integrate Stakeholder Feedback
- Establish Internal Management Personnel
- Define Specific Usage Parameters and Restrictions
- Establish Oversight Measures and Requirements

- Engage with Multiple Vendors in Initial Procurement
- Engage with Client Agencies for Feedback
- Seek input from Citizen/Privacy Advocates
- After Selection of Vendor:
  - Develop Vendor-Specific Training
  - Engage All Stakeholders in "Soft Launch"
  - Monitor Initial Challenges if Any

- Refine/Develop Training, Scale-Up Program
- Finalize Reporting/Auditing Mechanisms
- Implement Continuous Assessment/Management
- Report Successes and Challenges to Stakeholders
- Engage with Partner Agencies Using FRT

Responsible Procurement

When procuring facial recognition technology (FRT) platforms or any other product with privacy and civil liberty implications, law enforcement agencies should seek stakeholder feedback and buy-in during the early stages of the procurement process. Because advanced technology such as FRT may delve into uncharted territory, it is not unreasonable for the public to question law enforcement's intentions and motivations. In January 2020, The New York Times published a piece under the headline, "The Secretive Company That Might End Privacy as We Know It."[4] The article (along with several others published contemporaneously) raised several valid concerns, including but not limited to the following: could rogue officers use the technology to identify and stalk an attractive stranger? Without policies prohibiting such conduct, could law enforcement use the technology to identify organizers of peaceful protests? Could programs that scrape the open web for images contribute to misidentifications? In the absence of model policies for novel or emerging technologies, news and opinion pieces can serve as a starting point in developing policies that address privacy and other concerns surrounding civil liberties. Soliciting stakeholder feedback and early involvement by citizens and privacy advocates at the beginning stages of an FRT program is also crucial.

"Law enforcement agencies should seek FRT software that delivers the most accruate results possible while also being developed by companies whose missions, visions, and values align with their own."

Law enforcement agencies should seek FRT software that delivers the most accurate results possible while also ensuring that the software is developed by companies whose missions, visions, and values align with their own.

Law enforcement agencies should conduct an appropriate degree of market research, which should include a trial of the product and conversations with existing customers to evaluate the product's performance in a real-world setting. While there is a certain degree of calculated risk involved in beginning a trial period before engaging stakeholders for their feedback in policy development and implementation, law enforcement agencies that adopt such an approach will have the ability to highlight initial successes with the technology thereby creating the opportunity to provide tangible examples to their stakeholders of how FRT serves to enhance public safety. Should an agency engage in a pilot program, it is vital to adopt a strict policy on how any information should be used in the course of investigations until a final protocol and all other areas of the program are formalized.

The importance of obtaining stakeholder feedback early in the procurement process cannot be understated. Program managers should make every effort to embrace a spirit of transparency, to accept critical feedback from stakeholders, and to attempt to address concerns concretely. It is sometimes possible to address specific concerns of the public by adopting specific measures in an agency's FRT program policy.

4: Kashmir Hill, "The Secretive Company That Might End Privacy as We Know It," New York Times, January 18, 2020, https://www.nytimes.com/2020/01/18/technology/clearview-privacy-facial-recognition.html

As an example of this type of suggested engagement with interested stakeholders, we offer an example; one major metropolitan police department met with representatives of a civil liberties advocacy organization in which some advocates voiced concerns. With the expressed concerns in mind, the agency incorporated the following into its FRT policy:

- A prohibition on the use of FRT to monitor any person(s) in "real-time"
- A requirement that all FRT leads for a particular case (not just the cases resulting in arrests) be included in official case files and be considered discoverable under applicable rules of evidence
- The inclusion of unambiguous language prohibiting arrests based solely on FRT leads
- An admonishment that end users be aware of the possible existence of algorithmic biases inherent in FRT platforms

Feedback from other stakeholders, such as an agency's procurement department, prosecutor's office, and civilian oversight board (if applicable) are also invaluable. It is also advised to engage with an agency's in-house legal department or corporation counsel on any parameters which need to be considered.

While local procurement ordinances vary across jurisdictions, it is imperative that those ordinances, along with broader guiding principles, are followed when procuring an FRT platform. The National Institute of Governmental Purchasing's (NIGP) Values and Guiding Principles of Public Procurement are one such set of broad principles which should be followed in any procurement process. The Guiding Principles are as follows:

- **Accountability:** Taking ownership and being responsible to all stakeholders for our actions. This value is essential to preserve public trust and protect the public interest.
- **Ethics:** Doing the right thing. This value is essential to deserve the public's trust.
- **Impartiality:** Unbiased decision-making and actions. This value is essential to ensure fairness for the public good.
- **Professionalism:** Upholding high standards of job performance and ethical behavior. This value is essential to balance diverse public interests.
- **Service:** Obligation to assist stakeholders. This value is essential to support the public good.
- **Transparency:** Easily accessible and understandable policies and processes. This value is essential to demonstrate responsible use of public funds.[5]

Obtaining stakeholder feedback and buy-in, conducting diligent market research, adhering to procurement ordinances, along with broader guiding principles and values, and balancing privacy interests with public safety interests will aid law enforcement agencies in the successful procurement of an FRT platform(s).

5: National Institute of Governmental Purchasing: The Institute for Public Procurement. Enduring Beliefs or Ideals Shared by Public Procurement and Stakeholders, Values and Guiding Principles of Public Procurement - https://www.nigp.org/our-profession/values-and-guiding-principles-of-public-procurement

Program Management

We have so far visited several considerations any agency wishing to implement an FRT program should address. The design phase of an FRT program is the essential groundwork necessary to set an agency up for success. However, successful implementation of FRT does not stop at the moment of program launch. Ensuring operational transparency, accountability, and responsibility in the use of the technology requires continuing management and oversight. In this section, we will explore the general workflow of an operational FRT program and several considerations that should be made every step of the way.

Operational Workflow

The operational workflow phases detailed below include a series of elements and considerations which are important to address in the scope of this document. Although the specific structure and size of any agency's FRT program may differ, this section outlines a complete process in a stepwise format that should apply at least in part to any agency's program.

Submission

Submission is the phase of the program where an authorized user has obtained an image of an unknown individual and intends to submit that image for the application of FRT. To support both the overall process of performing an FRT examination and the subsequent auditing and control of the program the following key elements should be implemented in the submission process.

Vendor/Process Isolation

With few exceptions, an agency's access to an FRT is predicated on access to a third-party platform. Most FRT vendors are continuously developing and changing their platforms to meet various customer demands. This can result in widely varying capabilities concerning the capture of the important case and process information. The fast pace of this development thus presents the risk of disrupting an agency's ability to properly manage and audit their FRT programs in the case of over-reliance on a vendor's case management and/or auditing capabilities. Therefore, it is recommended that the FRT program implement solutions for managing the submission of probe imagery and the management of FRT requests/cases outside of the FRT Platform software.

Initial Capture of Case Information

The submission of probe imagery to an FRT program should require sufficient information from the requestor such that the nature and appropriateness of the request can be determined without immediate follow-up. The information required should mirror both the legal and policy stance of the agency concerning FRT.

In addition to allowing the FRT program to determine appropriate use, the initial case information captured will often assist FRT examiners. For example, specific intelligence about the unknown subject may allow an FRT examiner to eliminate or confirm a possible candidate as a potential lead in the case.

Agency members submitting requests should provide adequate contact information such that any follow-up can be completed during the review of the request.

Evaluation

The evaluation phase of the FRT program combines the initial receipt of an FRT request with an overall triaging of the request and probe imagery. The elements of the phase ensure the request adheres to defined protocols and the imagery is appropriate for use on the agency's FRT platform.

Case Review

Any agency members that have been trained and authorized to perform an FRT Examination should be considered subject matter experts in the application of the technology. As such, Case Review is the final phase where the legality and procedural appropriateness of the use of FRT can be ensured.

Imagery Management

Due to the innumerable potential sources of probe imagery, requestors sometimes submit probe imagery in obscure formats or embedded in digital documents and/or video. This is sometimes due to the ability of investigators to access digital devices or having to rely on a multi-step process to obtain and/or isolate imagery or video themselves.

As such, it is incumbent upon FRT examiners to be proficient in the interpretation of various file formats and their use as well as the methods needed to isolate facial probe imagery from whatever file or format submitted.

Imagery Review

Following the isolation and management of FRT probe imagery, the FRT examiner must perform a review of the imagery. This review relies upon the examiner's training in FRT techniques and their familiarity with the FRT vendor's product capabilities to determine an image's viability for use in FRT.

The goal of the image review should be to determine whether the submitted imagery is viable for the application of FRT. This process need not produce an objective measure or value to determine the viability of probe imagery. Some parts of this review are necessarily subjective.

It is recommended that this review process be completed before searching for or obtaining any results from the specific FRT platform. Completing this holistic review of the submitted probe imagery before upload to the FRT platform provides an additional layer of objectivity to the process. Many FRT platforms will return possible results on extremely poor imagery. This can lead to situations where an FRT examiner is presented with possible candidates who can strongly resemble the person pictured in an extremely poor-quality probe image. This resemblance has the potential to create an element of confirmation bias in FRT examiners where the quality of the discrete morphological comparisons in reporting potential leads can suffer.

Once the FRT examiner has determined the imagery is appropriate for FRT, it can then be uploaded into the FRT platform.

Examination

The examination phase of the FRT program is the phase during which the results returned from the specific FRT platform are assessed by the FRT examiner. The steps before this process and those that follow are designed to reduce the overall reliance upon the FRT algorithm in the law enforcement/public safety decision-making process. The goal of the examination phase is to locate a candidate image within the returns from the FRT algorithm which can be adequately confirmed as a potential lead. The consistent application of established facial morphological analysis between the probe image and the returned results is the cornerstone of producing these facial recognition leads.

Performing Initial Search

The search process in most FRT platforms have configuration options that relate to the operation of the platform and the number/type of search results that are returned. These options can limit and/or refine the gallery images that the probe imagery is compared to. The higher number or increasingly specific search parameters that are defined will necessarily limit the size of the search gallery.

The application of specific filters on physical descriptors should be limited to the amount of specificity that is known about the unknown person. For example, age ranges should only be limited by the extremes in age that are apparent in the probe imagery. This will allow the reasonable elimination of persons that the probe imagery is compared to. However, care must be taken when considering the use of metadata (such as age) when the reliability of that data – for both the unknown person and those included in the database – may be questionable. The goal is to reduce the statistical possibility of misidentification while not negatively impacting the possibility for a potential lead.

FRT platforms may provide configuration options related to the number of possible candidates that are returned. This configuration option should be weighted to the highest number to make the comparison of probe imagery to each candidate practicable in terms of time.

Initial Assessment of Candidates

In a review of a pool of possible candidates returned by an FRT platform, a trained FRT examiner will often be able to eliminate some candidates as potential leads immediately. The initial assessment of the pool of candidates should be focused on this "first pass" elimination.

Detailed Comparison

Once the pool of possible candidates has been reduced to those candidates that cannot be quickly eliminated, a detailed comparison should be performed on each remaining candidate. This detailed comparison should involve a systematic one-to-one comparison of the probe imagery to the remaining possible candidates. Most FRT platforms provide digital tools and techniques to assist in this process.

The goal of the detailed comparison is to locate a series of discrete morphological similarities between the probe image and a single candidate image. This set of similarities should be composed of commonly defined elements that are ideally from two or three different portions of the face. As an example, identifying morphological similarities between the nose, ear, and mouth is more desirable than identifying multiple similarities between only the ears of the imagery.

When sufficient detail is present in both the probe image and candidate image such that a morphological similarity can be articulated with specific language, that similarity might be referred to as a "lock." Such "locks" are what is necessary in the human assessment and confirmation of a candidate as a potential lead.

Three possible scenarios exist as an outcome of the detailed comparison step:

- One potential lead
- No potential lead
- Multiple potential leads
  - Although likely extremely rare, the technical possibility of two different individuals presenting sufficient locks with the probe imagery may occur. For the purposes of this document and the considerations presented, this scenario should be treated as a "no potential lead".

Facial Recognition Lead Production

When in the event one potential lead is located in the candidate pool during the detailed comparison, the findings of the detailed comparison should be documented in a standardized form. This form can be produced by the agency or can be a technical tool provided by the FRT platform. The standardization of the lead documentation provides a level of objectivity to the process by defining the level of detail and the specific information that will be provided as a return to the requestor.

Review

Prior to completing the FRT investigation and before returning the findings of the primary FRT examiner, a review process should be implemented by the FRT program. The goal of this review process is to provide an additional level of consistency and control with respect to the application of standardized training practices.

Secondary Review

A secondary review should consist of a separate FRT examiner reviewing the findings of the primary examiner. This can be a review of the facial recognition lead report alone, or a complete secondary search of the probe imagery within the FRT platform. During the secondary review, the reviewing FRT examiner should report either a concurrence with the provided results or rejection of the provided results. The secondary reviewer should be able to provide specific and articulable reasons for not agreeing with the provided results.

The outcome of the secondary review should be documented in the FRT request and subsequently reviewed by program managers. The cause for any lack of concurrence with results should be analyzed by program managers and the circumstances of the disagreement should be reviewed with the primary FRT examiner. The number and nature of FRT investigations with disagreements over the results should be monitored over time.

Management Review

A management review should be implemented on as many FRT investigations as practicable. This review is intended to ensure the proper application of the technology generally as well as adherence to all applicable policies and procedures. The management review should periodically include the auditing of the FRT platform for each reviewed FRT investigation. **This management review should be completed prior to returning results on the FRT investigation.**

Distribution

The results of any application of FRT should be documented and retained for historical reference. This should include those FRT examinations that return no results. The return of facial recognition lead reports to requestors should be standardized and it is suggested to also include the following key pieces of information:

- The agency's stance concerning the use of FRT information.
- Agency policy on disclosure of the use of FRT on arrest documents.
- Any significant applicable laws on FRT.
- Any agency's policy requirements on how investigators are to proceed with the investigation (i.e., not rely strictly on a photo line-up to establish probable cause.)

The distribution phase is also an ideal opportunity to remind investigators that the collection of data related to the results of the investigation after the use of FRT is valuable. As previously mentioned, a comprehensive auditing and reporting process provides a greater foundation for an accurate evaluation of the technology.

Auditing and Reporting

The documentation of an agency's FRT program processes is a critical part of a transparent and accountable FRT program. The existence of an FRT request in a criminal case, the outcome of the subsequent FRT investigation, as well as the eventual use of the findings in the criminal case are the main data points that should be captured.

This documented data ultimately provides a statistical snapshot of the impact the technology has within the greater mission of responding to and preventing crime. **A comprehensive auditing and reporting process provides a foundation for a true evaluation of the technology and how it improves policing outcomes for both the agency and the community.**

FRT data collection serves three primary purposes. First, data collection on every FRT investigation conducted should be made to understand the purpose of the investigation. Second, data collection on the part of an examiner including all important details of the examination phase helps to ensure quality control measures are being met. Finally, a detailed analysis of the data and any metrics designed to measure the data help identify program deficiencies that may include training, timeliness, process hurdles, etc.

This data can and should be converted into measurements that provide clear information on FRT use, investigative results, and compliance with the policy. Similarly, it provides an FRT program an opportunity to share success cases that denote the value of the technology, the contribution of the examiners, and the impact of the technology in the broad crime-fighting mission.

An added benefit of maintaining statistical usage data is that it potentially can identify deficiencies that

need to be addressed. Deficiencies can normally be alleviated through training. However, that need for mitigation may not ever become known without data and metrics that paint a full picture.

Program Oversight

Strong program oversight enhances the ability to develop proper policies, perform relevant training, and ensure responsible use. Established oversight allows an agency to properly manage any existing or emerging operational concerns. Therefore, it is recommended that agencies have a clearly defined program management component of their FRT program.

To ensure the program is operating responsibly, it is the recommendation of this report that a program manager is identified and assigned to operate an FRT program. This individual should be well versed in the use of the technology, have a sound understanding of the analysis of facial identification as a human examiner, and should be empowered to ensure the program is following protocols, policy, applicable law, and the expectations of the agency.

A well-defined program management structure promotes community trust that the regulations, protocols, and policies governing the use of FRT are in place and being followed. Similarly, it provides the community a point of contact to provide feedback, education, and transparency. It also enhances the ability of an agency to work closely with their FRT platform vendor. Even well-defined operational processes and procedures can mean little if there isn't a responsible party who ensures those procedures are being executed in their intended manner.

It is recommended that the program manager collect and report regularly on the use of the technology. A snapshot of a program can provide not just heads of agencies but also concerned members of the public insight into how FRT is being used to affect crime.

A program manager should be expected to stay current on changes and emerging trends of FRT and be expected to ensure that protocols and department policies are current and properly address any changes or advancements in the technology broadly.

A program manager should be expected to ensure the FRT examiners are properly trained. That responsibility may include the initial training of the technology and also in the discipline of facial identification and comparison. A manager should also ensure that regular on-gong training is being fulfilled.

Finally, having a program manager affords both an agency and the FRT vendor a clear point of contact. This can enhance the communication between agency and vendor which is desirable for both parties. On the part of law enforcement, it affords the agency a better opportunity to share with the vendor any challenges that they may experience. For example, an agency may identify an area in the system processes that needs enhancement or possibly identify a deficit in the reporting and auditing capabilities of the system. In both examples, good communication between the agency and vendor would enhance the ability of both parties to resolve any issues that arise and to improve upon the FRT platform.

In conclusion, it is our recommendation that a program manager be an integral part of the program design from the program's inception. Additionally, the program manager should be tasked with ensuring the program strictly follows all policy, protocols, and design pieces that enhance responsibility and accountability.

Operational Concerns

When developing a FRT program, it is imperative that law enforcement agencies consider the legitimate operational concerns that exist with the use of FRT. Some of the concerns when utilizing FRT include threats to privacy, violations of civil rights and personal freedoms, and potential data theft by both authorized and unauthorized users of the platform.

In order to address these concerns, agencies should have policies and safeguards in place to prevent such misuse of the system. Additionally, agencies using FRT should have adequate data storage capabilities and should have clearly established record retention and purging policies with regard to the images stored within the FRT platform.

"The documentation of an agency's FRT program processes is a critical part of a transparent and accountable FRT program."

Another consideration is the challenge of the collection of data that demonstrates the efficacy and or the ultimate results produced from FRT examinations. This is specifically due to the fact the technology is used as an investigative tool and a potential lead may not result in a successful arrest and prosecution of the identified subject. Since it is common for FRT examiners to be removed from the investigation, FRT programs often encounter difficulty in collecting valuable data regarding the final outcomes of the investigations. Highly respected existing FRT programs have countered this concern through data collection starting at the investigative inception. It is suggested that follow-up be made after the results are returned to the investigators to determine case status. **It is advised that an agency put in place a system or process to the extent possible to capture the end results of an investigation that utilized FRT.**

Qualitative Review

In order to support a complete picture of any one product, it can be important to research both past successes of an agency using a prospective FRT product and to analyze the measured impacts and successes of FRT technology broadly. In this section, we explore a specific FRT program and its statistics, as well as highlight some success stories directly attributable to the technology.

Working FRT Program Statistics

The Integrated Justice Information Systems (IJIS) Institute and the International Association of Chiefs of Police (IACP) collaborated to produce a Law Enforcement Facial Recognition Use Case Catalog that lays out 19 common and beneficial use cases of Facial Recognition Technology in Law Enforcement . They also support the use cases with some real-world examples of each. In this section, we supplement this excellent reference with an example of an established (multi-year) program in a major US city that operates in accordance with the processes and policies outlined in this document.

The program is operated by the police department of a large US city and has been operational for several years. The enrollment database used by the department to conduct investigations consists solely of their own booking images so they are high-quality images. The following statistics and examples are from Full-Year 2020:

- Over 1000 facial recognition investigation requests were received by the program and serviced by a dedicated facial recognition team of approximately 20 trained examiners.
- Of the requests received, 49.8% were determined to be suitable for examination: The facial recognition examiners and tools determined that about half of the images submitted were not of sufficient quality to conduct further analysis for a potential lead.
- Of the requests that were processed, 71.7% resulted in a potential lead (or 35.7% of the total submissions): Many of the investigations yielded leads that were pursued in combination with other information and investigative efforts.
- Many Positive Outcomes: Multiple crimes (many serial) were solved across areas including Robbery/ Theft, Larceny, Homicide, Financial/Fraud, Sexual Assault / Trafficking, Drugs and Explosives.
- Zero Wrongfully Arrested: There are no known instances (in 2020 or the history of the department) of individuals being wrongfully accused due to FRT.

Real-World Success Stories

To supplement the technical evaluation, this report also includes use case examples based on success stories. These excerpts are from real law enforcement events involving facial recognition. Collectively, they provide a snapshot of the value of FRT and its positive influence on public safety concerns. Also included is a review of an active agency's FRT program along with a hypothetical comparison of NIST's findings of an FRT program.

Sex Crime - Facial Recognition Request Assists with a Priority Sexual Assault Case: a request was submitted by sex crimes detectives who were on the scene of a sexual assault involving a juvenile victim. Within an hour of receiving the request, facial recognition technology was able to identify a likely candidate of the suspect involved. The information was shared with the lead detectives who were then able to positively identify the subject through additional investigative methods.

Financial Crime - Facial Recognition Helps with a Financial Crimes Investigation: Detectives submitted a

facial recognition investigation request seeking to identify a female responsible for withdrawing money from a victim's bank account at different ATM locations. The investigation led to a potential lead and her identifiers were shared with the investigating detectives. They later confirmed that this female had been involved in several other cases for obtaining money under false pretenses and other financial crimes.

Grand Larceny - Facial Recognition Assists with a Grand Larceny Auto Investigation: Detectives submitted a facial recognition investigation request seeking assistance with the identification of a subject suspected of stealing multiple vehicles from a rental car company. This had been part of an ongoing series with multiple related events. The facial recognition investigation yielded a likely candidate, and this information was given back to the detectives who were able to confirm that the subject identified was the suspect involved.

Counter-Terrorism - Facial Recognition Helps Identify a Person of Interest in Explosive Device Investigation: A request for facial recognition to assist in identifying a person of interest in a case involving a believed explosive device was submitted. Surveillance footage captured an image of a driver of a vehicle who was believed to be responsible. A facial recognition investigation identified a potential lead. Detectives contacted the subject and confirmed the lead was accurate. Detectives obtained additional evidence and probable cause to continue their investigation, leading to an arrest warrant being obtained.

Narcotics - Investigation Helps Identify Drug Suspects Involved in Shooting: Patrol detectives were seeking assistance identifying two suspects who were involved in a drug transaction. Those same suspects were also responsible for firing several shots at a victim. Social media account information was provided to assist with the investigation. Once two potential leads were identified, the subjects' information was relayed back to detectives who confirmed the identity of both subjects.

Robbery - Ending a Violent Robbery Series Using Facial Recognition: Robbery detectives submitted a request to assist with a facial recognition investigation for a suspect responsible for multiple business robberies. On several related events, the suspect would enter the business, batter the clerk, and then take cash out of the register. A potential lead was identified through the investigation and detectives were able to positively identify the suspect via additional investigative means including several victims who all identified the same suspect through a photo lineup.

Homicide - Facial Recognition Technology Helped with a Homicide Investigation: Detectives requested a facial recognition investigation for a violent assault/battery incident. The victim was knocked unconscious during the incident and hospitalized for several weeks with a brain injury. Later, he died as a result of those injuries. The facial recognition investigation assisted detectives with the suspect's identity. The suspect was arrested on the appropriate charges.

Technical Evaluation

As noted above, facial recognition may be used in different scenarios. It may be used to search a database to generate a lead, or it may be used to verify the identity of a user before granting a privilege, such as unlocking a mobile phone or allowing a border crossing. How well a given facial recognition algorithm works in verification is easier to understand than in the search scenario even though law enforcement overwhelmingly uses search more than verification. To further enhance the evaluation of FRT technology in real-world scenarios, a qualitative review is also presented which focuses on use cases and statistical impacts.

Algorithm Evaluation

At the heart of any FRT platform is the underlying algorithm used to perform both analysis and comparison of digital face imagery. Generally speaking, any computer program which is designed to solve a problem based on its inputs is an algorithm. The code written in Microsoft Excel which sorts an arbitrary list of numbers is an algorithm. The computer routine in our smartphones that decides the best route to a destination is an algorithm.

Most algorithms can be assessed against a provable successful output; such is the case with sorting where the "quality" of the algorithm comes down to the speed at which it can perform the sort. This is because the output of a sorting algorithm can be easily checked for accuracy. Other algorithms, such as an algorithm routing a road trip to a list of destinations cannot be easily checked for optimal solutions, therefore the "quality" of these algorithms must be assessed over both the speed and the quality of the outputs of the algorithm.

In the case of facial recognition algorithms, the size of the image galleries and the utilization of one probe image in most cases rarely causes the duration of the algorithm to be a factor. Hence, assessing the quality of an FRT algorithm necessarily involves analyzing the accuracy of the output of the algorithm. In this section, the various use cases of FRT algorithms and how the accuracy can be assessed are explored.

Accuracy of Verification Algorithms

In a phone unlock verification case, there are only two possible inputs – either the owner of the device is trying to get in, or an imposter is trying to get in. The system works "perfectly" if the owner always gets in and all imposters are kept out. The attached diagram depicts the range of outcomes.

	System 'says'	
Ground Truth	**Owner**	**Imposter**
Owner ("Match")	**UNLOCKS (True Positive)**	**DOES NOT UNLOCK (False Negative)**
Imposter ("No Match")	**UNLOCKS (False Positive)**	**DOES NOT UNLOCK (True Negative)**

In a facial recognition verification use case like this, the system acquires a "live" facial image, extracts a template from that image, and compares it against a facial template stored on the device. If the match score exceeds an established threshold value, the system will unlock the phone because a "match" has occurred. If the match score does not exceed the threshold score, the request to unlock is rejected. The system is making a "decision" based on a comparison of the threshold score with the score generated by the live image versus the template.

Although the template stored on the phone is fixed, the "live" face image will change from an attempt to attempt, due to changes in pose, illumination, and expression. The threshold score is a critical aspect of this process – if the threshold is set too low, then there is a better chance that an imposter can unlock a phone, but if the threshold is too high, an owner might not be able to get into their phone, because the system cannot accommodate normal changes in the face. Therefore, mobile phone security settings are likely to incorporate lower thresholds than other security systems, such as in a border crossing, because phone sellers don't want customers to get frustrated with overzealous security settings.

How does a threshold get determined and what does that mean for accuracy? Facial recognition algorithm developers rely upon "match score distributions" to help identify threshold scores. A match score distribution allows one to plot the match scores generated for a large number of true matches and non-matches. In a "perfect" system, all true matches would generate scores above all non-match scores. Refer to Figure #1 below. In this case, a threshold score could be set at a value in between the non-match (red) and true match (green) scores and accuracy would be perfect. Every true match would be declared a "match" and every non-match would be declared a "non-match." Numerically, we would describe the "true match" accuracy rate as 100%, with a false match rate of 0%. "False Match" and "False Positive" represent the same thing.

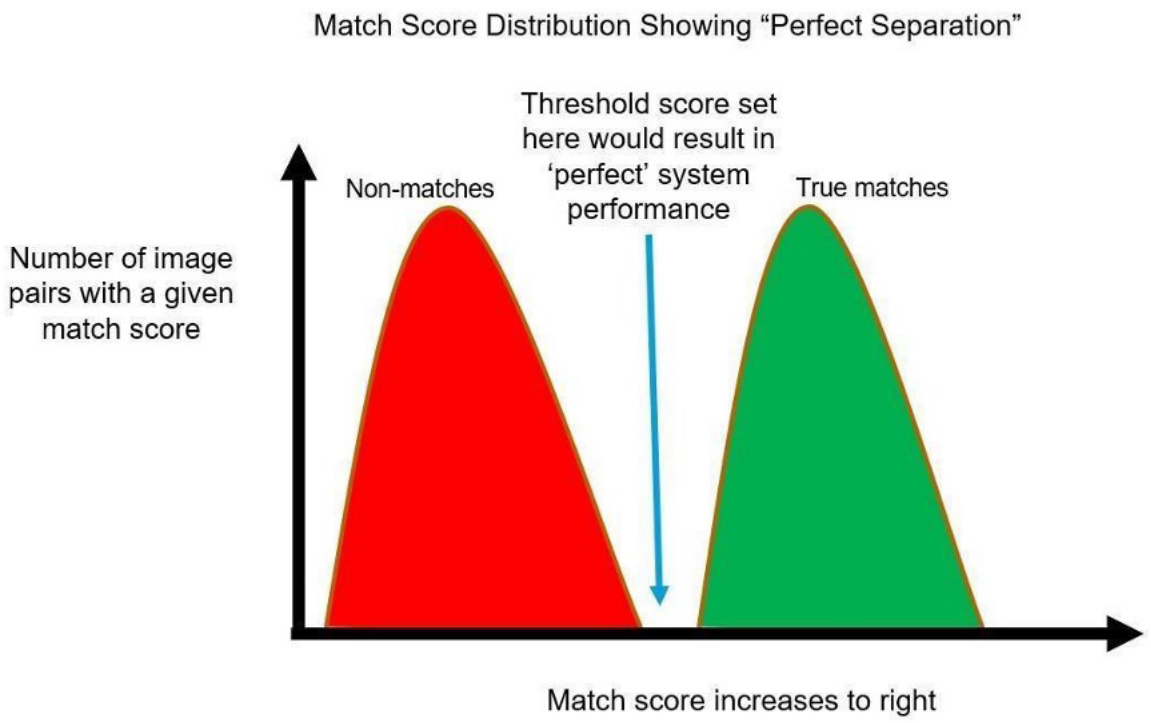


Figure #1

In reality, no biometric system is this perfect. Changes in pose, illumination, and expression, among other factors, can reduce the match score generated for a true match pair, while twins and other "look-alikes" can lead to non-match pairs with high scores, as depicted in Figure #2 below.

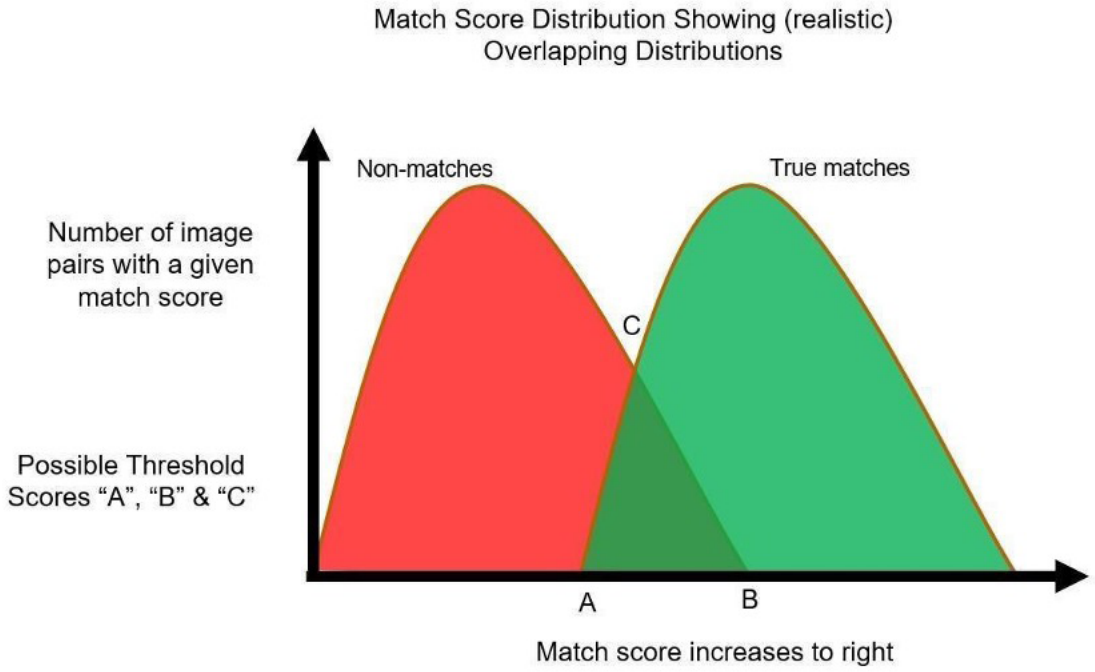


Figure #2

With a match score distribution as depicted in Figure #2, different thresholds will lead to different outcomes. If the threshold score is set at "A," then all true matches will be declared as such. In the mobile phone example, the user would always get in, but at the risk that others could also get in – and that would be declared a "false match." If we were to determine that the total number of non-matches (red) represented above score "A" is about 20% of the total number of true matches (green), then for any given comparison that resulted in a score above "A", the distribution implies that an imposter might get in once every five comparisons.

If the threshold score were set at "B," then the user could have some assurance that no one else could get into their phone, but the owner might be rejected more often than is desired – approximately 40% of the time if you throw out all true match pairs represented to the left of "B."

The threshold score "C" represents a score that occurs just as often for matches as it does for non-matches. According to this distribution, either decision – "match" or "non-match" is just as likely to be correct for that specific score.

The match score distribution in Figure #2 is closer to reflecting the real-world scenario for most biometric algorithms today than the "perfect" distribution in Figure #1. As the score increases from position "C", the probability increases that a given pair of images is an actual match, while below that score it is more likely to be a non-match.

In order to provide an "apples-to-apples" comparison of the accuracy of different algorithms, it is common practice to report the percentage of true matches that are missed (the "False Non-Match Rate" or FNMR) for all scores at or above the score above which a false match has a fixed rate. At the time of this writing, according to the NIST FRVT website, the very best algorithm for 1:1 verification had an FNMR of 0.0022 (22-in-10,000) using a threshold set for a False Match Rate (FMR) of 1-in-100,000. In terms of "hits", this would mean the algorithm had a true match rate of 99.78%.

Prior to 2018, NIST frequently used a fixed false match rate of 1-in-1,000 to define the threshold score for a given algorithm. The reduction of fixed false match rate to 1-in-100,000 (or sometimes 1-in-a-million) is an indication of how good the algorithms have become.

Accuracy of 1:N Search Algorithms

The primary law enforcement use of facial recognition is not for verification, but lead development through 1-to-many (1:N) searches. When a probe is searched against a gallery using a facial recognition system, the system returns a list of the highest-scoring candidates, which are then reviewed by trained personnel to see if a viable lead is present. The "decision" of whether a viable lead has been identified is not made by the algorithm, but by the reviewer. In other words, the system is not declaring a "match" so there can be no "false match" that would otherwise be wholly attributed to the system.

Technical Considerations

Assessing the Efficacy of Facial Recognition Platforms

The Face Recognition Vendor Test (FRTV) program run by the National Institute of Standards and Technology (NIST) is currently the only publicly available option where products may be voluntarily submitted for accuracy characterization. This is an excellent reference and resource; however, some interpolation is required to map their published results to law enforcement use cases and conditions.

Generally, there are two major aspects associated with assessing the efficacy of a particular product: Accuracy and Demographic Bias.

Accuracy

NIST's Facial Recognition Vendor Test program assesses voluntarily submitted algorithms for Identification (1:N) accuracy in various combinations of image types; however, they do not have a test series that assesses algorithms with the lowest quality probe input images (e.g.,'wild'images in their terminology are the lowest quality images) which are typically more challenging. The typical usage for law enforcement involves probe images that are not posed (e.g., sourced from video surveillance cameras, smartphones, etc.) being searched against an enrollment database that is composed of high quality, posed images (e.g., booking photos). The closest approximation to this in the 1:N NIST test results is believed to be input images sourced from the 'webcam' case which is the lowest quality image used. The verification tests (1:1) results produced by NIST do include a test case against 'wild' images so these results also provide an indication of a product's performance; however, the wild images may not be curated in a way that allows for accurate testing of demographic variation.

The typical concern with face identification accuracy is a false positive identification (incorrectly matching a probe image with an entry in the enrollment database). As explained above, there is a tradeoff between the minimization of false positives and false negatives (failing to match a probe image with an entry in the enrollment database). Increased accuracy of one results in diminished accuracy of the other. In their testing, NIST holds the maximum false positive rate constant (typically fractions of a percent but this threshold varies across different test cases) and reports the false negative rate that results from those conditions. The better performing algorithms generate low false negatives while still operating at or below the prescribed false positive rate. In general, the highest quality products (upper 25%) are exceptionally accurate in that they produce fractions to up to only 2-3 percentage points of false negatives depending upon the test configuration while maintaining a false positive rate in the fractions of a percent.

According to a report[6] that assessed the accuracy of humans of different training and innate talents, the accuracy of quality FRT products exceeds that of humans; however, process and human analysis is very important to the overall outcome. The report further found that the most accurate result (100% in their test case) was achieved through the combination of a trained human examiner supported by FRT technology which is better than the technology or humans individually could achieve.

Demographic Bias

This relates to inconsistency of product's accuracy across images of individuals of different race, gender and/or ethnicity. This was a pronounced problem years ago, but once it was identified, there has been considerable technical progress in improving this condition. NIST published a specific analysis of product sensitivity to demographic effects that found very small to undetectable differences in result accuracy due to demographic effects for high performing products. The Information Technology & Innovation Foundation, among others, analyzed the results and concluded the following :

- The most accurate identification algorithms have "undetectable" differences between demographic groups
- The most accurate verification algorithms have low false positives and false negatives across most demographic groups

6: Proceedings of the National Academy of Sciences. (2021, September). Face recognition accuracy of forensic examiners, superrecognizers, and face recognition algorithms. https://www.pnas.org/content/115/24/6171

- Algorithms can have different error rates for different demographics and still be highly accurate

An important consideration in facial identification is the enrollment database itself. In principle, the database can be composed of anything that the agency is authorized to collect that provides a useful backdrop for its identification use cases. Variables associated with the enrollment database that may influence the program include:

- **Size:** The number of enrolled images may have implications on the sheer accuracy of the search results and/or performance (processing time). These effects are not significant with reasonably sized databases and are largely insignificant for most applications, but this may provide an important assessment criterion of technology partners.
- **Quality:** Image quality plays an important role in the effectiveness of the tool (as well as the effectiveness of any human analysis). Quality images with structured pose, lighting, and resolution provide the best results and typically this type of image (captured in controlled environments) is what is used by law enforcement.
- **Accuracy:** The correctness and completeness of the metadata attached to images in the enrollment database are essential to ensure proper identification as well as to facilitate match verification via contextual information.
- **Source:** This plays a key role in the aforementioned attributes of size, quality, and accuracy but also is an important component of how the program is perceived relative to privacy and surveillance of society.

The source and composition of the enrollment database is a function of other policy decisions for the program; however, the process described above is independent of that since it is largely founded on human analysis and adjudication.

A technology product plays two important functions in the FRT identification process:

1. It performs the actual FRT search and match assessment through comparison of templates generated from the probe image and all images in the enrollment database.
2. It enforces access control, records all the examination steps for audit, and documents the process to produce the comprehensive facial recognition lead report (output).

As with any outcome that leverages technology, especially for critical applications such as FRT, there must be a trusted partnership between the user and technology provider (a technology provider may be a vendor, another agency, or indigenous).

FRT technology providers should be expected to:

- Ensure that their products are regularly characterized for accuracy under realistic conditions.
  - Submit their products to objective benchmarking and disclose their results. The Face Recognition Vendor Test (FRTV) program run by the National Institute of Standards and Technology (NIST) is currently the only available public option but it requires some interpolation to map their results to law enforcement use cases and conditions. It is important to ensure that the submitted algorithm(s) translate to the product (vs. a specialized implementation that is tuned to a particular case or that may not scale).
  - Agencies may be able to assess the overall accuracy as well as susceptibility to demographic bias themselves through other testing regimens and indeed they should have representative cases (typical probe images and enrollment database) that they can use to assess and continually revalidate providers.
- Be transparent about their product's operation, efficacy under relevant conditions, as well as how they test and continuously improve their products.

- If artificial intelligence and machine learning is the basis of their algorithm, the partner should disclose the source of their training data, their legal entitlement to that data as well as how they continue to curate the training data set.
- Have thoughtful controls built into their products such that users can be authenticated/authorized, users can be properly constrained (aka 'guard rails') in their application of the technology (e.g., not employ it outside of other workflows), and that usage can be audited for compliance with policies.
- Offer comprehensive training on their product that clearly articulates its intended usage as well as any limitations or constraints.
- Demonstrate efficacy and internal processes that ensure responsibility, accountability, and ethics in the contemplation, design, development, cybersecurity, deployment, and support of products that contain sensitive technologies such as FRT and that manage sensitive data.
- Demonstrate a track record of ethical and responsible technology.
- Have methods to systematically obtain feedback and data from the system in operation to assess performance and troubleshoot problems. The partner should have well-defined, privacy-respecting mechanisms and procedures in place leaving all control of any data that is disclosed with the program administrator.

If the product is consumed as-a-service and hosted by a technology provider (vs. an on-prem dedicated deployment), additional considerations apply since in this case the provider stores and processes the enrollment database, as well as any searches, conducted. These considerations include:

- Providers should have the necessary facilities and certifications to process this type of data (e.g., CJIS and FedRAMP compliant data centers and processes).
- Providers should be able to offer a DPIA (Data Privacy Impact Assessment) for their program.
- Providers should have a clear data policy.
- Contractually they should not impose terms that give them entitlement to any agency data (i.e., the agency is the controller of all data that they submit or that is generated on their behalf during processing).

Conclusion

As stated in the introduction, this product has been designed to be continually updated with the best practices, design mechanics, and up-to-date information when needed. From the information provided in this first version of this document, it is clear that facial recognition technology is a complex and ever-evolving tool for law enforcement which must be revisited often to ensure it is being used in a way to assist law enforcement in solving crime, but also protecting the public from misuse and privacy violations.

We are still in the beginning stages of knowing the vast uses and ways to use facial recognition technology to aid in investigations. It is necessary to keep a dialogue going with all various stakeholder groups - law enforcement at the federal, state, and local level, privacy and civil liberty advocates, private sector specialists, and local communities.

While this product exclusively explores the use of two-part verification facial recognition technology for facial identification, some agencies may choose to employ a different model. It is within the right of an agency to employ a FRT program which is most fitting for their needs and the desire of a community, but with any choice there are advantages and disadvantages, and it is suggested that all agencies wishing to deploy any type of facial recognition technology use the tenets discussed in this document to make the best choice for their agency.

For those agencies wishing to implement the use of FRT, but who are unsure on how to move forward, collaboration with other entities who have already developed robust, responsible programs is recommended. The sharing of best practices in crime-fighting technology among law enforcement has a history of beneficial impacts. Law enforcement has an obligation to be good stewards of information and policies and they must be willing to share this with fellow law enforcement agencies wishing to begin using FRT.

Facial recognition technology is being used daily to aid law enforcement in capturing the most violent criminals in our country and bringing closure for victims. It has been proven to be highly successful in solving various types of crimes afflicting our communities when used with the highest degree of responsibility, transparency, and accountable management.

The Major Cities Chiefs Association will continue to monitor this growing and developing technology as well as how it is being used across its member's jurisdictions and release updated versions of this product when appropriate. The MCCA will continue to engage all stakeholders with an interest in this evolving sector and communicate the latest information with its membership for member agencies to adjust their best practices as needed.

Acknowledgements

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Resource Guide and Further Reading

There exists an extensive amount of resources applicable to the content in this product. Some of the most relavant resources for continued reading, research, and application are listed below for convenience.

- Major Cities Chiefs Association - http://www.majorcitieschiefs.com
- National Institute of Standards and Technology (NIST) - Biometrics -https://www.nist.gov/biometrics
- Congressional Research Service - Federal Law Enforcement Use of Facial Recognition Technology (Oct. 27, 2020)- https://crsreports.congress.gov/product/pdf/R/R46586
- Congressional Research Service - Facial Recognition Technology and Law Enforcement: Select Constitutional Considerations (Sept. 24, 2020) - https://crsreports.congress.gov/product/pdf/R/R46541
- ITIF Report - The Critics Were Wrong: NIST Data Shows the Best Facial Recognition Algorithms Are Neither Racist Nor Sexist - https://itif.org/publications/2020/01/27/critics-were-wrong-nist-data-shows-best-facial-recognition-algorithms
- House Judiciary Committee Testimony - Mr. Barry Friedman - Jacob D. Fuchsberg Professor of Law and Faculty Director, Policing Project, New York University School of Law (Jul. 13, 2021) - https://docs.house.gov/meetings/JU/JU08/20210713/113906/HMTG-117-JU08-Wstate-FriedmanB-20210713.pdf

Appendix A

Terminology and Definitions

Algorithm – an algorithm is a set of rules that instruct a computer on how to accomplish a task or solve a problem. A facial recognition algorithm is the software implementation of techniques used to verify or determine an individual's identity by processing a video frame or a digital image in which the individual's face is visible. Typically, the algorithm compares facial features in an image to faces contained within a database or gallery.

Candidate List - in facial identification, a rank-ordered list generated from a facial recognition search. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Examiner - in facial identification, a forensic face examiner is a trained specialist at analyzing images of faces and comparing them for identification purposes to determine if the images are of the same individual.

Facial Identification - (1) the process of determining the identity of an unknown person from a photo database, known as the enrollment database or gallery to answer the question, "Can this unknown person be matched to any image enrolled in the database?" It is often referred to as one-to-many matching (1:N) because it compares a probe image to all images in the enrollment database. (Source: Accuracy and Bias of Face Recognition Technology and Law Enforcement Use: Factual Background, NYU Policing Project, 2021.) (2) the process of searching a probe into a gallery (Source: Face Recognition Vendor Test (FRVT) Part 3 Demographic Effects, NISTIR-8280, by NIST, 2019.)

Facial Recognition - in facial identification: (1) by automated systems, the automated searching of a facial image as a probe in a facial recognition system (one-to-many), typically resulting in a group (candidate list) of facial images being returned to a human operator in ranked order based on system-evaluated similarity; (2) by humans, the mental process by which an observer identifies a person as being one they have seen before. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Facial Verification - (1) the process of authenticating a person's asserted identity by comparing two image templates to answer the question, "Are these two images the same person?" It is also referred to as one-to-one (1:1) matching because a probe image—the image inputted into a face recognition system—is only compared to one other stored image (Source: Accuracy and Bias of Face Recognition Technology and Law Enforcement Use: Factual Background, NYU Policing Project, 2021.) (2) the process of comparing two samples to determine if they belong to the same person or not. (Source: Face Recognition Vendor Test (FRVT) Part 3 Demographic Effects, NISTIR-8280, by NIST, 2019.)

Facial Comparison (in facial identification) - a manual process to identify similarities or dissimilarities between two (or more) facial images or facial image(s) and a live subject for the purpose of determining if they represent the same person or different person. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Facial Identification (FI) - the discipline of image-based comparisons of human facial features. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Facial Recognition (FR) - see face recognition. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Facial Review - in facial identification, an adjudication of a candidate list. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

False Negative - in facial identification, is when the face recognition system fails to match a person's face to an image that is, in fact, contained in a database. In other words, the system will erroneously return zero results in response to a query. Also referred to as 'false non-match'. (Source: Electronic Frontiers Foundation – Face Recognition)

False Positive - in facial identification, is when the face recognition system does match a person's face to an image in a database, but that match is actually incorrect. Also referred to as 'false match'. (Source: Electronic Frontiers Foundation – Face Recognition)

Gallery - in facial identification, an FR system's database, which typically contains all known-person biometric references (samples or templates, or both). Also referred to as 'enrollment database' (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Morphological Analysis - in facial identification, direct comparison of class and individual facial characteristics without explicit measurement. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Probe - in facial identification, a facial image or template searched against the gallery in a facial recognition (FR) system. (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Third-party Imagery - in facial identification, images used in facial recognition (FR), or facial identification (FI) that were not captured by the agency performing the comparison (for example, family snapshots of a missing person). (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Uncontrolled Image or Ad-hoc Image - in facial identification, an image not captured in accordance with facial identification/facial recognition (FI/FR) standards or guidelines (for example, a surveillance image). (Source: Standard Terminology Relating to Forensic Science, ASTM 1732-19, by ASTM International, 2020)

Appendix B

Misconceptions and Reality

Myth:

Most community members oppose law enforcement using facial recognition.

Reality:

Despite how vigorously privacy advocates and other special interest groups have recently opposed FRT, there is little public support for banning or substantially limiting the responsible use of FRT by law enforcement. Polling conducted by NetChoice in 2020 revealed most Americans would prefer state and local governments work with law enforcement to improve the use of facial recognition (83%) rather than banning the technology (17%).

Similar findings were found in 2020, by the polling firm, Schoen Cooperman Research, when they conducted a comprehensive nationwide poll regarding Americans' opinions on FRT. Their survey found that 68% of Americans believe facial recognition can make society safer, 70% feel it is sufficiently accurate in identifying people of all races and ethnicities, and 66% believe law enforcement's use of facial recognition is appropriate.

The PEW Research center also conducted extensive research on the topic in 2019. They found that when the public was asked about their confidence that different entities will use facial recognition tools responsibly, they express much greater trust in law enforcement agencies than in advertisers or technology companies. A majority of U.S. adults (56%) trust law enforcement agencies at least somewhat to use facial recognition technologies responsibly, with 17% indicating that they trust these agencies a great deal to use facial recognition.

By contrast, only around one-third of U.S. adults trust technology companies to use FRT responsibly, and just 18% trust advertisers with these technologies. Trust in law enforcement does vary based on demographic factors such as race, age, and political affiliation. White adults express higher levels of trust in the use of FRT by law enforcement than black adults (43%). Generally, older adults have greater trust in law enforcement's use of FRT than persons who are 18-29 years old.

These findings do not indicate that most community members don't want police leveraging FRT technology to keep their communities safe. It does affirm that there is a need to engage every community in a transparent and intentional way, particularly those that have historically been marginalized or over-policed.

Reference(s):

More Than Half of U.S. Adults Trust Law Enforcement to Use Facial Recognition Responsibly | Pew Research Center
https://www.securityindustry.org/report/u-s-public-opinion-research-on-the-support-of-facial-recognition/
https://netchoice.org/media-press/americans-want-facial-recognition-use-by-law-enforcement-improved-but-not-banned/

Myth:

Many states and local communities are already banning facial recognition from use because of the dangers it poses.

Reality:

Despite the headlines, legislation introduced to ban or significantly limit the use of FRT actually have had very little support. Proposed bills failed to advance, or were completely rejected by legislatures in at least 17 states during the 2020 and 2021 sessions including California, Colorado, Hawaii, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New York, Oregon, South Carolina, and Washington.

Vermont and Virginia are the only states that have banned law enforcement's use of FRT, and in both states, the laws have already resulted in unintended consequences. Haphazard outright bans fail to consider exemptions that allow for the use of other tools that rely on digital face comparison technology not necessarily used to investigate specific suspects. Such tools are critical in child sexual exploitation and human trafficking investigations. Similar tools are used in digital forensics to categorize media and parse digital evidence files. Vermont passed a bill in May, just months after enacting the law, to exempt such software from the ban.

The new Virginia law, which went into effect July 1, 2021, eliminated a regional program in operation since 2017 which was utilized in over 14,000 instances, with no reported misidentifications. Among its many successes, the program is credited with helping to exonerate an innocent man accused of a violent crime in Virginia, identify a veteran posting suicidal messages online, arrest multiple bank robbery suspects, close down an organized identity theft ring, and further numerous investigations into gun trafficking and other violent crimes.

Massachusetts established defined use conditions applicable only to law enforcement, through its police reform measure. While a broad public sector ban was initially considered in Maine, the legislature passed an amended measure in June that allows for law enforcement use under narrow conditions. Washington State's 2020 law establishing conditions for public sector applications of facial recognition went into effect on July 1, 2021.

In March, Utah enacted comprehensive policy safeguards for government applications. The measure, supported both by the Utah Department of Public Safety as well as the American Civil Liberties Union, establishes requirements for public-sector and law enforcement use, including conditions for access to identity records held by the state, and transparency requirements for new public sector applications of facial recognition technology.

At the municipal level, only three localities in the United States enacted broad bans of FRT in 2021: Minneapolis and King County, Washington, passed bans on government use, while the Baltimore City Council recently approved an expansive ban that restricts government, personal, and commercial use.

Reference(s):

Most State Legislatures Have Rejected Bans and Severe Restrictions on Facial Recognition | Security Industry Association
http://www.mainelegislature.org/legis/bills/getPDF.asp?paper=HP1174&item=3&snum=130
https://le.utah.gov/~2021/bills/static/SB0034.html

Myth:

Authorizing the use of FRT is too great a risk as it will likely lead to over-utilization.

Reality:

FRT is often discussed as an all-or-nothing option, with critics calling for increased bans and moratoriums. This narrative fails to consider the opportunities that communities have to leverage this powerful tool to keep people safe and give victims justice, while still adhering to democratic policing principles. Effective policy creation, where both community members and law enforcement collaborate to define program guardrails and best practices can preserve equity for all community members. Mutually beneficial outcomes can still be realized without regarding privacy and public safety as mutually exclusive concepts. Communities have the ability to define program elements such as appropriate use cases, nature of image repository, data governance, information sharing, and minimum standards regarding both the technology adopted and the personnel authorized to use it.

Myth:

Facial recognition violates basic privacy protections and its utilization will lead to mass surveillance initiatives as seen in other countries, infringing upon people's basic right to assemble and exercise their First Amendment rights.

Reality:

FRT in the United States is used primarily as a back-end investigative tool after a crime has already occurred. FRT platforms as used by law enforcement in the United States, are generally not configured to interface with any other systems to perform real-time analysis using live video surveillance, such as security cameras, drone footage, body-worn cameras, in-car-video, or other sources that would potentially enable the real-time tracking of a specific individual via their facial features.

FRT is utilized by law enforcement in a very limited scope, and usually for specific use cases. Most uses of FRT with a nexus to protests or demonstrations involve efforts to identify a specific actor who committed a crime in the presence of others who were demonstrating. Communities can adopt policies, to include restrictions barring FRT from being used to gather intelligence related to First Amendment-protected speech, associations, or activity. Exceptions can be memorialized in policy authorizing the use of FRT if a crime is committed during such activity. Furthermore, the use of FRT can be specifically limited in scope to investigate only a specific criminal actor.

Myth:

The use of FRT has already been the reason numerous people have been unjustly arrested.

Reality:

While the thought of any innocent person being arrested by police is extremely troubling, FRT has actually been linked to very few cases involving the arrest of the wrong subject. Relative to the scope of utilization, these instances can be characterized statistically as extremely rare. Police leaders and subject matter experts with specific knowledge of the events attribute the outcomes in these cases more to flawed human processes, such as insufficient investigative follow-up, as opposed to flawed technology.

The risk of misidentification due to FRT can be effectively mitigated with certain use policies, including a mandated requirement for trained human review, and adopting the stance that FRT findings constitute

solely an investigative lead. Facial recognition findings should always be based on a two-part process involving both the technology and a person. Appropriately implemented, FRT enhances and accelerates human decision-making, but should never replace it.

If an investigator cuts corners, the remedy to such issues is holding them accountable for their actions and omissions if they fail to appropriately corroborate an investigative lead before taking enforcement action. These circumstances can be mitigated by crafting sound policies and effectively training personnel on concepts such as cognitive bias and potential demographic performance variations of FRT platforms. Many agencies declare in both policy, and on their report of investigative findings that the results do not substantiate a positive identification, independently establish probable cause, or otherwise merit the conclusion that a person is guilty of any criminal act.

Unfortunately, there is no identification technology that is absolutely perfect. However, with a tested accurate platform and trained examiner operating within appropriate policies, FRT can serve as a tool of precision that is far better than many alternatives. Due to a host of factors, FRT is expected to be perfect or better than perfect despite it already having an arguably more reliable record than other forms of identifying unknown subjects, especially eyewitness input, such as photo line-ups, suspect "show-ups", and similar unscientific processes.

Founded in 1992, the Innocence Project seeks to exonerate persons wrongly convicted and to reform the criminal justice system to prevent future injustices. Their research substantiates that relying solely on eyewitness identification is the leading cause of wrongful convictions:

Eyewitness misidentification is a consistent and outsized contributor to wrongful convictions. Nationally, 69% of DNA exonerations — 252 out of 367 cases — have involved eyewitness misidentification, making it the leading contributing cause of these wrongful convictions. Further, the National Registry of Exonerations has identified at least 450 non-DNA-based exonerations involving eyewitness misidentification.

It is not that people have ill intentions or are inherently inattentive. Human memory is complex and memories themselves are "fragile." People perceive events from a single perspective and their own recollection of events can be incomplete or mistaken. Furthermore, over time memories usually deteriorate and can even be altered as we attempt to recall things, especially when influenced by new information. Generally, people tend to be even less accurate when attempting to identify members of a race that is different than their own. Excluding FRT as a tool available to law enforcement leaves investigators with limited, unscientific subjective options to make critical decisions such as who should be arrested.

Reference(s):
https://innocenceproject.org/how-eyewitness-misidentification-can-send-innocent-people-to-prison/

Myth:

Facial recognition algorithms have been found to be consistently unreliable and are still too inaccurate to be used by law enforcement. Facial recognition technology consistently misidentifies women and people of color and only exacerbates the constant surveillance and criminalization that marginalized community members already face.

Reality:

There is understandably no greater concern related to law enforcement's utilization of facial recognition than the fear that it may exacerbate historic challenges to social justice or further strain the relationship between marginalized communities and the police officers who serve them. Even if FRT is sufficiently technically proficient, the perception that it is not, especially in the case of communities of color, can erode public trust and undermine police legitimacy.

Therefore, it is imperative that law enforcement strives to be transparent in the adoption of FRT, how it works, and how it will be specifically utilized. The promise of FRT is that it may serve as a tool of precision to home in on a specific suspect, based on a comparative scientific process, rather than conducting blanket sweeps of a geographic area, imposing on persons who are only guilty of wearing the same clothes or fitting the physical description of a suspect, as reported by a victim or witness.

In 2019, a Montgomery County, Maryland bank was robbed. Detectives arrived on scene and collected images of the suspect from the bank's security system. A potential suspect was quickly developed using FRT. Based on the lead, police responded to a location associated with the subject where they observed him outside still wearing the same clothes that he had on during the robbery. Ideally, this is an example of how FRT can serve not only to locate a dangerous subject at large but also to minimize the impact of enforcement efforts on the broader community.

The perception of facial recognition being biased began with early versions of the technology showing inconsistent accuracy rates across different demographics such as age, gender, and skin color. In the past, these inconsistencies stemmed from multiple causes, including a lack of demographically representative data used to train algorithms, cosmetic appearance modifications, and the physics of light reflection which can specifically contribute to technical challenges in detecting skin tone variations in digital images. Today, the general accuracy of facial recognition technology has improved substantially and like most technology, rapidly continues to more so every year.

A 2018 report is often cited as showing a 35% error rate for FRT in the identification of black women. In fact, those researchers tested older "face gender classification technologies" which are not used for identification by law enforcement. FRT compares two or more images for similarities to help identify a specific person based on their unique facial morphological features. By discussing these technologies interchangeably and citing outdated research that doesn't pertain to current FRT, many publications and even media reports have attributed exaggerated rates of racial disparity to FRT that are misleading. A review of impartial sources examining the current state of the science is imperative. The National Institute of Standards and Technology (NIST) is part of the U.S. Department of Commerce and is highly regarded as an authority to provide impartial scientific assessments. NIST has assessed the accuracy of facial recognition algorithms across different demographic groups and continually updates their findings. The most recent update was issued January 19, 2021, and can be accessed via: https://pages.nist.gov/frvt/reports/11/frvt_11_report.pdf

NIST assessed the false-positive and false-negative rates of facial recognition algorithms using various types of digital images. Several key findings include:

- The most accurate of the algorithms tested have such minute differences between racial/demographic groups that they are considered "undetectable."
- Many substantially outperform non-scientific methods of identification traditionally used by law enforcement.
- The most accurate algorithms have low false positives and false negatives across most demographic groups.
- Algorithms can have different error rates for different demographics but still be highly accurate. An algorithm's rate of demographic variance can be dependent upon system thresholds applied by an end-user.
- Lower performing algorithms do show measurable differences in performance, a critical issue that must be addressed through continual accuracy improvements and exclusion from the use by law enforcement.

The Critics Were Wrong: NIST Data Shows the Best Facial Recognition Algorithms Are Neither Racist Nor Sexist | ITIF

The soundest alternative to banning FRT is adopting appropriate regulations mandating that only thoroughly-trained image analysis algorithms, meeting certain accuracy thresholds be utilized by law enforcement and that assessment by independent testers be funded to ensure continuous improvement of the technology so that only the most effective tools are deployed in the field.

Reference(s):

- https://www2.montgomerycountymd.gov/mcgportalapps/Press_Detail_Pol.aspx?Item_ID=31818
- Motorola Solutions, Facial Recognition Technology, Advancing Public Safety Capabilities, 2021
- https://www.securityindustry.org/2021/07/23/what-science-really-says-about-facial-recognition-accuracy-and-bias-concerns/
- https://www.ibia.org/download/datasets/5124/NIST%20Report%20on%20Facial%20Recognition-%20A%20Game%20Changer.pdf
- https://pages.nist.gov/frvt/reports/11/frvt_11_report.pdf
- https://nvlpubs.nist.gov/nistpubs/ir/2019/NIST.IR.8280.pdf#page=6

Myth:

FRT lends itself to use for certain types of offenses more than others, such as crimes where there is a digital image of a suspect e.g., bank robberies, assaults, and theft on public transportation, burglary, identity theft, etc. The utilization of FRT will lead to over-enforcement of these types of crimes because of the increased opportunities available to leverage facial recognition technology's capabilities.

Reality:

While perhaps well-intentioned, assertions of this nature confuse general criminal justice reform initiatives that desire to see fewer people facing penalties for criminal activity, with the functional equivalent of hindering the police so they don't have the capability to investigate and solve more crime. In essence, this concern acknowledges that FRT works, but seeks to limit the frequency that people are arrested and prosecuted for crimes, and therefore introduced into the criminal justice system. Similar flawed logic is offered by suggesting FRT should only be used to investigate the most egregious crimes or in exigent situations.**Myth:**
Mandating that a search warrant be required for law enforcement to utilize FRT is an effective way to allow the technology to be used while maintaining some degree of oversight.

Reality:

Most successful law enforcement facial recognition programs rely, at least in part, on the utilization of arrest photos as an element of the image repository to check probe photos against. Law enforcement agencies or their partners are often not only the originator of the images but the custodian of them. Requiring law enforcement to obtain a search warrant before conducting an FRT query of these images is procedurally ambiguous. In essence, it necessitates that police departments serve search warrants on themselves or partner law enforcement agencies.

This practice is legally unnecessary and likely to hamper collaboration and/or delay critically important investigations, potentially jeopardizing public safety. Additionally, to obtain a search warrant, one must articulate specific things such as:

- A reasonable description of the person or place be searched and the items to be searched for;
- Facts constituting probable cause supporting the issuance of a warrant;
- And and explanation as to how the thing to be searched for constitutes evidence of the commission of the said offense.

The search warrant requirement would impose barriers to law enforcement agencies from accessing records owned by them, that would otherwise be made readily available to most members of the community upon request.

Myth:

Law enforcement's use of FRT will lead to the creation of digital databases that store unique biometric identifying information, which will be vulnerable to data breaches or misuse.

Reality:

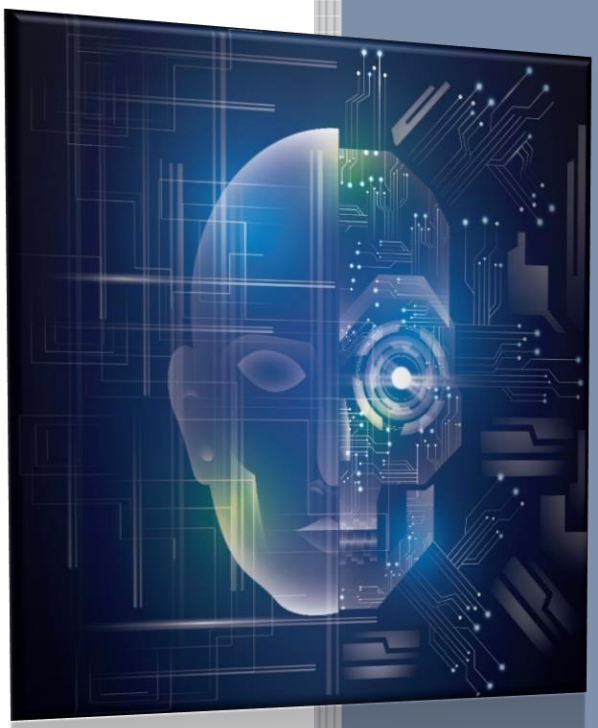
FRT, like any other government database, must rely upon best practices for cyber-security and all users must employ good cyber hygiene to safeguard systems. Most FRT programs do not involve the creation of new stand-alone platforms with unique cyber vulnerabilities. FRT programs are built on existing platforms akin to automated fingerprint systems or other electronic record management systems used by law enforcement.

Specific practices related to data governance, access, retention, and purging procedures are recommended for FRT programs including but not limited to:

- Dedicated role-based oversight of FRT programs to ensure compliance with applicable laws, regulations, standards, and policies related to data governance.
- Identification of an authorizing official to control access to the system and ensure that end-users meet all requirements required by law or articulated in policy prior to being given access.
- Utilizing credentialed, role-based access criteria with least privilege enforcement as appropriate, within all FRT platform access points.
- Ensuring that user accounts and associated authorizations are validated regularly and maintained in a secure "need-to-know" status - deleting any accounts found to be inactive.
- Enforcing the use of multi-factor authentication access controls.
- Ensuring protocols are followed to purge facial recognition data (including probe images) in accordance with an adopted retention policy.
- Conducting and documenting random audits to ensure user compliance and system functionality.
- Maintaining current, supported operating systems and frequently patching systems based on the manufacturer's recommendations to safeguard against new malware, viruses, and other vulnerabilities.
- Suspending or rescinding access if a user is found to be in non-compliance with cyber policies.

IJIS Institute

LAW ENFORCEMENT FACIAL RECOGNITION USE CASE CATALOG



Law Enforcement Imaging Technology Task Force

A joint effort of the IJIS Institute and the International Association of Chiefs of Police

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EXECUTIVE SUMMARY

This Law Enforcement Facial Recognition Use Case Catalog is a joint effort by a Task Force comprised of IJIS Institute and International Association of Chiefs of Police. The document includes a brief description of how facial recognition works, followed by a short explanation of typical system use parameters. The main body of the catalog contains descriptions and examples of known law enforcement facial recognition use cases. A conclusion section completes this catalog, including four recommended actions for law enforcement leaders.

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FOREWARD

Police work is constantly adapting to an ever-changing environment, yet it has always been grounded in one simple, founding principle – to make the world a safer place.

To that end, law enforcement agencies, and other public safety entities must not only stay abreast of the latest tactics and technologies used by criminals, but also deploy every available method to maintain order, thwart wrongdoing, and ensure that those who threaten the peace are held accountable for their actions – all while respecting the rights of those involved.

However, new police technologies and procedures do not automatically coincide with new laws, rules, or policies governing their use. Their initial deployment can sometimes be misunderstood, and, in some cases, technological capabilities in the hands of law enforcement can exceed the public's comfort level. It can take some time before both citizens and the courts widely accept high-tech police tools. Such a learning curve and adjustment period has occurred with everything from issuance of police firearms to traffic radar speed monitoring devices.

What is unknown is often feared – or at least misunderstood – sometimes leading to overreactions and overreaching by policy makers. This response can limit the extraordinary new ways these advances can help ensure public safety.

Today, law enforcement is wrestling with similar issues in the case of facial recognition, which is sometimes referred to as facial analysis or face matching. Facial recognition is a remarkable development that helps law enforcement exonerate the innocent, narrow searches for the guilty, and otherwise maximize limited resources. Simply put, it greatly expedites certain police functions through the rapid comparison of one facial image to many others.

While the term *facial recognition* has become somewhat synonymous in the media and among other stakeholder groups to describe all uses of this technology, such systems used by law enforcement provide recognition of *potential* candidates, not recognition of *exact* matches as the name might insinuate. Law enforcement best practices for all known use cases still requires a human examiner to confirm that one of the computer-provided candidates matches the submitted image. The computer or software system does not make the final decision regarding an exact match when proper police procedures are being followed – a trained person does.

Public safety professionals use facial recognition in various ways to help them discover or find individuals, and to assist with the identification of people. But, because facial recognition uses the very personal and particular attributes within an image of the human face, it has a very private and individual connotation to it. The fact that it can help sort through great volumes of images, and that citizens aren't necessarily aware their own faces are in such comparative databases, only heighten the potential anxiety over the use of facial recognition technologies. These issues, , have created an environment where something as promising as facial recognition has the potential to be viewed as a problem itself, rather than an answer to one.

What appears to be immediately needed is a balanced and well-informed approach to facial recognition by law enforcement, which will help ensure public understanding of the way in which the technology is used by law enforcement, and to what end.

PURPOSE OF THIS CATALOG

The IJIS Institute and the International Association of Chiefs of Police (IACP) are both research entities and policy development bodies, but each has different core memberships. The combination of these two groups into a task force provides a multi-faceted perspective to technology issues. IJIS is a nonprofit alliance of industry representatives, technology developers, practitioners, national associations, and academic organizations, while IACP is comprised largely of justice leaders and law enforcement practitioners, the blend of experience and competencies between these organizations is a desired benefit in this catalog.

With a combined global membership of more than 31,000 , IJIS and IACP together have deep knowledge, academic prowess, and practical experience to investigate emerging issues and technologies. The organizations have created a joint research effort known as the Law Enforcement Imaging Technology Task Force (LEITTF) to review emerging trends and technologies such as facial recognition.

The LEITTF has created this document as a catalog of facial recognition use cases for criminal justice agencies, which includes uses by police officers, sheriff's deputies, investigators, and supporting personnel wherever they exist. This examination of uses covers typical settings wherever law enforcement interacts with persons such as large venues, transportation hubs, correctional facilities, motor vehicle stops, crime scenes, and other everyday situations.

The intention of this effort is to briefly describe facial recognition systems and their parameters, determine the ways in which facial recognition is being used, and, most importantly, to document cases which demonstrate the technology's ability to protect the public. The objective is to empower public safety practitioners and industry innovators to communicate the ability of facial recognition to policy makers and the public, while reducing misunderstanding and minimizing the potential for misuse.

The LEITTF has chosen to catalog and explain facial recognition use cases (as opposed to creating model policy, conducting a scientific analysis, or examining other elements of facial recognition) in order to fulfill an immediate need to improve visibility into how these systems are used. Providing real examples from the field further strengthens the context of facial recognition usage so that those outside of law enforcement can appreciate its necessity. It is hoped such details will help encourage outreach from police to concerned citizen groups and, in general, establish a better understanding of facial recognition. Describing the way in which facial recognition is successfully deployed should increase awareness and alleviate at least some of the public's concerns, and perhaps spur healthy discussion into the benefits of using this technology. As has been proven with every successful deployment of technology and law enforcement effort to combat crime, "you cannot police a community without effectively working with that community."[1]

HOW DOES FACIAL RECOGNITION WORK?

Facial recognition has been in limited use for many years. Recent improvements in system accuracy combined with higher demands for biometric identification capabilities have led to more widespread use in private industry such as corporate settings, with public and law enforcement use lagging slightly behind but certainly on the rise.

A typical facial recognition system uses the layout of a subject's facial features, and their relative distance from one another, for identification comparison against a separate image, or perhaps even against thousands or even millions of separate images in a database or gallery of faces. The subject's facial image attributes are derived from either a still or video image – physical presence is not always required.

Computer algorithms then measure the differences between the face being searched and the enrolled faces in a chosen gallery, such as a government database of images. The smaller the differences between the faces considered, the more likely those faces will be recognized and presented as potential matches. Through statistical analysis of the differences, a facial recognition system can provide a list of candidates from the gallery and rate the most likely matches to the image of the subject's face. Using suggested law enforcement best practices (see Summary Recommendation # 4), a trained face examiner would then make the final selection, potentially determining one of the candidates is very likely a match to the original submission. Of course, some facial recognition searches result in no high-probability match candidates. Even if the computer algorithm does return potential match candidates, it is possible, and, in fact, common, that the trained human examiner does not agree, nor does he or she select any candidate as a likely match.

Perhaps the most important element regarding the use of facial recognition by law enforcement is not within the technology itself, but what follows once the computer has suggested candidates and the human examiner determines a likely match exists in a particular case. It is at this point that the police have a strong clue, and nothing more, which must then be corroborated against other facts and investigative findings before a person can be determined to be the subject whose identity is being sought. Therefore, a candidate match, even after confirmation by a trained user, is, in most jurisdictions, not enough evidence for police to detain or arrest a person. All facts, and the totality of circumstances regarding the investigation or search, should be considered before any action is taken.

[1] William Bratton, former NYPD and Boston Police Commissioner, and LAPD Chief.

Facial Recognition Use Types

Facial recognition technology is broadly used in two different sorts of law enforcement situations:

Identify	It can help **identify** a subject face against a known image. For example, this would help confirm that a person's face matches to the digital image of a face embedded in a document presented to law enforcement, such as a passport. This is sometimes known as **one-to-one analysis**, since facial recognition is being asked to provide guidance on whether one submitted sample image is likely the same person as in another image.
Discovery	Facial recognition technology can also help compare the image of a face to numerous known faces within an array or database. For example, this helps police use technology to suggest if a criminal or terrorist in a surveillance video or still image may match any mug shot photos of people previously arrested or convicted. This function is typically called **discovery** and is sometimes referred to as a **one-to-many analysis** since it seeks to compare one image to multiple other images to find candidates for potential matching.

Facial Recognition System Parameters

There are several elements of a facial recognition system which are somewhat similar to other database-reliant technologies. For instance, digital fingerprint systems retain a repository of collected prints, and in many cases, newly submitted prints are often compared to those in the database to see if there are potential prints which may match the sample. It is also possible to compare one set of collected prints to another collected set or print, such as from a crime scene. Facial recognition is often used in similar ways – comparing one-to-one, or comparing-one-to-many. However, there are several distinct differences. For instance, facial recognition is currently somewhat unregulated by laws, policies, and practices regarding image capture, usage, retention, accuracy, and human oversight.

Also, face images can be collected much more easily than fingerprints, sometimes without the person knowing an image of their face has been captured. Most people that are fingerprinted have either consented to prints being taken or have been arrested and have no choice. Face images are sometimes collected with consent, such as with a driver's license photo, but an extended or implied consent over its future use in a repository is not usually given. In some cases, governments prohibit implied consent or do not allow the agency capturing the original photo to even ask for it.

However, in some regions, consent to capture the photo for one purpose does not always expressly prohibit its use by law enforcement. Therefore, some police agencies may use captured images without a person's implied consent.

These types of image captures, uses, and retentions, and the lack of consistent laws or rules throughout many states, provinces, territories, and countries, have helped cause misunderstandings and some resistance to facial recognition systems.

Facial recognition accuracy is also an unsettled discussion in many regions. This technology is without question much more efficient at scanning through large numbers of photos to find potential candidates than could be scanned by manual human comparison, but there are questions about whether the faster, technological approach can ever be 100% accurate.

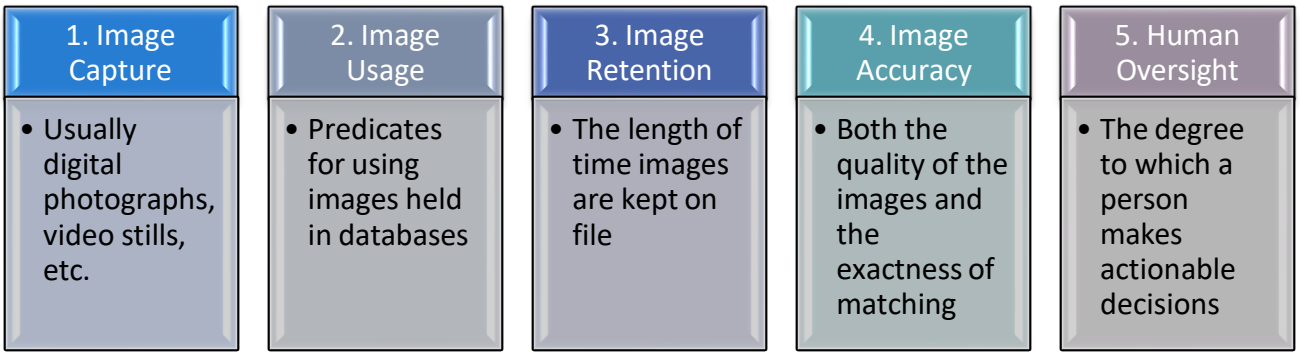
Some facial recognition research, such as the Georgetown Center for Privacy and Technology Report,[2] have widened the gap between supporters and detractors through suggestions that the systems are at least partially biased toward minorities, and because of such inherent risks, should only be used by police to find very serious criminals. Other recent studies, such as the latest reports by Massachusetts Institute of Technology's (MIT) Computer Science and Artificial Intelligence Lab[3] and IBM,[4] each suggest facial recognition bias can be mitigated through improvements in algorithmic structure, more racially inclusive data sets, and broader facial data point collection. Greater overall independent study is needed, and transparency regarding the results will be essential to maintain public confidence in the technology as the science is refined and fear is mitigated.

There are also media and watchdog group assertions that the technology is in some cases being used to single out a person based *only* upon a computer-driven algorithm's decision, without any significant amount of human oversight to the process. Many of these anecdotal complaints involve alleged use cases where denial of entry or services is the result, such as admission to a sports stadium, *not* detention, arrest or formal criminal prosecution. However, any alleged decision by law enforcement personnel reportedly made solely by facial recognition software, no matter how inconsequential the decision may seem, is alarming to some stakeholder groups. Media reports of this alleged facial recognition usage certainly have stirred criticism, which is also to some degree fueled by reported accuracy improvements made by technology providers. Some media reports allege law enforcement agencies are relying on greater system accuracy to select matching candidates, and less on trained facial recognition human examiners. However, police agencies can avoid such criticism by ensuring facial recognition systems are supported by strong policy, training standards, and human oversight, regardless of increasing accuracy, especially when criminal investigations are being conducted or other impactful actions may be taken which affect the public.

[2] Georgetown Law School Center for Privacy and Technology Report, *The Perpetual Line-Up*, October 2016 https://www.perpetuallineup.org/.
[3] Massachusetts Institute of Technology Computer Science and Artificial Intelligence Laboratory Study, *Uncovering and Mitigating Algorithmic Bias Through Learned Latent Structure*, January 2019, http://www.aies-conference.com/wp-content/papers/main/AIES-19_paper_220.pdf.
[4] IBM Corporation, *Diversity in Faces Study*, January 2019, https://www.ibm.com/blogs/research/2019/01/diversity-in-faces/.

Typical Elements of Facial Recognition System Deployments

Facial recognition systems generally involve five significant elements or activities:



These five aspects each have important variables, leading to potentially different best practices, policies, laws, limitations, and concerns depending on the exact use cases.

Here are the five system aspects listed again, with potential questions about usage parameters following each that law enforcement users may be asked and be prepared to answer:

Image Capture	Who captured the image? When was it captured? How was it captured? Why was it captured? Was consent given to capture it?
Image Usage	Who will use the image? When will it be used? How will it be used? Why will it be used? Will consent be given each time it is used?
Image Retention	Who has the right to retain the image? When do they have the right to retain it? How will it be retained? How long will it be retained?
Image Accuracy	Are image quality, capture, and comparison methods standardized? Are both sample and gallery images similarly standardized? Are accuracy errors random or patterned by sex, race, skin color, affliction, style choices, image accuracy, etc.?
Human Oversight	Are trained examiners the ultimate decision makers? Are examiners trained to certain standards? How often?

Some of these questions may each be answered differently, depending on how facial recognition is being used at the moment, and under what pretenses, and by which type of agency. That is why this catalog presents the following actual known law enforcement use cases of facial recognition systems. These use cases should provide context as to why the public's opinion of this technology may be quite different depending on the actual circumstances of its use and may further depend on the timing of such police use within the justice continuum. What is publicly acceptable for law enforcement to use when detaining known criminals or investigating crimes may not be tolerable for those situations where police are conducting broad surveillance, or routinely patrolling neighborhoods. Examination of law enforcement facial recognition uses cases may help both the police and the public come to terms with how this technology is, and should be, deployed.

USE CASES

Police officers are generally very adaptive and ingenious. The nature of protecting the public usually requires quick-thinking, and the use of things which may go beyond their original intended design is sometimes a necessity.

Such is the case with facial recognition, which was originally intended as a specific investigative tool to help narrow the field of suspects down to a manageable amount. However, law enforcement professionals quickly learned to deploy it as a means of exonerating the falsely accused, identifying the mentally ill, helping return children to their parents, and determining the identity of deceased persons, in addition to other innovative uses.

This Task Force found 19 known uses of facial recognition for law enforcement.
These uses involve both overt, and covert, facial image capture and observation techniques.

Law Enforcement Facial Recognition Use Case Categories

The different ways in which this technology is being used generally fit into three different groupings, based upon the activity or required tasks of the law enforcement professional using facial recognition:

1. Field Use
2. Investigative Use
3. Custodial and Supervisory Use

Many of the 19 uses can also be performed with two distinctly different intentions:

- **Discovery** – helping to find one person among many persons
  (One-to-Many Comparison)
- **Identification** – helping to verify one person is in fact the person being helped or sought
  (One-to-One Comparison)

The database of comparative photos use in each use case can also differ. For example, some law enforcement agencies may use images from public sources (such as department of corrections records) to compare with a recently captured image of a suspect. Other police departments may also use, with appropriate legal authority, a privately-owned gallery, such as one maintained by a sports venue security firm, which, for example, may have been created from video surveillance or ticket-use photo identification databases.

Therefore, each use case may have several variables, such as the intended outcome to either *discover* a person, or *identify* a person, plus be conducted using comparison to either public and private sources of photos, or both, and at different points in an investigation or inquiry into a matter brought to the attention of police, Figure 1.

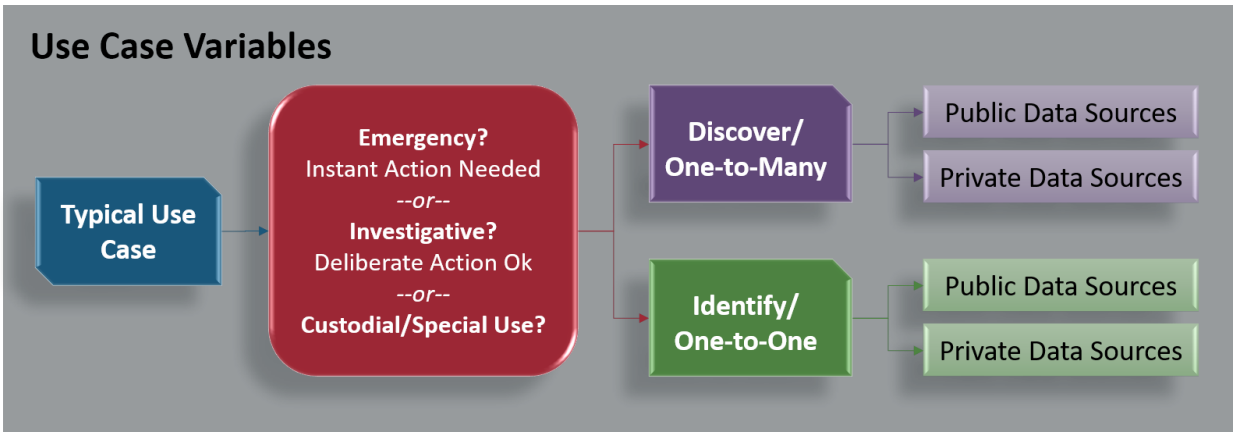


Figure 1

In the following use case descriptions, actual instances or example scenarios follow each use case to further clarify the ways in which facial recognition may be used by law enforcement.

Field Use

The following situations generally occur where an officer uses facial recognition to help positively identify an individual during a face-to-face interaction, or during some other active, uniformed-police response to an incident.

Random Field Interaction

An officer on patrol in the field may be alerted that an individual's image actively captured on an operating in-car or body worn camera may be a possible candidate for a match to a subject in a wanted persons image database.

Example Scenario

Police officers assigned to foot patrol in a business district may be required to operate their body worn cameras during all substantive interactions with the public. During such patrol duties they are often interact with citizens at which time face images captured via activated body worn camera footage may be compared in near real time to a criminal warrants database of fugitive images.

Reasonable Suspicion Interaction

An officer may be alerted to unusual or furtive activity by a person, which presents reasonable suspicion to capture an image of the individual to protect the officer's safety, or to potentially explain the suspicious activity.

Actual Instance - Fugitive Apprehended

In January 2017, an officer assigned to a fugitive task force observed a transient male that matched the description of a known wanted subject. The male was uncooperative and refused to identify himself. The officer captured a photograph of the subject and used facial recognition as one tool to help identify him. The officer then queried NCIC and was informed that the subject had an active felony warrant. He was booked and the case was closed.[5]

Active Incident

During an active criminal situation, video or pictures obtained by officers could be used to potentially help identify individuals and guide active response efforts.

Example Scenario

A situation might occur where a field officer records video of a person's face, such as with an in-car or body worn camera system, and the person then flees the scene of the encounter. Facial recognition could be used to compare the recorded image of the person's face against a database to help determine who the person might be, or why they fled.

Deceased Identification

Deceased individuals can be more quickly identified in the field with facial recognition systems providing possible matched images to a captured imaged of the victim.

Actual Instance - Facial Recognition Used to ID murder victim

Police received a 9-1-1 call of a male subject lying in the street. Officers arrived and located an obviously deceased adult male victim in the roadway. There was evidence of trauma to the victim's body and it would eventually be learned that a homicide had occurred. The victim did not appear to possess any identification and responding detectives were initially unable to identify the subject. A photograph was taken at the crime scene and submitted through a facial recognition program. Within minutes, a candidate photograph was returned, helping to identify the victim as 21-year-old male. This identification was corroborated by other facts obtained in the early stages of the investigation. The speedy identification of the unknown victim in this case was a huge benefit, making it possible for timely notification to the family, and moving the investigation forward towards its eventual resolution through the arrest of two suspects.[6]

[5]Automated Regional Justice Information System, San Diego, California.
[6]Automated Regional Justice Information System, San Diego, California.

Lost & Missing

Lost children or missing adults could be located and identified when encountered by officers during interactions, whereby facial recognition is used to help provide clues to determine identity.

Example Scenario

A situation might occur where a field officer encounters a lost child or disoriented adult and captures an image of the person's face for comparison with a database of lost or missing persons to help identify them.

Interdiction

An individual of interest who is actively avoiding identification can potentially be located at a checkpoint, with facial recognition providing clues for officers to investigate.

Actual Instance - Illegal Alien Attempts Entry

In August 2018, a 26-year-old man traveling from Brazil entered Washington Dulles International Airport and presented agents with a French passport. Agents used facial recognition to compare his passport photo to a database of known images with identities and were alerted that the man's photo might not be a match to his stated identity. The man became nervous when agents referred him for a secondary search. The agents discovered the man's real identification card in his shoe, and it was revealed he hailed from the Republic of Congo. Charges are pending.[7]

Identify Fraud

Incidents often occur where a person presents identification documents to fraudulently obtain access or services, benefits, or credit privileges, and facial recognition can be used to alert officers to possible mismatches.

Actual Instance - Credit Card Fraud

An unknown female pictured in surveillance photos entered a costume store attempting to purchase multiple wigs with a credit card that was stolen from a vehicle earlier in the day. The transactions could not be completed as the cardholder had already canceled the stolen cards. At this time, it is unknown whether the pictured female was also involved in the vehicle trespass. The female was described as having a heavier-set build and dark, shoulder length hair. Checking the surveillance photos against a correctional mug shot database with the agency's facial recognition application revealed the identity of a high-probability candidate, who is now under investigation for use of the stolen credit card.[8]

Actual Instance – Retail Fraud

On March 5, 2018, investigators opened a case involving fraud and the use of counterfeit traveler's checks ranging from $5,000 to $20,000 in multiple jurisdictions. A male and female

[7]United States Customs and Border Protection.
[8]Arapahoe County, Colorado Sheriff's Department.

suspect had opened a membership at a Costco and began using the checks as payment. The investigating agency submitted the new member photos to a facial recognition application and investigators were able to locate candidates in the system and eventually confirm the identities of both suspects. Charges are pending.[9]

Actual Instance - Retail Fraud and Theft

Around April 13, 2018, investigators received an Asset Protection Alert from a local Home Depot not in their jurisdiction. The suspects in these cases have stolen over $5,000.00 in tools from Home Depot stores in nine separate cases and five different stores. The investigator used the agency facial recognition application to compare surveillance photos of the suspect with photos from a correctional mug shot database. The application returned a high-probability candidate now under investigation by Home Depot retail crime investigators and local authorities. Charges are pending.[10]

Actual Instance - Retail Fraud

On June 20, 2018, investigators received a bulletin advising that a suspect has committed two high-dollar thefts at The Home Depot. The suspect was targeting Milwaukee power tools. Total loss for the two cases $1,097.00. Surveillance photographs were entered into the agency's facial recognition application used to search the correctional mug shot database. The application identified two high-probability candidates that additional investigation confirmed were the involved suspects and resulted in recovery of the stolen tools and pending charges.[11]

Investigative

The following use cases generally involve law enforcement using facial recognition technologies to assist in solving crimes, such as use to gather evidence or aid in investigations.

Active Incident

During an active criminal situation, surveillance video can be used to provide images of suspicious persons which may help to identify suspects or witnesses, thereby guiding active response efforts.

Example Scenario

A situation might occur where a terrorist attack is made, and surveillance video of the area prior to the event is obtained. Images of suspicious persons in the video can be entered into other monitoring systems, which can then search for potential matches among other video feeds.

[9]Arapahoe County, Colorado Sheriff's Department.
[10]Arapahoe County, Colorado Sheriff's Department.
[11]Arapahoe County, Colorado Sheriff's Department.

Photo Array Construction

The creation of photo arrays can be automated using an existing suspect photo along with other biometrics information to find similar photos, thereby creating a photo array to be shown to a witness or victim for suspect identification.

Actual Instance - Armed Robbery Suspect Apprehended

An Indiana detective used facial recognition software to help identify a convicted serial robber as the alleged stickup man of a payday loan business. The business' cashiers told police the suspect ran around the counter and flashed a firearm before ordering them to empty two cash registers. Records show that the suspect ordered a cashier to open the store's safe but fled after he noticed a customer walking out of the business on her cellphone. The suspect's face was visible on the store's surveillance footage. Police released footage of the suspect the week after the robbery, but no leads were developed.

A detective then turned to the department's facial recognition software and put a photo of the suspect from the surveillance footage into the system which came up as a possible match. The detective showed the cashiers a photo array, which included the suspect's photo, and they identified him as the robber. The suspect had absconded from parole earlier in Illinois after serving part of a 12-year prison sentence for a string of armed robberies in the northwest Chicago suburbs, according to Illinois Department of Corrections records. He had committed nine robberies over the course of the prior 7 years.[12]

Actual Instance - Sexual Assault Suspect Apprehended

A 15-year old girl was sexually assaulted by an adult male she met online. The girl was only able to provide suspect personal information from his online profile but had also obviously met him in person, so she was familiar with what he looked like in real life and had access to online images of him. Police were able to use facial recognition on one of the digital images, which when compared to DMV photos, provided some candidates from which the girl was able to select a match. Authorities obtained a search warrant for the home of the identified suspect, who later admitted to the crime.[13]

Evidence Compilation

Photos of a known suspect can be used to search across existing traditional photo databases, or even situation-specific databases created from voluntary submissions, surveillance videos, or social media, yielding possible candidates which may match the suspect.

Actual Instance – Jewelry Thief Apprehended Via CrimeStoppers Comparison

On November 3, 2017, an unknown subject was caught on surveillance video at a Jeweler store, taking control over eight gold rings worth $2,000. The Hamilton County Sheriff's Office was asked to assist with the investigation and was in the process of testing its new facial recognition system. Deputies decided to use the jewelry investigation request as a training exercise. They used to publicly-submit CrimeStoppers photos to learn how to analyze the jewelry suspect image

[12]Munster, Indiana Police Department.
[13]Scranton, Pennsylvania Police Department.

to a candidate pool of images and were surprised that after just a dozen or so photos were compared, a strong candidate for a match was found. Detectives took this legitimate lead and started working with investigators from the jurisdiction where the CrimeStoppers submission was made, piecing together the true identity of the suspect. The thief's identity was determined, and he was located and arrested for the jewelry theft, the CrimeStoppers Case and four other outstanding felony warrants.[14]

Actual Instance - Social Media Photo Helps Identify Suspect

A woman was victimized by a stranger whom she met on a dating website. The perpetrator's name and other personal information on his social network page were intentionally deceptive, but the photograph was genuine because his intent was to eventually meet the victim in person. Biometric search of the dating website profile photograph produced a possible match, which after further investigation, led to an arrest.[15]

Actual Instance - Suspect Misidentifies Sex to Avoid Arrest

A police officer used a facial recognition application to help identify a girl who was pretending to be a guy (Justin) instead of a female (Jamie), all to avoid being arrested on a warrant. No record came up on names and DOBs. Field officers used the available facial recognition application by snapping a photo of her in disguise and comparing it to the 4+ million booking photographs in the system. The suspect's FEMALE photograph returned as the #3 candidate. Immediate action on the returned information exposed the disguise and resulted in an arrest.[16]

Actual Instance - Shooting Suspect Identified

On October 17, 2018, a suspect identified by a witness as a tattoo artist and recently-released inmate, known only by the monikers Dough Boy *or* Dough Blow*, shot and seriously injured another person. Using information developed through a bulletin and photos from social media posts made by the suspect, the agency facial recognition application returned a high-probability candidate from a mug shot database. Further investigation revealed a high-probability candidate that the continuing investigation confirmed as the suspect in the shooting. The investigation continues.*[17]

Participant Party Identification

Facial recognition can be used to help confirm a witness, victim, or perpetrator was at a specific crime scene, or associates with a specific suspect or group.

Actual Instance – CCTV Helps Confirm Suspect was at Crime Scene

A crime occurred in view of a local CCTV camera system, and recorded video captured an image of a potential perpetrator's face. Facial recognition was used to compare the image to a photo database, which produced two potential suspects. Further investigation by detectives

[14] Springfield Twp. Police and Hamilton County Sheriff's Office, Ohio.
[15] Safran MorphoTrust Corporation.
[16] Lakewood, Colorado Police Department/Colorado Information Sharing Consortium.
[17] Denver, Colorado Police Department.

in the field helped confirm one of the suspects was at the scene, ultimately leading to his arrest for the crime.[18]

Victims Identification

Facial recognition can assist in potentially identifying victims of crimes, in situations where traditional methods of identification are not available.

Example Scenario

A situation might occur where a victim of a crime appears in a videotape or photograph, such as with a teenager being used in sexually explicit materials, but no report of crime is made to police by the victim or his/her guardians. The image of the victim can be used to search available databases for potentials candidates to be identified.

Criminal Identification

During the monitoring of high risk transit locations, areas of persistent criminal activity or other high-risk locations, images of known wanted persons can be compared against images captured on surveillance video to help locate potential matches.

Example Scenario

A situation might occur where a defiant trespasser or registered sex offender is not allowed on certain public properties, such as playgrounds or schools, because of prior criminal convictions. Facial recognition could be used to monitor surveillance video for potential candidates who might match the identity of the prohibited person.

Suspect or Associate Identification

Facial recognition can be used to acquire images and potentially help identify existing or new subjects of investigations or assist in exoneration of suspects.

Actual Instance - Smart Phone Digital Photo Comparison Exonerates Suspect

A witness in a gang-related assault case provided smartphone photos of the suspects to the detective working the case. One of the photos of a suspect was able to be run using facial recognition software and an investigative lead was developed. Upon further investigation confirmation of the suspect's name was made and during the investigation it was found that the suspect was in jail in another location at the time of the crime. Verification of the suspect was made based on the photo of him and the tattoos on his arm. Apparently, the witness provided an incorrect photo of one of the suspects and the facial recognition system, along with further investigation, saved investigators time, and more importantly, saved the individual from being arrested for a case in which he was not involved.[19]

[18] Safran MorphoTrust Corporation.
[19] United States National Capital Region Facial Analysis Pilot Test Project.

Actual Instance - Homicide Suspect Identified

In April of 2018, Edgewater, Colorado, Police had a shooting death resulting from an attempted random street robbery and at the onset of the investigation had no suspect information or leads. From leads that were eventually put together, police were able to identify a suspect vehicle which was impounded. A receipt to a 7-Eleven was found in the vehicle and grainy footage from the store video system was obtained showing the suspects inside the store approximately one hour after the homicide. Three of the four parties seen in the video were identified by traditional means and subsequently arrested.

A fourth suspect/witness was seen but detectives were unable to identify her. With Wheat Ridge Police help, detectives used a facial recognition program to help identify and locate this female. This person ended up being in the car at the time of the homicide and was able to tell us exactly what happened the night of the homicide, who pulled the trigger and what other roles other people inside the vehicle played.

During subsequent follow up, the suspects made incriminating statements to multiple people on Facebook about the homicide. Detectives used the facial recognition program to help identify pictures of people found on their Facebook profiles since nobody uses their real name.[20]

Actual Instance - Theft Case Solved

An investigator had a theft case where the victim met the suspect for a date. When she went to the restroom, he stole her wallet. The only thing she knew about him was his first name. She had downloaded a picture of him on her phone. The agency's facial recognition application and the statewide mug shot database, identified a high-probability candidate, returning both identity information and extensive arrest information. The detective used the application's photo lineup feature, showed it to the victim and she recognized the identified candidate immediately. Charges are pending.[21]

Actual Instance - Carjacking Suspects Found

Two men attempted a robbery of a woman in the parking lot of a liquor store. The woman bravely fought off attempts to have her wallet and car taken, and the men fled. The store owner provided surveillance video of one of the men, who had entered the store to make a small purchase while stalking the victim. The video provided an image of the suspect, which was compared to a correctional photo database, revealing potential suspect candidates. Further investigation led to the apprehension of both the man in the video and his accomplice brother.[22]

Custodial & Supervisory

The following use cases use facial recognition technologies to potentially identify and track candidates as part of efficiently operating criminal justice system programs.

[20] Edgewater, Colorado Police Department.
[21] Arapahoe County, Colorado Sheriff's Department.
[22] Greenville County, South Carolina Sheriff's Department.

Admittance Identification

Facial recognition can be used to help authenticate the identity of arrested persons being booked into detention.

Example Scenario

A person arrested by a police officer for a crime might refuse to identify themselves. The suspect is often brought to a correctional facility. Booking officers usually obtain a photo upon processing, thereby comparing it to existing photos on file to potentially positively identify the suspect.

Access Control & Movement

Identity verification of inmates or other persons can be aided via facial recognition, helping to control access to certain areas of a detention facility, or assist in confirming identity before receiving medication, privileges, or access to items restricted to other inmates.

Example Scenario

A correctional facility controls access to certain privileged areas and needs to ensure inmates required to present themselves for certain actions are properly identified. Officers can use facial recognition to corroborate with other means of identification, such as ID bracelets, RFID devices, and other biometric indicators.

Identification for Release

Confirming an inmate's identity prior to approved temporary or permanent release can be aided by facial recognition.

Example Scenario

A correctional institution obviously needs to control egress from its facility. Facial recognition can be used to help ensure an inmate presenting him or herself for work furlough, or release at the end of their sentence, is in fact the prisoner which should be allowed to leave the facility.

Identification for Program Participation

Facial recognition can be used to help confirm identity for special program participation, such as parole, probation, or sex offender registry.

Example Scenario

A parole or probation officer may be required to positively identify a person presenting himself for a urine test or mandated parole check-in visit. Facial recognition may be used to help establish a positive identity in concert with other biometric systems or identification processes.

Court Appearances

Identification of a court defendant or witness can be further corroborated using facial recognition.

Example Scenario

A judge may order a defendant appearing before her positively identified, especially in cases of identity fraud, exact twins or undocumented aliens with no official government identification. Court officers could use facial recognition to assist in the positive identity of the person by comparing the person's face with available databases.

CONCLUSION

Technologies like facial recognition systems are essential to help police maintain order in the modern world. However, their success as an effective tool for law enforcement are dependent upon ensuring that they are properly deployed and used. Additionally, law enforcement agencies must work closely with the communities to explain their use, educate the public on the capabilities, and demonstrate how the use of facial recognition technology will benefit public safety.

Recommendation #1: Fully Inform the Public

Law enforcement should endeavor to completely engage in public dialogue regarding purpose-driven facial recognition use, including how it operates, when and how images are taken and retained, and the situations in which it is used.

With facial recognition systems, the most powerful aspect is its use to compare as many images as possible in a short amount of time. It helps automate a laborious manual process to aid in many public safety efforts. Therefore, maximizing lawful and accepted use of images should be paramount, and providing the public with confidence that such capture and comparison are done fairly will ultimately ensure the most successful use of facial recognition.

[23] This idiom is widely attributed to an unknown contributing author of the National Convention Decrees during the French Revolution, May 8, 1793

[24] Sir Robert Peel, British Statesman and founder of the London Metropolitan Police in 1829.

Recommendation #2: Establish Use Parameters

Appropriate system use conditions, even preliminary ones, must be established as soon as possible to engender public confidence it its use and avoid any further proliferation of mistrust.

The use cases within this document demonstrate the varied ways in which this one technology can be deployed into many aspects of public safety. No doubt more uses will arise over time, bringing facial recognition systems to bear against all manner of crime, and on behalf of many victims, just as fingerprinting and DNA matching have done in the past.

The real cases presented are but a small sampling of the numerous success stories, many exonerating the wrongly accused as well as bringing the correct criminal to justice. It is hoped that more cases will be brought to light through enlightening discussions such as those this document attempts to create.

Recommendation #3: Publicize its Effectiveness

All public safety agencies should widely publish facial recognition success stories to heighten overall awareness of its usefulness, especially those cases in which suspects are exonerated, or where facial recognition is used to protect vulnerable persons.

This description of facial recognition systems and the ways in which it is being used by police is a starting point. While it is most often used to apprehend criminals, it is also used to find missing children, identify deceased persons and help prevent the innocent from being accused. Through consideration of the identified issues and these use cases, human reference points will be created so that the technology's interactions with citizens will be less mysterious and more appreciated for the service if provides. It is also hoped that by outlining how it is used throughout law enforcement, it will help stimulate needed conversation, policy creation and baseline training standards that can be tailored to each use within accepted community tolerances.

Recommendation #4: Create Best Practice Principles and Policies

Model law enforcement facial recognition guidance and regulation documents should be immediately established and broadly adopted, to include training benchmarks, privacy standards, human examiner requirements, and anti-bias safeguards.

Initial training and periodic re-training certifications are required as a part of most law enforcement technologies, and facial recognition seems to need such best practice standards to ensure both the courts and the public have a confidence in its consistent, fair use. Only after a broader public and judicial acceptance of facial recognition is created and stabilized can it then realize its full potential in becoming one of the most efficient and amazing law enforcement tools every deployed.

None of this catalog's representations, nor its recommendations will be constants – things change at a record pace these days, and so too must the ways in which we view and regulate ourselves as well as our machines. However, the use cases presented, and the suggestions within this report to improve the standing of facial recognition, should be immediately useful to help get this technology back on a positive trajectory.

The LEITTF believes strongly in facial recognition abilities and reasonable use conditions, and highly recommends enlisting the public more directly to generate wide support for our collective mission – to make the world a safer place.

RESOURCES

For more information about facial recognition technologies and opposition to it:

❖ IACP Technology Policy Framework	https://www.theiacp.org/sites/default/files/all/i-j/IACP%20Technology%20Policy%20Framework%20January%202014%20Final.pdf
❖ City of Palo Alto Surveillance Technology Ordinance	https://www.cityofpaloalto.org/civicax/filebank/documents/66597
❖ U.S. Bureau of Justice Assistance Policy Development Template	https://www.bja.gov/Publications/Face-Recognition-Policy-Development-Template-508-compliant.pdf
❖ Georgetown Center for Privacy & Technology Face Recognition Use Policy	https://www.perpetuallineup.org/appendix/model-police-use-policy
❖ Electronic Frontier Foundation Police Uses of Facial Recognition	https://www.eff.org/wp/law-enforcement-use-face-recognition

❖ Cardiff University Evaluation of Police Facial Recognition Use Cases	https://crimeandsecurity.org/feed/afr
❖ ACLU Report on Test Use of Facial Recognition at U.S. Capitol	https://www.aclu.org/blog/privacy-technology/surveillance-technologies/amazons-face-recognition-falsely-matched-28
❖ Michigan State University Case Study of Facial Recognition Use in Boston Bombing Investigation	http://biometrics.cse.msu.edu/Publications/Face/KlontzJain_CaseStudyUnconstrainedFacialRecognition_BostonMarathonBombimgSuspects.pdf
❖ Draft Facial Recognition Policy (James Medford, USAF Lt. Col. (Ret.)	https://drive.google.com/open?id=1BzKrSo-kLUV8uI88gwUm_1Du3ewePwVZ

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The IJIS Institute thanks the Law Enforcement Imaging Technology Task Force for their work on this document. The IJIS Institute also thanks the many companies who have joined as Members that contribute to the work of the Institute and share in our mission to drive public-sector technology innovation and empower information sharing to promote safer and healthier communities. For more information on the IJIS Institute, visit our website at http://www.ijis.org/.

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About the Law Enforcement Imaging Technology Task Force

The Law Enforcement Imaging Technology Task Force was formed in 2015 as a joint project of the IJIS Institute and the International Association of Chiefs of Police (IACP). This Task Force was created to study new imaging software, devices, and methods as a means of ensuring successful, principled, and sustainable use which is both supported by citizen and aligned with the ultimate mission – to improve public safety.

Federal Law Enforcement Use of Facial Recognition Technology

October 27, 2020

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Federal Law Enforcement Use of Facial Recognition Technology

SUMMARY

Law enforcement agencies' use of facial recognition technology (FRT), while not a new practice, has received increased attention from policymakers and the public. Some of the concerns raised revolve around the accuracy of the technology, including potential race-, gender-, and age-related biases; the process of collecting, retaining, and securing images contained in various facial recognition databases; public notification of the use of facial recognition and other image-capturing technology; and policies or standards governing law enforcement agencies' use of the technology. Some of these concerns have manifested in actions such as federal, state, and city efforts to prohibit or bound law enforcement agencies' use of FRT. In addition, some companies producing facial recognition software have placed new barriers to law enforcement using their technologies.

R46586

October 27, 2020

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FRT is one of several biometric technologies employed by law enforcement agencies, which also include fingerprint, palm print, DNA, and iris scans. FRT can be used by law enforcement for a variety of purposes such as generating investigative leads, identifying victims of crimes, helping sort faces in photos that are part of forensic evidence, and helping verify the identity of inmates before they are released from prison. However, the frequency and extent to which FRT is used at various phases of the criminal justice system is unknown. It is most often discussed by law enforcement officials as being used to help identify suspects.

The Federal Bureau of Investigation (FBI) is a leading federal law enforcement agency in the use of FRT. The bureau operates two programs that support the use of the technology: (1) the Next Generation Identification–Interstate Photo System (NGI-IPS), largely supporting state and local law enforcement; and (2) the Facial Analysis, Comparison, and Evaluation (FACE) Services Unit, supporting FBI investigations. NGI-IPS contains criminal mugshots, and the system allows authorized law enforcement users (primarily state and local) to search the database for potential investigative leads. The FACE Services Unit supports FBI investigations by searching *probe* photos of unknown persons against faces in NGI-IPS and other federal and state facial recognition systems authorized for FBI use. A facial recognition search alone does not provide law enforcement with a positive identification; the results need to be manually reviewed and compared by an officer trained in facial comparison. Further, law enforcement agencies are prohibited from relying solely on the results of a search in NGI-IPS to take a law enforcement action (e.g., making an arrest). The FBI maintains an NGI Policy and Implementation Guide that outlines policies surrounding use of NGI-IPS. Authorized law enforcement users of NGI-IPS are required to follow these policies as well as established standards for performing facial comparison.

While FRT is generally used by law enforcement agencies to help generate potential investigative leads, it is also employed by U.S. border enforcement officials to assist with verifying travelers' identities. The Department of Homeland Security (DHS) and Customs and Border Protection (CBP) use the Traveler Verification Service (TVS). TVS compares the travelers' *live photographs* (taken, for example, by a gate agent) to a gallery of photographs and provides a *match* or *no match* result; a no match results in a manual check by an official to verify a traveler's identity.

Guidelines and recommendations regarding law enforcement use of FRT have been produced by the Facial Identification Scientific Working Group (FISWG). FISWG is one of the various scientific working groups that support the Organization of Scientific Area Committees for Forensic Science (administered by the National Institute of Standards and Technology, which facilitates standards development, including for FRT). FISWG has published a number of FRT-related documents for forensic science practitioners. For instance, they have guidelines and recommendations for establishing and conducting training on facial comparison, guides for capturing facial images that can be used in facial recognition systems, and recommended methods and techniques for using facial recognition systems.

As policymakers consider legislation and oversight on law enforcement agencies' use of FRT, they may evaluate how the accuracy of these systems is defined and assessed by law enforcement; how to support or restrict the technology's use by federal, state, and local law enforcement—and potential implications; and how to balance privacy and security concerns with supporting lawful criminal justice activities.

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Law enforcement agencies' use of facial recognition technology (FRT), while not a new practice, has received increased attention from policymakers and the public. In the course of carrying out their duties, federal law enforcement agencies may use FRT for a variety of purposes. For instance, the Federal Bureau of Investigation (FBI) uses the technology to aid its investigations, and the bureau provides facial recognition assistance to federal, state, local, and tribal law enforcement partners. State, local, and tribal law enforcement have also adopted facial recognition software systems to assist in various phases of investigations. In addition, border officials use facial recognition for identity verification purposes.

The use of FRT by law enforcement agencies has spurred questions on a range of topics. Some primary concerns revolve around the accuracy of the technology, including potential race-, gender-, and age-related biases; the collection, retention, and security of images contained in various facial recognition databases; public notification regarding the use of facial recognition and other image capturing technology; and policies or standards governing law enforcement agencies' use of the technology. Some of these concerns have manifested in actions such as federal, state, and city efforts to prohibit or bound law enforcement agencies' use of FRT.[1] In addition, some companies producing facial recognition software, such as Microsoft, IBM, and Amazon, have enacted new barriers to law enforcement using their technologies.[2]

This report provides an overview of federal law enforcement agencies' use of FRT, including the current status of scientific standards for its use. The report includes a discussion of how FRT may be used by law enforcement agencies with traditional policing missions as well as by those charged with securing the U.S. borders. It also discusses considerations for policymakers debating whether or how to influence federal, state, and local law enforcement agencies' use of FRT.

Conceptualizing Facial Recognition Technology

The term *facial recognition technology* can have different meanings for law enforcement agencies, policymakers, and the public, and the process of using facial recognition in a law enforcement context can involve various technologies and actors. Broadly, as technology experts have noted, "[t]here is no one standard system design for facial recognition systems. Not only do organizations build their systems differently, and for different environments, but they also use different terms to describe how their systems work."[3] The following key terms are provided to help in understanding facial recognition technologies and processes in this report.[4]

Face detection technology determines whether a digital image contains a face.

Facial classification algorithms analyze a face image to produce an estimate of age, sex, or some other property, but do not identify the individual. An example application of this would be

[1] See, for example, Dave Lee, "San Francisco is First US City to Ban Facial Recognition," *BBC*, May 15, 2019; and Dustin Gardiner, "California Blocks Police From Using Facial Recognition in Body Cameras," *San Francisco Chronicle*, October 8, 2019.

[2] See, for example, Jay Greene, "Microsoft Won't Sell Police Its Facial-Recognition Technology, Following Similar Moves by Amazon and IBM," *The Washington Post*, June 11, 2020.

[3] Partnership on AI, *Understanding Facial Recognition Systems*, February 19, 2020, p. 3, https://www.partnershiponai.org/wp-content/uploads/2020/02/Understanding-Facial-Recognition-Paper_final.pdf.

[4] These terms are taken or adapted from the Facial Identification Scientific Working Group (FISWG), *FISWG Glossary Version 2.0*, October 25, 2019; FISWG, *Facial Comparison Overview and Methodology Guidelines*, October 25, 2019; and National Institute of Standards and Technology (NIST), *Face Recognition Vendor Test (FRVT), Part 3: Demographic Effects (NIST IR8280)*, December 19, 2019, https://doi.org/10.6028/NIST.IR.8280. Some editorial changes have been made.

retail stores using facial classification to gather data on the gender and age ranges of people visiting a store, without identifying each shopper individually.

Facial comparison and **facial identification** are often used in the same context. They involve a human manually examining the differences and similarities between facial images, or between a live subject and facial images, for the purpose of determining if they represent the same person. Facial comparison has three broad categories: assessment, review, and examination. Facial assessment is a quick image-to-image or image-to-person comparison, typically carried out in screening or access control situations, and is the least rigorous form of facial comparison. Facial review (often used in investigative, operational, or intelligence gathering applications) and facial examination (often used in a forensic applications) are increasingly rigorous levels of image comparison and should involve verification by an additional reviewer or examiner. They may involve a formal, systematic examination of facial images.

Facial recognition broadly involves the automated searching of a facial image (a probe) against a known collection or database of photos.

Facial recognition algorithms compare identity information from facial features in two face image samples and produce a measure of similarity (sometimes called a match score) between them; this information can be used to determine whether the same person is in both images. Images that have a similarity score above a defined threshold are presented to the user. There are two ways in which facial recognition algorithms work to compare images:

- One-to-one verification algorithms compare a photo of someone claiming a specific identity with a stored image(s) of that known identity to determine if it is the same person. Uses of these algorithms can include unlocking a smartphone and verifying identities at a security checkpoint.
- One-to-many identification search algorithms compare features of a probe photo with all those in a gallery of images. The algorithms can provide either a fixed number of the most similar candidates, or all candidates with a similarity score above a preset threshold, for human review.[5] These algorithms may be used for purposes such as identifying potential suspect leads from a mugshot database.

Probe refers to the facial image or template searched against a gallery or database of photos in a facial recognition system.

Real-time facial recognition involves facial recognition algorithms that can be used while a video recording is taking place in order to determine in real time whether an individual in a video matches with a list of candidates in a database of photos.

Threshold refers to any real number against which similarity scores are compared to produce a verification decision or gallery of images.

Scientific Standards and Facial Recognition Technology

NIST's Role in Facial Recognition Technology

The National Institute of Standards and Technology (NIST) is a non-regulatory federal agency within the Department of Commerce charged with promoting U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology. Among its key

[5] This process is described in more detail in the "Accuracy and Interpretation of Results" section of this report.

roles, NIST is the lead federal agency for metrology (the science of measurement) and facilitates standards development, two key elements in the development and deployment of FRT.[6]

NIST's work in FRT includes the following:

- **Research** to improve the accuracy, quality, usability, interoperability, and consistency of FRT identity management systems;
- **Testing and Evaluation** to provide tools and support for evaluating the effectiveness of FRT prototypes and products;
- **Technical Guidance and Support** to assist federal law enforcement and other federal government agencies in the use of FRT; and
- **Standards** to facilitate the development of scientifically valid, fit-for-purpose FRT standards and to ensure that U.S. interests are represented in international arenas.

NIST collaborates with other federal agencies, law enforcement agencies, industry, and academic partners in these and related activities. Detailed information on NIST efforts in research, testing and evaluation, technical guidance and support, and standards development related to FRT are included in the **Appendix**.

Facial Identification Scientific Working Group

NIST administers the Organization of Scientific Area Committees (OSAC) for Forensic Science, which is a collaboration of more than 550 forensic scientific practitioners and experts across government, academia, and industry.[7] The OSAC for Forensic Science works to facilitate "the development of technically sound, science-based standards through a formal standard developing organization (SDO) process."[8] It also evaluates existing standards developed by SDOs and may place them on the OSAC Registry,[9] which contains approved scientifically sound forensic science standards for specific disciplines, such as facial identification, digital evidence, or bloodstain pattern analysis. The OSAC also promotes the use of these OSAC Registry-approved standards by the forensic science community.

The OSAC for Forensic Science is supported by a number of scientific working groups, which are collaborations between forensic science laboratories and practitioners "to improve discipline practices and build consensus standards."[10] There are over 20 scientific working groups across a range of disciplines including facial identification, DNA analysis, and latent fingerprint examination. The mission of the Facial Identification Scientific Working Group (FISWG) "is to develop consensus standards, guidelines and best practices for the discipline of image-based comparisons of human features, primarily face, as well as to provide recommendations for research and development activities necessary to advance the state of the science in this field."[11]

FISWG has published a number of guidelines and recommendations for forensic science practitioners. For instance, they have guidelines and recommendations for conducting and

[6] Facial recognition technology is a subfield of biometrics. Biometrics is the measurement and analysis of unique physical or behavioral characteristics.

[7] For more information, see https://www.nist.gov/topics/organization-scientific-area-committees-forensic-science.

[8] Ibid.

[9] See https://www.nist.gov/topics/organization-scientific-area-committees-forensic-science/osac-registry.

[10] See https://fiswg.org/about_swgs.html.

[11] See https://fiswg.org/objectives.html.

establishing training on facial comparison, guides for capturing facial images that can be used in facial recognition systems, and recommended methods and techniques for using facial recognition systems.[12]

How FRT May be Used by Federal Law Enforcement Agencies

Law enforcement agencies' use of FRT has received attention from policymakers and the public over the past several years. There have been heightened concerns following several revelations, including that Clearview AI, a company that developed image-search technology used by law enforcement agencies around the country, had amassed a database of over 3 billion images against which probe photos could be compared.[13]

FRT is one of several biometric technologies employed by law enforcement agencies, which also include fingerprint, palm print, DNA and iris scans. FRT can be used by law enforcement for a variety of purposes such as generating investigative leads, identifying victims of crimes, facilitating the examination of forensic evidence, and helping verify the identity of individuals being released from prison.[14] Press releases and statements from the Department of Justice (DOJ) highlight how the technology has been used in the criminal justice system.

- FRT has been used to help generate suspect leads. In one case, FBI agents used the technology, via the Mississippi Fusion Center, to identify a potential suspect in an interstate stalking case who had allegedly been harassing high school girls through their Twitter accounts.[15] The suspect was later sentenced to 46 months imprisonment and three years of supervised release for this stalking.[16]
- FRT may also be used to help identify victims. For example, officials have noted FRT was used to help identify "an accident victim lying unconscious on the side of the road."[17]
- FRT, along with other pieces of evidence, has been used to support probable cause in affidavits in support of criminal complaints. In one case, an FBI agent cited the use of FRT in a criminal complaint against a bank robbery suspect. The agent noted that images from the bank's surveillance footage were run against facial recognition software, and a photo of the suspect was returned as a possible match. Investigators then interviewed associates of the suspect, who identified him as the man in the bank surveillance footage.[18]

[12] See https://fiswg.org/documents.html.

[13] Kashmir Hill, "The Secretive Company That Might End Privacy as We Know It," *The New York Times*, February 10, 2020.

[14] Remarks by an FBI representative at the President's Commission on Law Enforcement and the Administration of Justice, April 21, 2020.

[15] U.S. Attorney's Office, Southern District of Indiana, "Mississippi man faces interstate stalking charges for five-year-long crime against Evansville area high schoolers," press release, June 28, 2018.

[16] U.S. Attorney's Office, Southern District of Indiana, "Mississippi man sentenced for internet stalking young Evansville women," press release, August 5, 2019.

[17] Remarks by an FBI representative at the President's Commission on Law Enforcement and the Administration of Justice, April 21, 2020.

[18] United States of America v. Terrance Maurice Goss, U.S. District Court for the Middle District of Florida, Criminal

Notably, the frequency and extent to which FRT is used at various phases of the criminal justice system (from generating leads and helping establish probable cause for an arrest or indictment, to serving as evidence in courtrooms) is unknown.[19] It is most often discussed as being employed during investigations by law enforcement officials. Of note, FRT is generally used by law enforcement in one-to-many searches to produce a gallery of potential suspects ranked by similarity and not to provide a single affirmative match. As such, the technology currently might not be relied upon in the same way that other biometric evidence might. Rather, it is the results of an investigator's facial review between a probe face and the gallery of images produced from running a probe face through facial recognition software that might be used as evidence contributing to an arrest and prosecution.

While FRT is used by a number of federal law enforcement agencies, the next section of this report highlights the FBI's use of it, as the bureau has a leading role in federal law enforcement's employment of the technology.

FBI Use of FRT

The FBI's Criminal Justice Information Services (CJIS) Division operates two programs that support the FBI's use of FRT: (1) the Next Generation Identification–Interstate Photo System (NGI-IPS), largely supporting state and local law enforcement; and (2) the Facial Analysis, Comparison, and Evaluation (FACE) Services Unit, supporting FBI investigations.

Next Generation Identification–Interstate Photo System (NGI-IPS)

NGI-IPS contains criminal mugshots that have associated 10-print fingerprints and criminal history records. This system allows authorized federal, state, local, and tribal law enforcement users to search the database for potential investigative leads. To use NGI-IPS,

> [a] law enforcement agency submits a "probe" photo that is obtained pursuant to an authorized law enforcement investigation, to be searched against the mugshot repository. The NGI-IPS returns a gallery of "candidate" photos of 2-50 individuals (the default is 20). During the second step of the process, the law enforcement agencies then manually review the candidate photos and perform further investigation to determine if any of the candidate photos are the same person as the probe photo.[20]

The FBI notes that a facial recognition search in NGI-IPS cannot alone provide a positive identification; the results need to be manually reviewed by a trained officer.[21] Further, law enforcement agencies that submit a probe photo for a search in NGI-IPS are prohibited from relying solely on the results of this search to take a formal law enforcement action (e.g., making an arrest).[22]

Complaint, January 18, 2019.

[19] In at least one case, in California, a judge allowed a suspect's criminal defense team to introduce evidence from biometric facial recognition technology. For more information, see "A First: Biometrics Used to Sentence Criminal," *Homeland Security Newswire*, February 1, 2011.

[20] FBI testimony before U.S. Congress, House Committee on Oversight and Reform, *Facial Recognition Technology (Part II): Ensuring Transparency in Government Use*, 116th Cong., 1st sess., June 4, 2020.

[21] As noted elsewhere, authorized users of NGI-IPS must receive training in the use of facial recognition technology.

[22] See https://www.fbibiospecs.cjis.gov/Face.

Photos in NGI-IPS

NGI-IPS "contains over 93 million civil photos, criminal photos, and scars, marks and tattoo images. Of this number, over 38 million criminal photos are available for facial recognition searching by law enforcement agencies."[23] The photos in NGI-IPS are separated into various groups: a criminal identity group (mugshots pursuant to arrest),[24] a civil identity group (those submitted for criminal background checks for non-criminal justice purposes such as employment and security clearances), and an unsolved photo file (UPF, which contains photos of unknown subjects reasonably suspected of a felony crime against a person). The criminal identity group is automatically available for facial recognition searching. If an individual has photos associated with both the criminal and civil identity groups, all photos become associated with the criminal identity group and are available for searching. A law enforcement agency submitting a probe photo to NGI-IPS for searching can affirmatively request to search against the UPF in addition to the criminal identity group.

Facial Analysis, Comparison, and Evaluation (FACE) Services Unit

While NGI-IPS primarily supports state, local, and tribal law enforcement partners, the FACE Services Unit supports FBI investigations. Specifically, FACE Services supports FBI field offices, operational divisions, and legal attachés (and sometimes federal partners) on open investigations and, in limited circumstances, on closed cases. The FACE Services Unit searches "probe photos that have been collected pursuant to the Attorney General guidelines as part of an authorized FBI investigation, and they are not retained."[25] These probe photos are searched against faces in NGI-IPS as well as other federal and state facial recognition systems authorized for FBI use. The FACE Services Unit then, through facial review, compares the probe photo against the candidate gallery of faces produced from the search to help identify potential investigative leads.

FRT Used by Law Enforcement Agencies at the Border

While FRT is generally used by law enforcement agencies to help generate potential investigative leads, it is also employed by U.S. border enforcement officials to assist with verifying travelers' identities. The Department of Homeland Security (DHS) is developing an automated biometric entry-exit system for foreign nationals traveling into and out of the country.[26] The entry system has been implemented,[27] but the exit system has yet to be fully operationalized.[28] In developing the exit system, DHS and Customs and Border Protection (CBP) have piloted various programs using an array of biometric technologies (e.g., fingerprints, iris scans, and facial recognition) and determined that facial recognition was the optimal approach because of the speed with which it could be used and its relative accuracy. The FRT program they have implemented is the Traveler Verification Service (TVS).[29]

TVS is a public-private partnership between the federal government and private airlines, airports, and cruise lines. It is deployed by CBP and the Transportation Security Administration (TSA). TVS currently operates in 27

[23] FBI, *Privacy Impact Assessment for the Next Generation Identification – Interstate Photo System*, October 29, 2019.

[24] The mugshots taken pursuant to arrest are not indicative of actual criminality or guilt.

[25] FBI testimony before U.S. Congress, House Committee on Oversight and Reform, *Facial Recognition Technology (Part II): Ensuring Transparency in Government Use*, 116th Cong., 1st sess., June 4, 2020. Department of Justice policies and procedures—including guidelines for investigations—are outlined in the *Justice Manual*, available at https://www.justice.gov/jm/justice-manual.

[26] For more information, see CRS In Focus IF11634, *Biometric Entry-Exit System: Legislative History and Status*.

[27] The entry system, fully implemented in December 2006, utilizes biometrics such as fingerprints and digital photographs.

[28] There have been "various longstanding planning, infrastructure, and staffing challenges" to developing and implementing the biometric exit system, including airports' lack of secure inspection areas for outbound travelers. See U.S. Government Accountability Office, *DHS Has Made Progress in Planning for a Biometric Air Exit System and Reporting Overstays, but Challenges Remain*, GAO-17-170, February 17, 2017.

[29] Additional information, including privacy documents, is available at https://www.dhs.gov/publication/dhscbppia-056-traveler-verification-service.

airports, 7 seaports, and 5 border locations across the United States, as well as 4 international preclearance locations. TVS currently captures roughly 60% of *in-scope* travelers (i.e., foreign nationals aged 14-79) departing the United States via commercial air carriers and 20% of in-scope arriving travelers.[30] CBP's goal is to capture 97% of all in-scope departing commercial air travelers by 2022.[31] TVS compares the travelers' *live photographs* (taken, for example, by a gate agent) to a gallery of photographs. The composition of the galleries depends on the travel context. For air and sea travelers, CBP uses biographic data obtained from flight and ship manifests via the Advance Passenger Information System[32] to gather all associated facial images from DHS holdings (e.g., photographs from U.S. passports, U.S. visas, CBP entry inspections, and any other DHS encounters). For pedestrians and vehicle travelers, the gallery consists of photographs of frequent crossers at that port of entry. TVS provides a *match* or *no match* result within two seconds.[33] In case of the latter result, the traveler's identity is checked manually by a CBP agent.

Federal Law Enforcement FRT Policy Guidance

The FBI maintains an NGI Policy and Implementation Guide that outlines policies surrounding use of NGI-IPS. Authorized law enforcement users of NGI-IPS are required to follow these policies as well as FISWG standards for performing facial comparison.[34] Policies outlined in the guide include information on how to

- submit photos for enrollment in NGI-IPS,
- conduct an investigative photo search,
- retrieve additional biometrics associated with a probable candidate generated from a search of NGI-IPS,
- notify the FBI of a potential match resulting from an investigative photo search,
- request an audit trail for a biometric set that an authorized user enrolled in NGI-IPS, and
- delete a biometric set that an authorized user enrolled in NGI-IPS.[35]

The FBI outlines technical requirements for using NGI-IPS in an Electronic Biometric Transmission Specification document that it provides to system users. In addition, it asks that users of NGI-IPS use its Mugshot Implementation Guide as a reference for submitting proper facial images to the FBI. The guide notes that image quality is affected by the camera, background, lighting, and subject posing.[36]

The FBI requires that users of NGI-IPS complete facial recognition training that meets FISWG guidelines. To facilitate this requirement, the FBI provides facial comparison and identification

[30] Based on CRS discussions with CBP officials on January 30, 2020, and CRS email communication with CBP officials on August 12, 2020.

[31] Department of Homeland Security (DHS), *Transportation Security Administration and U.S. Customs and Border Protection: Deployment of Biometric Technologies,* Report to Congress, August 30, 2019, p. 5.

[32] APIS collects biographic data such as gender, date of birth, travel document type and number, and nationality, Ibid. p. 30.

[33] U.S. Customs and Border Control, *Traveler Verification Service for Simplified Travel,* August 2018.

[34] FISWG has Guidelines and Recommendations for Facial Comparison Training to Competency, available at https://fiswg.org/FISWG_Training_Guidelines_Recommendations_v1.1_2010_11_18.pdf.

[35] FBI, *Next Generation Identification (NGI) Interstate Photo System (IPS) Policy and Implementation Guide: Version 1.3*, April 23, 2015.

[36] FBI, *Mugshot Implementation Guide: Photographic Considerations Related to Facial Recognition Software and Booking Station Mug Shots*, April 25, 2013.

training, which "is designed to provide the skills and knowledge to professionals from the law enforcement and intelligence communities working in the fields of face recognition and face comparison. It also provides students with awareness and understanding of the face comparison discipline. This training is consistent with the guidelines and recommendations outlined by [FISWG]."[37] FISWG notes that "[t]he level of training necessary to conduct facial comparison is dependent upon the source, quality, quantity, and complexity of the images that are being analyzed and the purpose of the analysis."[38] As outlined by FISWG, basic level training for facial comparison includes, among other things, an understanding of the principles of facial comparison, including

- assessing the quality of a facial image to determine the value for examination;
- using a process of "Analysis, Comparison, Evaluation, and Verification (ACE-V)";
- understanding the methods of comparison, such as one-to-one facial examination;
- understanding the levels of conclusion;
- having the ability to render proper conclusions;
- understanding the concept and effects of cognitive bias, including confirmation bias; and
- understanding the benefits of verification by another qualified reviewer or examiner.[39]

The FBI has also conducted audits to evaluate whether users of its facial recognition systems are in compliance with the policies surrounding their use. In congressional testimony, the FBI indicated that as of May 2019, nine FBI audits of NGI-IPS revealed no findings of non-compliance and no observations of unauthorized requests or misuse of NGI-IPS; in addition, a 2018 FBI audit of the FACE Services Unit indicated that the unit is operating in accordance with FBI policies and relevant privacy laws.[40]

Policy Considerations Surrounding Federal Law Enforcement Use of FRT

Accuracy and Interpretation of Results

The accuracy of FRT has come under scrutiny, independent of law enforcement's use of the technology including an officer's review of potential matches. When considering accuracy, there are a number of possible outcomes in both one-to-many identification searches (such as those used by the FBI's NGI-IPS) and one-to-one verifications (such as those used by the CBP's TVS).

[37] FBI, *Biometric and Criminal History Record Training*, https://www.fbi.gov/services/cjis/fingerprints-and-other-biometrics/biometric-and-criminal-history-record-training.

[38] FISWG, *Guide for Role-Based Training in Facial Comparison*, July 17, 2020, pp. 1-2.

[39] FISWG, *Guidelines and Recommendations for Facial Comparison Training to Competency*, November 18, 2010, pp. 1-2.

[40] Statement for the Record of Kimberly Del Greco, Federal Bureau of Investigation, before U.S. Congress, House Committee on Oversight and Reform, *Facial Recognition Technology: Ensuring Transparency in Government Use*, 116th Cong., 1st sess., June 4, 2019.

Facial recognition systems may return an accurate match (i.e., a true positive result, or hit),[41] an accurate non-match (i.e., a true negative, or correct rejection),[42] an inaccurate match (i.e., a false positive, or false alarm),[43] or an inaccurate non-match (i.e., a false negative, or miss).[44] It is the two types of errors—inaccurate matches and inaccurate non-matches—that have been of particular interest to policymakers.

- An inaccurate match, or *false positive,* result occurs when there is an erroneous association between images from two different people, which can occur when the digitized faces of two different people are highly similar.
- An inaccurate non-match, or *false negative,* result occurs when there is a failure to match images of the same person in two different photos. This could occur due to factors such as a change in the person's appearance or discrepancies in the quality of the images. Variations in pose, illumination, and expression may contribute to false negatives.[45]

Notably, there are both technical and human factors that contribute to the overall accuracy of facial recognition searches as performed by law enforcement officers.

Matching a probe to a gallery of images or a reference image depends on the threshold set for the similarity scores generated by the facial recognition algorithm. Similarity scores indicate the similarity between the probe and reference or gallery images.[46] For example, if using a zero-to-one scale, a similarity score of one would indicate that the two images are most similar (not necessarily that the two face images belong to the same person) in that system. Further, similarity scores are system specific (i.e., a similarity score from a system developed by company A is not necessarily comparable to a similarity score from a system from company B).[47]

When trying to decide whether a probe image matches any images in a given database, setting a higher threshold will return fewer potential results and setting a lower threshold will return a greater number of potential results. Generally, the threshold is initially set by the algorithm developer. Depending on the system, the user can choose to keep or change this threshold. As with similarity scores, thresholds do not indicate accuracy of a system (i.e., adjusting a threshold to a higher value does not mean the results returned are more accurate); rather, the decision of where to set a threshold is based on how the system is being used and what the developer or user

[41] In a one-to-many identification search, this occurs when the probe face matches a face in the database and is one of the faces returned in the gallery of potential matches. In a one-to-one identity verification, this occurs when the probe face submitted matches a photo of the same individual in a database, and a match is confirmed.

[42] In a one-to-many identification search, this occurs when the probe face does not match a face in the database and a gallery of potential matches is not returned. In a one-to-one identity verification, this occurs when the probe face does not match any faces in a database, and a match is not confirmed.

[43] In a one-to-many identification search, this occurs when the probe face does not match a face in the database, but a gallery of potential matches is returned. In a one-to-one identity verification, this occurs when the probe face does not match a face in the database, but a match is confirmed.

[44] In a one-to-many identification search, this occurs when the probe face submitted matches a face in the database, but a gallery of potential matches is not returned. In a one-to-one identity verification, this occurs when the probe face matches a face in the database, but a match is not confirmed.

[45] See NIST, *Face Recognition Vendor Test (FRVT), Part 3: Demographic Effects (NIST IR8280)*, December 19, 2019, https://doi.org/10.6028/NIST.IR.8280.

[46] Similarity scores are sometimes referred to as *confidence scores*, but they do not represent a degree of certainty or confidence in the matches returned to the user or the accuracy of the system.

[47] For additional explanations of match scores and thresholds, see Partnership on AI, *Understanding Facial Recognition Systems*, February 19, 2020, pp. 6-7.

wants to optimize (e.g., reducing the chance of false positives or false negatives).[48] Notably, when considering where to set the threshold, there is also consideration of the inherent tradeoff in error rates—one can minimize the false positive rate or the false negative rate by resetting the threshold, but not both at the same time.[49]

There is also a range of possible accurate and inaccurate outcomes when the probe face and any gallery of potential matches are subject to facial review by a human. For instance, in one-to-many searches a reviewer can correctly match the probe face to the same individual's photo returned in the gallery of potential matches, or a reviewer can correctly reject the probe face as a match to faces in the gallery if the FRT software has returned a gallery that does not contain a match. In addition, a reviewer can incorrectly identify the probe face as a match to a face in a returned gallery (in either a gallery that correctly contains or incorrectly does not contain a match); alternatively, a reviewer could fail to identify the probe face as a match when a gallery contains the correct match. In one-to-one identity verifications, such as those used to confirm a traveler's identity, there may be follow-up facial comparison by an official in the instance of a no-match returned by the technology. In this case, the comparison can result in one of the same outcomes as one-to-many searches subject to follow-up review by a human.

Effects of Errors

False positives and negatives returned by FRT have come under scrutiny because of their potential implications. In one-to-many identification searches used by law enforcement, false positives could potentially contribute to errant investigative leads and false accusations. False negatives could potentially result in loss of evidence that could support a case. In one-to-one verifications used by border officials, false positives pose potential security risks because they may not flag a traveler using an assumed identity. False negatives could result in enhanced questioning, surveillance, or disrupted travel of individuals for whom it was not necessary.[50] According to CBP internal analysis, the estimated false positive rate of TVS is .0103%.[51] (It did not report the false negative rate.) Further, in September 2020, the Government Accountability Office (GAO) reported that CBP "met or exceeded" its facial recognition accuracy requirements for its air exit system.[52]

A December 2019 NIST study of both one-to-many identification search algorithms and one-to-one verification algorithms found that FRT algorithms' accuracy rates can vary by demographic

[48] Ibid.

[49] This tradeoff is demonstrated by plots that incorporate false negative and false positive identification rates with a threshold value; these plots are called detection error tradeoff (DET) characteristic or receiver operating characteristic (ROC) curves. For additional information see the 2019 NIST FRVT Part 3: Demographic Effects report, p. 23; and for further discussion, see Lucas D. Introna and Helen Nissenbaum, *Facial Recognition Technology: A Survey of Policy and Implementation Issues*, The Center for Catastrophe Preparedness and Response, New York University , 2009, pp. 14-15.

[50] As a 2019 NIST study notes, "in a one-to-one access control, false negatives inconvenience legitimate users; false positives undermine a system owner's security goals. On the other hand, in a one-to-many deportee detection application, a false negative would present a security problem, and a false positive would flag legitimate visitors." Patrick Grother, Mei Ngan, and Kayee Hanaoka, *Face Recognition Vendor Test (FRVT) Part 3: Demographic Effects*, National Institute of Science and Technology, December 2019.

[51] Department of Homeland Security (DHS), *Transportation Security Administration and U.S. Customs and Border Protection: Deployment of Biometric Technologies*, Report to Congress, August 30, 2019, p. 30. CBP does not provide the methodology for calculating the false positive rate.

[52] U.S. Government Accountability Office (GAO), *Facial Recognition: CBP and TSA are Taking Steps to Implement Programs, but CBP Should Address Privacy and System Performance Issues*, GAO-20-568, September 2020, p. 50.

factors such as age, sex, and race.[53] For example, false positive rates tended to be higher for Asian and African American faces compared to those of Caucasians, which may be due to the data used to train the algorithm; an explanation that the NIST study did not explore. However, NIST noted that there is wide variation among algorithms, with some producing significantly fewer errors, and errors of different types, than others.[54] Policymakers may wish to exercise oversight over the *specific* FRT algorithms employed by federal law enforcement agencies, and the data on which those systems are trained, as they evaluate the accuracy and use of facial recognition. They may also debate whether or how to provide legislative direction aimed at maximizing the accuracy of FRT algorithms used by federal law enforcement entities. In attempting to maximize accuracy, developers and users of FRT must weigh the consequences of errors (false positives and false negatives) for different communities and decide which error measure is of higher priority to minimize, depending on how the threshold is set.

NIST researchers and collaborators have also studied the facial recognition accuracy of forensic examiners, *superrecognizers*, and face recognition algorithms.[55] They found that while the "best machine performed in the range of the best-performing humans, who were professional facial examiners … optimal face identification was achieved only when humans and machines collaborated."[56] Policymakers may consider this as they evaluate the accuracy of law enforcement use of FRT—such as the FBI's NGI-IPS, which requires manual review of the gallery of faces produced by submitting a probe face to the FRT algorithm.

Potential Restrictions on Law Enforcement Use of FRT

Recent policy debates surrounding law enforcement agencies' use of FRT have included discussions about potential prohibitions, restrictions, or moratoriums on the technology's use. In these discussions, policymakers may consider issues such as the following:

How is law enforcement conceptualized in this context? As noted, law enforcement agencies with various missions—from those like the FBI's to investigate violations of federal criminal law to those like CBP's to support border enforcement—have employed FRT. Policymakers may consider whether proposals to specify whether or how law enforcement agencies may use FRT have also factored in which type of law enforcement activities might be affected.[57]

How might restrictions on the use of FRT affect emergencies or cases involving threats to national security? Policymakers debating bounds on law enforcement agencies' use of FRT may consider whether restrictions should apply equally in all circumstances. For example, while many tools and technologies used by law enforcement agencies to aid investigations have not been specifically permitted or prohibited by law, Congress has legislated on and conducted oversight of

[53] Patrick Grother, Mei Ngan, and Kayee Hanaoka, *Face Recognition Vendor Test (FRVT) Part 3: Demographic Effects*, National Institute of Science and Technology, December 2019.

[54] Ibid. Also, testimony by Charles H. Romine, NIST Director, before U.S. Congress, House Committee on Homeland Security, *About Face: Examining the Department of Homeland Security's Use of Facial Recognition and Other Biometric Technologies: Part II*, 116th Cong., 2nd sess., February 6, 2020.

[55] P. Jonathon Phillips, Amy N. Yates, and Ying Hu et al., Proceedings of the National Academy of Sciences, *Face Recognition Accuracy of Facial Examiners, Superrecognizers, and Face Recognition Algorithms*, April 2018. Researchers note that superrecognizers are "untrained people with strong skills in face recognition."

[56] Testimony by Charles H. Romine, NIST, before U.S. Congress, House Committee on Oversight and Reform, *Facial Recognition Technology: Ensuring Transparency in Government Use*, 116th Cong., 1st sess., June 4, 2019.

[57] The Bureau of Justice Statistics' Census of Federal Law Enforcement Officers may help inform this discussion. The most recent survey provides data from 2016. Bureau of Justice Statistics, *Federal Law Enforcement Officers, 2016-Statistical Tables*, October 2019.

certain technologies that could affect individual privacy. With electronic surveillance, for instance, investigators must generally obtain a warrant to conduct wiretaps;[58] however, exceptions exist for emergency situations that may involve death or serious injury, threaten national security, or involve conspiracies of organized crime.[59]

How might policymakers influence law enforcement use of FRT at the federal level as well as state and local levels?

Policymakers can legislate directly on federal law enforcement agencies' ability to utilize facial recognition and other biometric technologies, as well as specify under which circumstances federal law enforcement may use these tools. They can also direct federal departments and agencies to develop or rely on established guidelines surrounding the technologies, require them to use technology and FRT algorithms that meet specified standards, and conduct broad oversight of agencies' use of FRT.

Congress could also influence state, local, and tribal use of these technologies through the provision or withholding of grant funding. Programs such as the Edward Byrne Memorial Justice Assistance Grant (JAG) program[60] and the Community Oriented Policing Services (COPS) program[61] have been used to incentivize activities of state and local law enforcement and may be leveraged to support or restrict agencies' use of FRT. For instance, Pinellas County, FL, law enforcement has used COPS funding to develop a facial recognition system.[62]

Another way the federal government can affect state, local, and tribal policies, without the provision or withholding of grant funding, is through the transfer of knowledge and expertise—via training, research and guiding documents, and model legislation. For instance, the Bureau of Justice Assistance published a guidance document for state, local, and tribal criminal intelligence and investigative entities to aid in developing policies around the use of FRT.[63]

Privacy and Security

In a September 2019 survey by the Pew Research Center, 56% of surveyed Americans indicated that they trust law enforcement agencies to use FRT responsibly, and 59% indicated it is acceptable for law enforcement agencies to use these technologies to assess security threats in public.[64] Further, the American public generally has more trust in law enforcement agencies using FRT responsibly than it does in technology companies or advertisers. This trust, however, has some notable demographic variances. Older Americans indicated they had more trust in law enforcement using FRT responsibly than did younger Americans. Further, White respondents (61%) reported more trust in law enforcement using the technology responsibly than did Hispanic respondents (56%), who in turn reported more trust than Black respondents (43%). Nonetheless,

[58] 18 U.S.C. §2510, et seq. See also Department of Justice, *Justice Manual, Title 9, 9.7000: Electronic Surveillance.*

[59] 18 U.S.C. §2518.

[60] For more information, see CRS In Focus IF10691, *The Edward Byrne Memorial Justice Assistance Grant (JAG) Program*.

[61] For more information, see CRS In Focus IF10922, *Community Oriented Policing Services (COPS) Program*.

[62] National Law Enforcement and Corrections Technology Center, *Florida Facial Recognition System Unmasks Identity, Boosts Arrests*, August 2010. Pinellas County, FL, law enforcement agencies had previously received, through the FY2001 appropriations, $3.5 million in funding for a demonstration grant "to demonstrate with the Florida Department of Motor Vehicles how facial recognition technology may be used by police." See H.Rept. 106-1005.

[63] Bureau of Justice Assistance, *Face Recognition Policy Development Template*, December 2017.

[64] Aaron Smith, Pew Research Center, *More Than Half of U.S. Adults Trust Law Enforcement to Use Facial Recognition Responsibly*, September 5, 2019.

policymakers, advocates, and the public have raised questions about how these technologies might affect privacy as well as the security of facial recognition systems' data.[65] Questions for policymakers to consider include the following:

Is there public awareness and notification surrounding federal law enforcement use of FRT? Some have questioned whether or how individuals might know that their faces are included in databases searched by FRT for law enforcement purposes. For example, federal law enforcement agencies may rely on FRT to search against a number of databases to help identify suspects.[66] The FBI's FACE Services Unit can search probe photos against faces in NGI-IPS as well as other federal and state facial recognition systems authorized for FBI use. Some states allow FBI access to driver's license/identification photos, mugshot photos, and state department of corrections photos; some allow access to some portion or subset of those photos; and some prohibit access.[67] The FBI is required to provide information to the public on its facial recognition systems through Privacy Impact Assessments (PIAs) and System of Records Notices (SORNs).[68] Policymakers may question whether these are sufficient measures to notify the public about federal law enforcement agencies use of FRT to search against databases in which individuals' photos are held. In addition, they may conduct oversight over the timeliness with which federal law enforcement agencies publish and update relevant PIAs and SORNs.

There are also concerns about CBP's use of FRT. U.S. citizens are allowed to opt out of TVS biometric exit participation and can instead undergo manual review of travel documents. CBP notifies travelers of this alternative through its website, physical signs and verbal announcements at the ports of entry, and an FAQ sheet upon request.[69] However, a September 2020 GAO report found that "notices to inform the public of facial recognition contained limited privacy information and were not consistently available."[70] Policymakers may examine whether CBP provides U.S. citizens with adequate notice about TVS and explains its opt-out procedures clearly.[71]

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[65] The issues discussed in this section are focused on FRT as used by law enforcement to generate potential investigative leads and by border enforcement for identity verification. There are other potential uses of FRT in the criminal justice system, not discussed here, such as compelling an individual to use the facial recognition feature to unlock a mobile device such as an iPhone. Of note, "at least one court has upheld compelled use of a facial recognition unlock feature." See Joey L. Blanch and Stephanie S. Christensen, "Biometric Basics: Options to Gather Data from Digital Devices Locked by a Biometric "Key"," *Emerging Issues in Federal Prosecutions*, vol. 66, no. 1 (January 2018), p. 6.

[66] The same may be true for state and local law enforcement, but this varies by jurisdiction.

[67] GAO, *Face Recognition Technology: DOJ and FBI Have Taken Some Actions in Response to GAO Recommendations to Ensure Privacy and Accuracy, But Additional Work Remains*, GAO-2019-579T, June 4, 2019.

[68] Ibid. This requirement is not specific to the FBI. Federal agencies are subject to requirements under Section 208 of the E-Government Act of 2002 (P.L. 107-347) regarding the protection of personal information collected, maintained or disseminated using information technology. For more information, see Office of Management and Budget, *OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*, M-03-22, September 26, 2003. In this guidance, a PIA is defined as "an analysis of how information is handled: (i) to ensure handling conforms to applicable legal, regulatory, and policy requirements regarding privacy, (ii) to determine the risks and effects of collecting, maintaining and disseminating information in identifiable form in an electronic information system, and (iii) to examine and evaluate protections and alternative processes for handling information to mitigate potential privacy risks." In addition, SORN is required to be published for any newly created or revised system of records.

[69] DHS, *Privacy Impact Assessment for the Traveler Verification Service*, DHS/CBP/PIA-056, November 14, 2018, p. 19.

[70] GAO, *Facial Recognition: CBP and TSA are Taking Steps to Implement Programs, but CBP Should Address Privacy and System Performance Issues*, GAO-20-568, September 2020, p. 39.

[71] Letter from 23 Members of Congress to Kevin McAleenan, former Acting Secretary of Homeland Security, June 13,

How might the use of FRT affect police-community relations? In the national debate about police-community relations,[72] there have been concerns about whether race, gender, and age biases in some FRT algorithms could contribute to tensions between the police and the communities they serve. Further, in the midst of these discussions, some companies producing facial recognition software have decided to cease production or have enacted new barriers to law enforcement use of their technologies.[73] Some have been less concerned with potential errors produced by the technology and more apprehensive with how the technology may be *used* by law enforcement; specifically, the concern is whether law enforcement agencies' use of the technology can "strip individuals of their privacy and enable mass surveillance."[74]

Policymakers may continue to question whether federal law enforcement agencies have assessed—or have policies for ongoing assessments of—potential biases in the specific facial recognition technologies (and associated algorithms) that they use. This could include policies for ongoing assessments by NIST. Policymakers may also look into whether federal grants for state, local, and tribal law enforcement use of FRT include requirements that grantees are using facial recognition technologies that have been assessed for biases. In addition, they could continue to examine how federal law enforcement agencies, as well as state, local, and tribal recipients of federal grants, utilize the technology in their policing.

How do federal law enforcement agencies employing FRT retain and secure the data? The security of data held by federal agencies and their contractors is of ongoing interest to Congress. For instance, in June 2019, CBP revealed that images of faces and license plates were compromised in a cyberattack on one of its subcontractors that provides automated license plate recognition technology to the agency.[75] This breach reportedly exposed confidential agreements, hardware schematics, and other records related to border security.[76] Breaches like this highlight the vulnerability of data, including face image data captured and held by governmental agencies. In evaluating the security of federal law enforcement data systems, policymakers may pay particular attention to the security of facial recognition and other biometric data.

For example, the FBI's NGI-IPS contains mugshot photos against which probe photos are compared. The FBI notes that "after the facial recognition search is performed, the probe photo is not retained in the NGI-IPS. This ensures that the Criminal Identity Group of the NGI-IPS remains a repository of mugshots collected pursuant to arrest."[77] While NGI-IPS is often used by state, local, and tribal law enforcement agencies, the FACE Services Unit supports FBI investigations. The FACE Services Unit submits probe photos to NGI-IPS (which does not retain probe photos) as well as other federal, state, and local systems (which may have different policies on photo retention); when the FBI submits probe photos to entities outside the bureau, it is the

2019, https://wild.house.gov/sites/wild.house.gov/files/CBP%20Facial%20Recognition%20Ltr.%20final.%20.pdf.

[72] For more information, see CRS Report R43904, *Public Trust and Law Enforcement—A Discussion for Policymakers*.

[73] See, for example, Jay Greene, "Microsoft Won't Sell Police Its Facial-Recognition Technology, Following Similar Moves by Amazon and IBM," *The Washington Post*, June 11, 2020. See also Dustin Gardiner, "California Blocks Police From Using Facial Recognition in Body Cameras," *San Francisco Chronicle*, October 8, 2019.

[74] Osonde A. Osoba and Douglas Yeung, *Bans on Facial Recognition Are Naive. Hold Law Enforcement Accountable for Its Abuse*, RAND, June 17, 2020.

[75] For more information, see CRS Insight IN11143, *Exposed Data Highlights Law Enforcement Use of Selected Technologies*.

[76] Drew Harwell, "Surveillance Contractor That Violated Rules by Copying Traveler Images, License Plates Can Continue to Work with CBP," *The Washington Post*, October 10, 2019.

[77] FBI, *Privacy Impact Assessment for the Next Generation Identification – Interstate Photo System*, October 29, 2019, p. 2.

other agency that is responsible for conducting the search. The FBI notes that "to accommodate certain states that have auditing and/or logging requirements that necessitate retention of probe photos and candidate galleries, the FBI constructs [memoranda of understanding] in compliance with these requirements while also requiring state maintenance of only the minimum information necessary, for the shortest time period necessary, and notification to the FBI of any potential or actual breach of that information."[78]

CBP stores photographs of foreign nationals and U.S. citizens differently. All photographs are purged from the TVS cloud after 12 hours, regardless of citizenship status.[79] However, CBP stores photographs of foreign nationals for 14 days in the Automated Targeting System (ATS) Unified Passenger Module (UPAX).[80] These photographs are then transmitted to the Automated Biometric Identification System (IDENT), where they are retained for up to 75 years.[81] In contrast, photographs of U.S. citizens are immediately deleted after the matching process.[82] While CBP requires its commercial partners to follow these data retention requirements, a September 2020 GAO report found that CBP does not adequately audit its airline partners.[83]

Going Forward

There are currently no federal laws specifically governing law enforcement agencies' use of FRT,[84] and law enforcement agencies around the country may rely on a patchwork of technology platforms and algorithms for their facial recognition systems. As such, policymakers may question how federal law enforcement agencies assess and ensure the accuracy and security of their FRT systems as well as the policies governing their use. They may also examine the oversight of federal grants used to support or restrict the use of FRT by state, local, and tribal law enforcement. Policymakers may further consider how FRT is used more broadly in various phases of the criminal justice system, from generating leads and helping establish probable cause for an arrest or indictment, to serving as evidence in courtrooms and confirming prisoners' identities before release; this may help inform oversight and legislative efforts to enhance or bound aspects of how law enforcement uses the technology. In addition, policymakers may question whether or how recommendations from FISWG are adopted by federal law enforcement agencies; their state, local, and tribal partners; and law enforcement grant recipients.

[78] FBI, *Privacy Impact Assessment for the Facial Analysis, Comparison, and Evaluation (FACE) Phase II System*, July 9, 2018, p. 8.

[79] Ibid., p. 9.

[80] DHS, *Privacy Impact Assessment for the Traveler Verification Service*, DHS/CBP/PIA-056, November 14, 2018, pp. 9, 21.

[81] Ibid., pp. 8, 21.

[82] Ibid., p. 10.

[83] GAO, *Facial Recognition: CBP and TSA are Taking Steps to Implement Programs, but CBP Should Address Privacy and System Performance Issues*, GAO-20-568, September 2020, p. 46.

[84] For a discussion of relevant constitutional considerations surrounding law enforcement use of FRT, see CRS Report R46541, *Facial Recognition Technology and Law Enforcement: Select Constitutional Considerations*.

Appendix. NIST Efforts on Facial Recognition Technology

NIST work on FRT includes research, testing and evaluation, technical guidance and support, and standards.[85]

Research

NIST work in biometrics dates back to the 1960s. The agency's efforts span a wide range of activities to help improve the ability to establish or verify the identity of humans based upon one or more physical (e.g., face, fingerprint, iris images) or behavioral (e.g., signature analysis) characteristics.

The Information Technology Laboratory (ITL), one of six NIST research laboratories, is a measurement and testing facility that develops and deploys standards, tests, and metrics to make information systems more secure, usable, interoperable, and reliable. Among its functions, ITL conducts research on issues related to biometric measurement and testing and facilitates standards development, including those related to FRT. According to NIST, ITL has measured the core algorithmic capability of biometric recognition technologies and reported on the accuracy, throughput, reliability, and sensitivity of biometric algorithms with respect to data characteristics and subject characteristics.

NIST states that its biometric evaluations advance measurement science by providing a scientific basis for what to measure and how to measure it. These evaluations also help facilitate development of consensus-based standards by providing quantitative data for development of scientifically sound, fit-for-purpose standards. In addition, these evaluations help federal agencies determine how best to deploy FRT.

NIST's FRT research includes a wide span of activities as illustrated by the following examples:

In 2018, the National Academies published research conducted by NIST and three universities testing facial forensic examiners ability to match identities across different photographs.[86] The intent of the study was to find better ways to increase the accuracy of forensic facial comparisons. The study concluded that:

> Examiners and other human face "specialists," including forensically trained facial reviewers and untrained super-recognizers, were more accurate than the control groups on a challenging test of face identification. It also presented data comparing state-of-the-art facial recognition algorithms with the best human face identifiers. The best machine performed in the range of the best-performing humans, who were professional facial examiners. However, optimal face identification was achieved only when humans and machines collaborated.[87]

[85] Much of the information in this appendix is drawn from testimony given on February 6, 2020, by Charles H. Romine, Director of the National Institute of Standards and Technology's Information Technology Laboratory before the House Committee on Homeland Security.

[86] Jonathon Phillips, Amy N. Yates, and Ying Hu, "Face recognition accuracy of forensic examiners, superrecognizers, and face recognition algorithms," *Proceedings of the National Academy of Sciences*, vol. 115, no. 24 (June 12, 2018), pp. 6171-6176, https://doi.org/10.1073/pnas.1721355115.

[87] Testimony of Charles H. Romine, Director, NIST Information Technology Laboratory, before U.S. Congress, House Committee on Homeland Security, *Facial Recognition Technology (FRT)*, 116th Cong., 2nd sess., February 6, 2020,

In addition, NIST conducted the Face in Video Evaluation (FIVE) program to assess the capability of facial recognition algorithms to identify individuals appearing in video sequences. NIST documented the outcomes of FIVE in its report, *Face In Video Evaluation (FIVE) Face Recognition of Non-Cooperative Subjects (NIST IR8173)*, which discusses the accuracy and speed of FRT algorithms applied to the identification of individuals appearing in video sequences drawn from six video datasets.[88] NIST completed this program in 2017. The report found that:

> High accuracy recognition of passively-imaged subjects is only achievable with: a) a small minority of the algorithms tested [under this program]; b) a dedicated and deliberate design effort that must embed optical, architectural, human factors, operations-research, and face recognition expertise; c) galleries limited to small numbers of actively curated images; and d) field tests with empirical quantitative calibration and optimization.[89]

Further, the report states that with "better cameras, better design, and the latest algorithm developments, recognition accuracy can advance even further," but notes that "even with perfect design, some proportion of a non-cooperative population will not be recognized" due to failure to acquire cases where subjects never look toward the camera or because their faces were occluded.[90]

The report concluded, in part, that:

> Deployment should proceed only after quantitative assessment of objectives, alternatives, ease of evasion or circumvention, enrolled population sizes, search volumes, the proportion of searches expected to have an enrolled mate, accuracy requirements, consequences and procedures for resolution of errors, and speed and hardware cost constraints. In particular, deployers must weight their tolerance for misses and their risk appetite. In addition, when non-cooperative face recognition is used to identify individuals nominated to a watchlist, human reviewers must be employed to adjudicate whether candidate matches are true or false positives … [and that] overall error rates of the hybrid machine-human system must be understood and planned for.[91]

NIST has also conducted a number of FRT-related "Grand Challenge" competitions—including the Face Recognition Grand Challenge (2004-2006) and the Multiple Biometric Grand Challenge (2008-2010) programs—to encourage the FRT community to break new ground in solving biometric research problems.

Testing and Evaluation

Since 2000, NIST has operated a Face Recognition Vendor Testing (FRVT) program to assess the capabilities of facial recognition algorithms for one-to-many identification and one-to-one verification. The voluntary program is open to any organization worldwide, and participants may submit their algorithms on a continuous basis for evaluation. Users include corporate research and development laboratories and universities. Submitted algorithms include commercially available products and prototypes that are not necessarily available as final products ready for integration in

https://www.nist.gov/speech-testimony/facial-recognition-technology-frt-0 (hereinafter, Romine FRT testimony).

[88] NIST, Face In Video Evaluation (FIVE) Face Recognition of Non-Cooperative Subjects (NIST IR8173), March 2017, https://doi.org/10.6028/NIST.IR.8173.

[89] Ibid.

[90] Ibid.

[91] Ibid.

FRT systems. NIST posts performance results for evaluated algorithms on its FRVT website along with the name of the organization that developed the algorithm.[92]

According to NIST, the FRVT program does not train face recognition algorithms.[93] NIST does not provide training data to the software under test, and the software is prohibited from adapting to any data that is passed to the algorithms during a test.[94]

With respect to its 2019 FRVT activities, NIST reported that:

> The 2019 FRVT quantified the accuracy of face recognition algorithms for demographic groups defined by sex, age, and race or country of birth, for both one-to-one verification algorithms and one-to-many identification search algorithms. NIST conducted tests to quantify demographic differences for 189 face recognition algorithms from 99 developers, using four collections of photographs with 18.27 million images of 8.49 million people. These images came from operational databases provided by the State Department, the Department of Homeland Security and the FBI. Previous FRVT reports documented the accuracy of these algorithms and showed a wide range in accuracy across algorithms. The more accurate algorithms produce fewer errors and can therefore be anticipated to have smaller demographic differentials.
>
> NIST Interagency Report 8280,[95] released on December 19, 2019, quantifies the effect of age, race, and sex on face recognition performance. It found empirical evidence for the existence of demographic differentials in face recognition algorithms that NIST evaluated. The report distinguishes between false positive and false negative errors, and notes that the impacts of errors are application dependent.[96]

In interpreting the results of the 2019 FRVT report on demographic effects, one should note that the study used high-quality, standards-compliant images, not image data from the Internet nor from video surveillance. Thus, demographic differentials from images in such everyday scenarios were not evaluated. Some stakeholders have criticized such limitations in analyzing FR algorithms and called for more testing "in the field under real-life conditions."[97]

With respect to its 2018 FRVT, NIST reported that:

> The 2018 FRVT tested 127 facial recognition algorithms from the research laboratories of 39 commercial developers and one university, using 26 million mugshot images of 12 million individuals provided by the FBI. The 2018 FRVT measured the accuracy and speed of one-to-many facial recognition identification algorithms. The evaluation also contrasted

[92] NIST, "FRVT 1:1 Leaderboard," https://www.nist.gov/programs-projects/face-recognition-vendor-test-frvt. The FRVT 1:1 Leaderboard shows the top performing 1:1 algorithms measured on false non-match rate across several different datasets.

[93] According to NIST, "The process of training a face recognition algorithm (or any machine learning algorithm) involves providing a machine learning algorithm with training data to learn from. The training data shall contain the correct answer, which is known as ground-truth label, or a target. The learning algorithm finds patterns in the training data that map the input data attributes to the target and builds a machine-learning model that captures these patterns. This model can then be used to get predictions on new data for which the target is unknown." See Romine FRT testimony.

[94] Romine FRT testimony.

[95] NIST, *Face Recognition Vendor Test (FRVT), Part 3: Demographic Effects (NIST IR8280)*, December 19, 2019, https://doi.org/10.6028/NIST.IR.8280. This is the third in a series of reports on the 2019 FRVT activities that extends the evaluations from parts 1 and 2—which covered the performance of one-to-one and one-to-many face recognition algorithms, respectively—to document accuracy variations across demographic groups.

[96] Romine FRT testimony.

[97] Darrell M. West, *10 Actions That Will Protect People From Facial Recognition Software*, Brookings report, October 31, 2019, https://www.brookings.edu/research/10-actions-that-will-protect-people-from-facial-recognition-software/.

> mugshot accuracy with that from lower quality images. The findings, reported in *NIST Interagency Report 8238*,[98] showed that massive gains in accuracy have been achieved since the FRVT in 2013, which far exceed improvements made in the prior period (2010-2013).
>
> The accuracy gains observed in the 2018 FVRT study stem from the integration, or complete replacement, of older facial recognition techniques with those based on deep convolutional neural networks. While the industry gains are broad, there remains a wide range of capabilities, with some developers providing much more accurate algorithms than others do. Using FBI mugshots, the most accurate algorithms fail only in about one quarter of one percent of searches, and these failures are associated with images of injured persons and those with long time lapse since the first photograph. The success of mugshot searches stems from the new generation of facial recognition algorithms, and from the adoption of portrait photography standards first developed at NIST in the late 1990s.[99]

Technical Guidance and Scientific Support

NIST provides technical guidance and scientific support to various U.S. government and law enforcement agencies for the use of FRT. For example, NIST's research supported DHS's transition from a 2-fingerprint to a 10-fingerprint collection standard for visa application and entry into the United States to prevent terrorism and identity fraud as well as to prevent criminals and immigration violators from crossing U.S. borders. In addition, NIST is working with CBP to analyze performance effects of image quality and traveler demographics, and to provide recommendations regarding match algorithms, optimal thresholds, and match gallery creation for TVS. NIST's work also supports the FBI and the Office of the Director of National Intelligence's Intelligence Advanced Research Projects Activity (IARPA).[100]

[98] NIST, *Ongoing Face Recognition Vendor Test (FRVT) Part 2: Identification (NIST IR8238)*, November 2018, https://doi.org/10.6028/NIST.IR.8238. This report was subsequently updated and extended by NIST as *Face Recognition Vendor Test (FRVT) Part 2: Identification, NIST Interagency Report 8271*, September 2019, https://doi.org/10.6028/NIST.IR.8271.

[99] Romine FRT testimony.

[100] Romine FRT testimony.

Standards

The United States has a voluntary, consensus-based standards development system.[101] Under the National Technology Transfer and Advancement Act of 1995 (P.L. 104-113)[102] and OMB Circular A-119,[103] NIST is charged with promoting coordination between the public and private sectors in the development of standards and in conformity assessment activities, encouraging and coordinating federal agency use of voluntary consensus standards in lieu of government-unique standards, and coordinating federal agency participation in the development of relevant standards.

NIST leads national and international consensus standards activities in biometrics, such as FRT, to ensure that they are interoperable, reliable, secure, and usable.

The following examples of NIST consensus standards development activities illustrate NIST's role in this arena:

Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL 1-2011 Update: 2015), published by the American National Standards Institute and NIST, is a biometric standard used in 160 countries to facilitate the exchange of biometric data across jurisdictional lines and between dissimilar systems. This standard allows accurate and interoperable exchange of biometrics information by law enforcement agencies globally, assisting in the identification of criminals and terrorists. The standard continues to evolve to support government applications, including law enforcement, homeland security, and other identity

[101] According to the American National Standards Institute (ANSI):

> The U.S. standardization system reflects a market-driven and highly diversified society. It is a decentralized system that is naturally partitioned into industrial sectors and supported by independent, private sector standards developing organizations (SDOs). It is a demand-driven system in which standards are developed in response to specific concerns and needs expressed by industry, government, and consumers. And it is a voluntary system in which both standards development and implementation are driven by stakeholder needs…. Voluntary standards serve as the cornerstone of the distinctive U.S. infrastructure. These documents arise from a formal, coordinated, consensus-based and open process. Their development depends upon data gathering, a vigorous discussion of all viewpoints, and agreement among a diverse range of stakeholders…. Voluntary refers only to the manner in which the standard was developed; it does not necessarily refer to whether compliance to a consensus standard is optional or whether a government entity or market sector has endorsed the document for mandatory use. Most other countries adhere to a "top-down" approach to standardization where the government or groups closely coupled to government either serve as the standards setter or mandate what standards will be developed.

(American National Standards Institute, "Overview of the U.S. Standardization System," https://www.standardsportal.org/usa_en/standards_system.aspx.) ANSI was founded in 1918 by five engineering societies and three federal agencies (the Departments of War, Navy, and Commerce). ANSI is the sole U.S. representative and dues-paying member of the two major non-treaty international standards organizations, the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC).

[102] Codified at 15 U.S.C. Section 272(b), which directs the Secretary of Commerce, through the NIST director, "to facilitate standards-related information sharing and cooperation between Federal agencies and to coordinate the use by Federal agencies of private sector standards, emphasizing where possible the use of standards developed by private, consensus organizations" and "to coordinate technical standards activities and conformity assessment activities of Federal, State, and local governments with private sector technical standards activities and conformity assessment activities, with the goal of eliminating unnecessary duplication and complexity in the development and promulgation of conformity assessment requirements and measures."

[103] Executive Office of the President, Office of Management and Budget, Circulars, https://www.whitehouse.gov/omb/information-for-agencies/circulars/.

management applications. According to NIST, the standard is used for nearly all law enforcement biometric collections worldwide.[104]

NIST has also led and provided technical expertise for the development of international biometric standards in ISO/IEC Joint Technical Committee 1, Subcommittee 37 (JTC1/SC37) – Biometrics.[105] The standards developed by the subcommittee, which was established in 2002, are broadly used nationally and internationally. Since 2006, the subcommittee has published standards on biometric performance testing and reporting (including guidance on principles and framework, testing methodologies, modality-specific testing, interoperability performance testing, and access control scenarios), drawing upon NIST technical contributions.

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[104] Romine FRT testimony.

[105] ISO is the International Organization for Standards. IEC is the International Electrotechnical Commission.

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ACCEPTING SUBMISSION OF THE AURORA POLICE DEPARTMENT'S FACIAL RECOGNITION ACCOUNTABILITY REPORTS IN ACCORDANCE WITH C.R.S. § 24-18-302(4)

WHEREAS, in 2022, Senate Bill 22-113 was signed into law by Governor Polis, which set forth certain requirements for use of facial recognition services (FRS) by law enforcement agencies; and

WHEREAS, among the requirements, Colorado law enforcement agencies which develop, procure, or use an FRS must submit to their "reporting authority" an "accountability report" in accordance with C.R.S. § 24-18-302(4); and

WHEREAS, the Aurora City Council is the Aurora Police Department's "reporting authority" as defined by C.R.S. § 24-18-301(14); and

WHEREAS, the Aurora Police Department has prepared an accountability report for both FRS it plans to use, specifically Lumen and Clearview AI, which includes the information required by C.R.S. § 24-18-302(2)(a-h); and

WHEREAS, FRS is a valuable investigative tool which can enhance the Aurora Police Department's ability to identify criminal suspects, develop leads in criminal investigations, and provide quicker resolution to victims of crime within the city; and

WHEREAS, FRS will also enhance the Aurora Police Department's ability to identify deceased persons and other individuals who need assistance but are unable to identify themselves due to injury or other incapacity; and

WHEREAS, the Aurora Police Department now submits its accountability reports for Lumen and Clearview AI to City Council; and

WHEREAS, the City Council find that the Aurora Police Department's use of FRS will promote the health, safety, and welfare of the city.

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

Section 1. The City Council accepts submission of the Aurora Police Department's Facial Recognition Accountability Reports for Lumen and Clearview AI in accordance with C.R.S. § 24-18-302.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
_____
AMANDA MACDONALD, Assistant City Attorney

Office of the Chief of Police
Memorandum

Date: September 1, 2025

To: Mayor Coffman and City Council

From: Todd Chamberlain, Chief of Police

Through: Jason Batchelor, City Manager

Re: Notice of Intent to Use Facial Recognition Services

Notice of Intent to Use Facial Recognition Services

In 2022, the Colorado legislature passed Senate Bill 22-113, which added sections 24-18-301 through 309 to the Colorado Revised Statutes. The Aurora Police Department (APD) is required under C.R.S. § 24-18-302 to notify City Council of our intent to use Facial Recognition Services (FRS). The Aurora Police Department intends to use FRS primarily as a tool to assist in investigations by enhancing our ability to identify suspects, develop leads, and provide quicker resolutions to victims of crime within the city. FRS will also assist APD in the identification of deceased persons and other individuals who need assistance but are unable to identify themselves due to injury or other incapacity.

Further, in accordance with state law:

- Accountability reports for the specific FRS services that APD intends to use, Lumen and Clearview AI, are included in the materials submitted to City Council for public review and comment;
- A proposed policy governing APD's use of FRS is included in the materials submitted to City Council for public review and comment;
- An online form will be posted on APD's website through which the public can also submit comments to APD; and
- Multiple public meetings on APD's use of FRS will be held through the City Council process, beginning with presentation at the Public Safety, Courts, and Civil Service Committee on September 11, 2025.

Pursuant to C.R.S. § 24-18-302, a Resolution has been presented to City Council seeking acceptance of APD's accountability reports for Lumen and Clearview AI.

CITY OF AURORA
Council Agenda Commentary

Item Title: Authorizing Housing and Community Services (HCS) to Accept Award from the Department of Local Affairs for a Down Payment Assistance Program (Resolution)
Item Initiator: Jessica Prosser, Director, Housing and Community Services
Staff Source/Legal Source: Sarah Pulliam, Manager of Community Development, Housing & Community Services / Tim Joyce, 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Sarah Pulliam, Manager of Community Development, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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 City of Aurora's original down payment assistance was offered through the Home Ownership Assistance Program (HOAP). For over 23 years HOAP provided loans to support first-time homebuyers, especially households earning below 80% of the Area Median Income (AMI). Since inception, the program has assisted 2,298 individuals and families in purchasing homes in Aurora. Loan amounts were typically capped (e.g., up to $15,000), and the program focused on single-family homes within an affordability limit (around $380,000 purchase price). The HOAP team, made up largely of HUD-certified housing counselors, also offered pre- and post-purchase counseling and homebuyer education classes in English and Spanish. The program has not been active in many years.

In 2022, Colorado voters approved Proposition 123, creating the State Affordable Housing Fund. In 2023, Aurora was among the first cities in Colorado to pass a resolution committing to Prop 123 goals. This required Aurora to commit to producing 550 affordable housing units per year from 2024–2026, totaling 1,650 units over the three years. Of the Prop 123 funds, 40% are managed by the Colorado Department of Local Affairs (DOLA) under the Affordable Housing Support Fund, with a major initiative focused on Affordable Home Ownership through down payment assistance. Aurora applied for DOLA Prop 123 funds to expand its down payment assistance (DPA) capacity. The City's applications (2024–2025) outlined program enhancements such as:

- Providing **4%–20% of the home purchase price** as assistance.
- Serving households up to **120% AMI**.
- Requiring HUD-approved homebuyer education and counseling.

Leveraging federal sources like **CDBG** and **HOME** alongside Prop 123 funds.

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

The City's DPA program provides eligible first-time homebuyers with financial support that can be applied toward down payment and closing costs. This assistance reduces the initial financial hurdle, enabling households to secure affordable mortgages and start building equity. The program is designed to complement private lending products and federal resources ensuring that public dollars are leveraged to maximize impact.

Community Benefits:

- **Stabilizing Families:** By creating a pathway to homeownership, we are giving families the stability and security that comes with owning a home.
- **Strengthening Neighborhoods:** Homeownership fosters long-term investment in our neighborhoods, increasing community pride and stability.
- **Building Wealth:** For many households owning a home is the primary way to build generational wealth, which is critical to addressing disparities in opportunity.
- **Economic Growth:** Home purchases stimulate the local economy, from real estate services and home improvement to increased consumer spending.

Funding Sources: This program is made possible through the support of the Colorado Department of Local Affairs (DOLA) and Prop 123 funds. The City of Aurora has been awarded $720,000 in state funding specifically dedicated to expanding affordable homeownership opportunities. These funds allow us to implement a strong, sustainable program that aligns with both state and local priorities. By investing DOLA resources directly into our community Aurora is leveraging state partnerships to lower barriers, address housing affordability challenges, and create meaningful pathways to homeownership for our residents.

General Application Components/Evaluation Criteria:

- Alignment with Housing Strategy
- Meets an identified housing need in the community
- Average median income to be served by the project
- Cost-effectiveness: leveraging of funding, review of sources and uses, and funding sustainability

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.)

1 FTE will be filled for this program

QUESTIONS FOR COUNCIL

Does the City Council wish to support the Resolution to enter into this agreement with the Department of Local Affairs?

LEGAL COMMENTS

Governmental entities may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation is authorized by each party with the approval of its legislative body or other authority having the power

to approve. (Colo. Const. art. 14, sec. 18(2)(a) and C.R.S. § 29-1-203(1)). City Council may, by resolution, enter into 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, art. X, sec. 10-12). Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code §2-31(b)(2)). (TJoyce)

STATE OF COLORADO
GRANT AGREEMENT

COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Agreement Encumbrance Number** H6AHOP34424
	CMS #200919
Grantee City of Aurora **Grantee UEI** N/A – State Funds	**Agreement Performance Beginning Date** The Effective Date
	Initial Agreement Expiration Date October 31, 2026
Agreement Maximum Amount $720,000.00	**Fund Expenditure End Date** October 31, 2026

Agreement Authority
Authority for this Agreement arises from §24-32-721, C.R.S., and §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

Agreement Purpose
Grantee to provide Down Payment Assistance loans to twenty-four (24) households at or below 120% AMI for the City of Aurora, which includes Adams, Arapahoe and Douglas counties.

Exhibits
The following Exhibits and attachments are included with this Agreement:

Exhibit A, Applicable Laws
Exhibit B, Statement of Work
Exhibit C, [Reserved]
Exhibit D, [Reserved]
Exhibit E, [Reserved]
Exhibit F, [Reserved]
Exhibit G, Sample Option Letter

Order of Precedence
In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in **§19** of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B, Statement of Work.
4. Exhibit A, Applicable Laws
5. Exhibit G, Sample Option Letter

Principal Representatives

For the State:
Alison George, Director, Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Alison.george@state.co.us

For Grantee:
Michael Coffman, Mayor
City of Aurora
15151 E Alameda Pkwy
Aurora, CO 80012-1553
mcoffman@auroragov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE **CITY OF AURORA**	**DIVISION OF HOUSING** **Contract Reviewer**
By: _____ Michael Coffman, Mayor, City of Aurora Date: _____	By: _____ Theresa Cassano, Director, Office of Housing Finance and Sustainability Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS

By: _____
Maria De Cambra, Executive Director

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Amanda Carroll, Controller Delegate

Effective Date:_____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Department of Local Affairs ("DOLA") for the benefit of the Division of Housing ("DOH"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work

performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

[Reserved].

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" [Reserved].

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in **Exhibit B, §5.2**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

F. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security

Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

H. "**Default**" means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.

I. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. "**End of Term Extension**" means the time period defined in **§2.D**.

K. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. "**Extension Term**" means the time period defined in **§2.C.**

M. "**Federal Award**" [Reserved].

N. "**Federal Awarding Agency**" [Reserved].

O. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. "**Initial Term**" means the time period defined in **§2.B**.

S. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

T. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

U. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

V. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that

is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq*., C.R.S.

W. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

X. "**Project**" means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.

Y. "**Recipient**" [Reserved].

Z. "**Services**" means the services to be performed by Grantee as set forth in this Agreement and shall include any services to be rendered by Grantee in connection with the Goods.

AA. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

BB. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

CC. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

DD. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

FF. "**Subject Property**" means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.

GG. "**Subrecipient**" [Reserved].

HH. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

II. "**Uniform Guidance**" [Reserved].

JJ. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

KK. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work or cause the Work to be completed as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or

otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally committed for the purposes of this Agreement. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described on the Cover Page, as described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.4** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B**. Grantee's costs for Work performed after the Initial Agreement Expiration Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be payable. The State shall only pay allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Initial Agreement Expiration Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page of this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance, and other reports to the State as provided in **§7** of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of any Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the

"Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following:

(i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a

remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII [Reserved].

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one (1) fire.

C. Automobile Liability

If applicable, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☐ shall | ☒ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§12.H** above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and

entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $25,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision

of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace

the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

f. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30) C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through

email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively,

"Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. RESTRICTIONS ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee must confirm that any individual natural person 18 years or older is lawfully present in the United States pursuant to §24-76.5-101, *et seq*., C.R.S. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

A. Produce a verification document in accordance with §24-76.5-103, C.R.S.; and,

B. Execute an Affidavit of Legal Residency attached as Form 1, or a substantially similar form as determined by the State.

18. GENERAL PROVISIONS

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Grant.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in

connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in **§18.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue [Reserved].

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State

Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount at the Grantee's request, and in the Statement of Work (**Exhibit B**), adjust the Project Budget**,** modify the Service Area**,** the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items Not Requiring Modification – Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent, in his or her discretion.

L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

S. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license,

certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification [Reserved].

W. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

X. Accessibility

Grantee shall comply with and Work Product provided under this Agreement shall be in compliance with all applicable provisions of Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement

and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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EXHIBIT A -
APPLICABLE LAWS

Laws, regulations, and authoritative guidance applicable to this Agreement include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d).
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. §24-34-301, *et seq*., C.R.S. (Colorado Civil Rights).
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24.
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, §29-1-601, et seq., C.R.S.
17. Colorado Housing Act of 1970, §24-32-701, *et seq*., C.R.S.
18. §24-75-601, *et seq*., C.R.S. (Funds – Legal Investments).
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).
20. HOME Investment Partnerships Program Final Rule at 24 CFR Part 92.

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EXHIBIT B
STATEMENT OF WORK

1. GENERAL.

1.1 Project Description. To provide twenty-four (24) Down Payment Assistance loans to households at or below 120% AMI through the City of Aurora's Home Ownership Assistance Program.

1.2 Service Area. Performance of services for this Agreement shall occur statewide in the State of Colorado in such areas as have opted in to Proposition 123, (to include Adams, Arapahoe and Douglas counties).

1.3 Grantee's Obligations.

1.3.1 Grantee shall complete the Project, administer this Agreement, and provide required documentation to the State as specified herein.

1.3.2 Grantee shall enter into a written agreement(s), the content of which meets DOLA's requirements, with the following individuals or entities prior to disbursing any funds:

1.3.2.1 [Reserved].

1.3.2.2 Individuals who receive direct benefits under this Agreement (i.e. program Beneficiaries).

1.3.3 Grantee's rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.4 Time of Performance. Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D,** or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

2.1 Affordable Rent Limits. [Reserved].

2.2 Affordability Period. See **§8.2.2** of this Exhibit.

2.3 Beneficiaries. "Beneficiaries" shall mean the persons and/or households who are the end users that benefit from the Project.

2.4 Extremely Low-Income Family. [Reserved].

2.5 HUD. "HUD" is the United States Department of Housing and Urban Development.

2.6 AHOP-Assisted Units. "AHOP-assisted units" shall mean units specifically designated as AHOP-assisted in the Project, as further described in **§8** of this **Exhibit B**, which shall comply with all applicable State requirements.

2.7 Low-Income Family. "Low-Income Family" means a family whose annual income does not exceed 80 percent of AMI, as determined by HUD, with adjustments for smaller and larger families, or as HUD may establish for the area. The Area Median Income limits for this Project are published annually on CHFA's website, or if no longer published by CHFA, an equivalent index shall be designated by DOLA..

2.8 Moderate-Income Family. "Moderate-Income Family" means a family whose annual income does not exceed one-hundred percent (100%) of AMI, as determined by HUD, with adjustments for smaller and larger families, or as HUD may establish for the area. The Area Median Income limits for this Project are published annually on CHFA's website, or if no longer published by CHFA, an equivalent index shall be designated by DOLA.

2.9 Other Funds. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.10 Pre-Agreement Costs. "Pre-Agreement Costs" are costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in **§5.2.4** of this **Exhibit B**.

2.11 Principal Residence. "Principal Residence" means a dwelling that the Borrower maintains or will maintain as their permanent place of abode, and which the Borrower typically occupies or will occupy for the majority of the calendar year.

2.12 Program Income. "Program Income" shall have the meaning given in 24 CFR 92.2.

2.13 Project Close-Out Date. "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

2.14 Subject Property. "Subject Property" means both real property that Grant Funds are used to improve or acquire, and real property on which structures are constructed, rehabilitated, cleared or demolished using Grant Funds.

2.15 Substantial Completion. "Substantial Completion" means final loan closing under the Agreement for Single-Family Owner Occupied Rehabilitation and Down Payment Assistance programs.

2.16 Work. See **§3II** of the main Grant Agreement.

3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with C.R.S. 24-32-721, Grantee's grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

3.2 Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone/Grantee shall:	Target Date:
Close 6 loans per quarter	Ongoing
Submit required insurance certificates	7 days after contract execution
Submit Loan Portfolio Status Program Income Reports	July 31st and January 31st
Submit the first three pages of an Appraisal for Flood Zone Information	
Submit Quarterly Financial Status Report	Per §7.4.1
Submit Quarterly Performance Report	Per §7.4.2
Submit Project Completion Report	Per §7.4.4

4. KEY PERSONNEL.

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Bianey Castro
City of Aurora
15151 E Alameda Pkwy
Aurora, CO 80012-1553
bcastro@auroragov.org

4.2 Other Key Personnel. None.

4.3 DOH Asset Manager. Brittany Bell, brittany.bell@state.co.us

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The Grant Funds shall be used for activities shown in table in **§5.2.3**.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	$720,000.00
CHC Funds	$35,893.00
CDBG Funds	$20,181.00
Total Sources	**$776,074.00**

5.2.2 Uses.

Use	Amount
Down Payment Assistance Loans	$648,000.00
Administration (Project Delivery / Program Overhead)	$128,074.00
Total Uses	**$776,074.00**

5.2.3 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1)**.

Eligible Use	Amount
Loan Fund Capital	$648,000.00
Administration (Project Delivery / Overhead Costs)	$72,000.00
Total	**$720,000.00**

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. Grantee shall provide the funds, if any, identified as "Matching Funds" in **§5.2.1**, above.

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in **§5.2.3** lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to **§18.K** of the Grant Agreement.

6. PAYMENT.

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this **§6** of **Exhibit B.**

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
Interim Payment(s)	$719,000.00	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	$1,000.00	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	**$720,000.00**	

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

City of Aurora
15151 E Alameda Pkwy
Aurora, CO 80012-1553

6.3 Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

6.4 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of:

6.4.1 [Reserved].

6.4.2 Any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B.**

7. ADMINISTRATIVE REQUIREMENTS – STATE.

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B**.

7.1 Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request.

All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

7.2 Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 *et seq*., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and
brittany.bell@state.co.us

7.3 Cost Certification. [Reserved].

7.4 Reporting. In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit B**.

7.4.1 Financial Status Report. Within twenty (20) calendar days of the end of each quarter.

7.4.2 Performance Report. Within twenty (20) calendar days of the end of each quarter.

7.4.3 Lease-up Report [Reserved].

7.4.4 Project Completion Report. Within thirty (30) calendar days of the Substantial Completion or full lease-up of the Project, whichever is later, the Grantee shall submit the AHOP Project Completion Report including all attachments, and the final Financial Status Report. If Grantee does not utilize all of the Grant Funds, then Grantee shall provide DOLA with a deobligation letter with the final completion report.

7.4.5 Davis-Bacon Payroll Reports. [Reserved].

7.4.6 Program Income. If this project generates Program Income, Grantee shall submit Program Income reports at least semi-annually, or more frequently if required by the State. These reports shall be submitted in accordance to the reporting requirements in DOLA's Program Income Guidelines (which are available on DOLA's website). **THIS PARAGRAPH 7.4.6 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT FOR AS LONG AS THE GRANTEE RECEIVES PROGRAM INCOME.**

7.5 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§§7B** and **C** of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.6 Bonds. [Reserved].

7.7 Single Family Owner-Occupied Housing Rehabilitation Program [Reserved].

7.8 Downpayment Assistance Program. Downpayment Assistance Programs ("DPA Program") shall have established policies which define the criteria and manner by which the program will be administered and reflect the most current DOH Revolving Loan Fund Guidelines (which are available on DOLA's website). As of the Effective Date of this Agreement, Grantee shall have received prior written approval from DOLA of its DPA Program policies. If Grantee modifies or changes the approved DPA Program policies or desires to issue new DPA Program policies, Grantee shall submit such changed document to DOLA for approval prior to the effective date of such policies.

The DPA Program policies shall include, without limitation, program eligibility requirements, allowable costs, AHOP maximum assistance amounts, advisory and loan committee composition and role, use of AHOP funds in conjunction with other funds, collateral requirements, files and reports, accounting, receipt and selection of applications, loan terms, inspections of units for habitability standards, program changes, relocation, conflicts of interest, and grievance/appeal procedures. DPA Program policies shall be available for review during the Project monitoring by the State.

8. PROJECT REQUIREMENTS.

8.1 Affordability Requirements - Rental. [Reserved].

8.2 Affordability Requirements – Homebuyer, and Homeowner Rehabilitation Projects/Programs.

8.2.1 Eligible Beneficiaries. All households served shall have a gross income that does not exceed 120% of the AMI. A listing of the income limits for various household sizes is attached as **Exhibit D** and updated annually by HUD and republished on CHFA's website.

8.2.2 Affordability Period – Homeownership. Using the mechanism(s) described at **§8.2.3**, below, Grantee shall ensure that each home purchased with the assistance of Grant Funds complies with the required Affordability Period specified in the current DOH Revolving Loan Fund Guidelines, which are available on DOLA's website. (DOH has determined that the Affordability Period for AHOP shall be same as the Affordability Period for CDBG, which is five (5) years.) The Affordability Period for each such home shall begin on the date the homebuyer closes on their purchase of the home.

8.2.3 Homebuyer Restriction - Recapture. All homebuyer assistance provided by the Grantee to homebuyers shall be in the form of secured debt evidenced (at a minimum) by a promissory note, and a deed of trust, and a loan agreement that continues through the Affordability Period specified in **§8.2.2**. The promissory note shall state the amount of the assistance provided; the loan agreement shall contain the Principal Residence requirement; and, the promissory note shall contain a due upon sale or transfer of the property clause. A copy of all loan documents, evidencing satisfaction of these requirements, shall be provided to DOLA at or immediately after closing.

8.2.4 Homeownership Counseling. Grantee shall ensure that the purchasing household completes homeownership counseling provided by a HUD-certified housing counselor at a HUD-approved housing counseling agency prior to the date of closing.

8.3 Program Income. Grantees shall comply with the State's Program Income Guidelines (which are available on DOLA's website) for the tracking, accounting, reporting, and use of Program Income. **THIS §8.3 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT AGREEMENT FOR AS LONG AS THE GRANTEE CONTINUES TO RECEIVE PROGRAM INCOME.**

9. PROPERTY STANDARDS

9.1 New Construction. [Reserved].

9.2 Rehabilitation. [Reserved].

9.3 Acquisition. [Reserved].

9.4 Downpayment Assistance. Existing housing that is purchased by a Beneficiary with the assistance of Grant Funds and/or Program Income shall be decent, safe, sanitary, and in good repair. At a minimum, it shall meet State and local code requirements at the time of closing. If no standards exist, then HUD Housing Quality Standards requirements in 24 CFR 982.401, or the successor requirements as established by HUD, which is incorporated by reference, shall be used. Grantee shall inspect the housing no earlier than 90 days prior to date of closing, and document compliance based upon such inspection. If the housing does not meet these standards, it shall be rehabilitated to meet these standards or it may not be acquired.

9.5 TBRA. [Reserved].

9.6 Ongoing property condition standards*:* [Reserved].

9.7 Section 504 (29 USC 793), as amended. [Reserved].

10. ADMINISTRATIVE REQUIREMENTS – FEDERAL

10.1 Affirmative Marketing Plan. [Reserved]

10.2 Minority Outreach. [Reserved].

10.3 Davis-Bacon Act. [Reserved].

10.4 Section 3 of the HUD Act of 1968 and 24 CFR Part 135. [Reserved].

10.5 Environmental Requirements. [Reserved].

10.6 Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (Section 104(d)). [Reserved]

10.7 Civil Rights. Regardless of Project type, Grantee shall comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act"), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Additional

reference information is provided in **Exhibit A**. Laws specifically relevant to this Agreement include, without limitation, the following:

10.7.1 Fair Housing Act, as amended. The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.

10.7.2 Section 504, as amended. Section 504, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10.7.2.1 Section 504 Self Evaluation. Grantee has submitted or shall submit a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with Section 504 requirements to make such reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

END OF EXHIBIT B

EXHIBIT C -
RESERVED

EXHIBIT D - RESERVED

EXHIBIT E -
RESERVED

EXHIBIT F -
RESERVED

EXHIBIT G -
SAMPLE OPTION LETTER

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Grantee** [Grantee's full legal name.]
Encumbrance Number H6AHOP34424	**Option Letter Number** (1, 2, 3, etc.)
(Current) Agreement Maximum Amount $000,000.00	**(New) Agreement Maximum Amount** $000,000.00
(Current) Initial Agreement Expiration Date Month, Day, Year	**(New) Initial Agreement Expiration Date** [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	**(New) CMS Number** (This Option Letter) 000000
Effective Date The date this Option Letter is signed by the State Controller.	

OPTIONS: *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- ☐ A. Initial Agreement Expiration Date.
- ☐ B. Agreement Maximum Amount.
- ☐ C. Project Budget.
- ☐ D. Payment Schedule.
- ☐ E. Milestones.
- ☐ F. Service Area.
- ☐ G. Responsible Administrator.
- ☐ H. Remittance Address.

REQUIRED PROVISIONS:

1. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
2. **For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
3. **For use with Option 1(C)**: The Project Budget in **§5.2** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

SAMPLE

5.2. Project Budget

5.2.1. Sources.

Source	Amount
[Source]	$x.xx
Total	**$x.xx**

5.2.1. Uses.

Use	Amount
[Use]	$x.xx
Total	**$x.xx**

5.2.3. Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1**).

Eligible Use	Amount
[Eligible Use]	$x.xx
Total	**$x.xx**

5.2.4. Pre-Agreement Costs. [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** in **§6.1** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

6.1. Payment Schedule

Payment	Amount	
Interim Payment(s)	$x.xx	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$x.xx	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$x.xx**	

5. **For use with Option 1(E):** The Milestones in **§3.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in **§1.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

1.2. Service Area. The services described within this Grant shall be provided in [Area], State of Colorado.

7. **<u>For use with Option 1(G)</u>:** The Responsible Administrator in **§4.1** of **Exhibit B**, as amended, is deleted and replaced with the following:

   4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

8. **<u>For use with Option 1(H)</u>:** The Remittance Address in **§6.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

   6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Grant:

   [Grantee Name]
   [Street Address]
   [City, State Zip Code]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO Jared S. Polis, Governor **Department of Local Affairs** By: _____ Maria De Cambra, Executive Director Date: _____	**STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: _____ DOLA Controller Delegate Option Effective Date: _____

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO'S DEPARTMENT OF LOCAL AFFAIRS, FOR A GRANT FROM THE STATE FOR DOWN PAYMENT ASSISTANCE LOANS TO ELIGIBLE HOME BUYERS

WHEREAS, the authority for this grant agreement comes from C.R.S. § 24-32-721, C.R.S. §§ 29-32-101 to 106, and Colorado House Bill 23-1301, Proposition 123 Affordable Housing Programs; and

WHEREAS, the purpose of this grant to the City of Aurora, Colorado ("City") is to assist the City's Housing and Community Development Division in providing down payment assistance loans to twenty-four eligible home buyers whose household income must be at or below 120% AMI; and

WHEREAS, the maximum amount of the grant from the State to the City's Housing and Community Development Division is $720,000.00; and

WHEREAS, in order to receive the grant funds from the State, the City will provide $720,000.00 in matching funds.

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, Colorado, and the State of Colorado's Department of Local Affairs, for a grant of $720,000.00 to the City's Housing and Community Development Division to be used to provide twenty-four eligible home buyers with down payment assistance loans is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Neighborhood Park Name Recommendation at S. Ider and E. Smoky Hill (Resolution)
Item Initiator: Abigail Scheuermann, Planner I, Parks, Recreation and Open Space
Staff Source/Legal Source: Nicole Ankeney Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field 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: Parks, Foundations & Quality of Life

Policy Committee Date: 9/25/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

09/03/2025 – At the Parks and Recreation Advisory Board (PRAB) meeting staff presented a proposed park name for the neighborhood park at the northeast corner of S. Ider Street and E. Smoky Hill immediately after the Board approved the master plan for the park. The Board unanimously approved forwarding the proposed name Skywatch Park to the City Manager's Office for City Council's consideration. (Draft minutes attached.)

09/25/2025 – The Parks, Foundations and Quality of Life policy committee approved forwarding the proposed name Skywatch Park for City Council's consideration. (Draft minutes attached.)

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

A neighborhood park, identified unofficially as Unnamed Park or Dome Park within the Wheatlands subdivision, will be built, owned and maintained by Parks, Recreation and Open Space. Resolution No. R93-37 sets forth the policy and procedure for naming city-owned parks. A park name may be submitted by a City board or commission, through the City Manager's Office to City Council for approval.

PROS coordinated internally regarding potential names and presented a short list of options to members of the public as part of the park master planning process. This short list included the names Skywatch Park, Echo Point Park, and Azul Park. PROS received feedback from members of the public in the form of an online survey question, allowing respondents to select their preferred park name or provide a write in suggestion. The majority of respondents preferred the name Skywatch Park. Based on staff discussion and research as well as feedback from members of the public, the name Skywatch Park was presented to the Parks and Recreation Advisory Board for consideration. Skywatch is a subtle reference the FAA radar dome located in the center of the park. The name also alludes to the parks high elevation, and sweeping mountain views.

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 City Council wish to approve the resolution establishing Skywatch Park as the name for the neighborhood park located at S. Ider and E. Smoky Hill advancing the item to a regular meeting?

LEGAL COMMENTS

All development and redevelopment that includes residential uses shall dedicate land on-site for neighborhood park purposes. (UDO § 146-2.4.4.G.8.a.iv.) Name requests can be recommended by a City board or commission for City-owned parks, public properties, and public facilities and shall be submitted through the Office of the City Manager to Council for approval. City Council, after a public hearing, may approve naming a City-owned park, public property or public facility following the naming of procedure prescribed in Resolution R93-37. Council may approve the name of a park by resolution. (City Charter, art. V, § 5-1) (TJoyce).

Neighborhood Park Name Recommendation

At S. Ider and E. Smoky Hill

Parks, Foundations and Quality of Life

September 25, 2025

CONTACTS

PD&C Manager

Nicole Ankeney, Manager

PROS Planning, Design & Construction

nankeney@auroragov.org

303.326.8947

Presenter

Chad Giron, Planning Supervisor

PROS Planning, Design & Construction

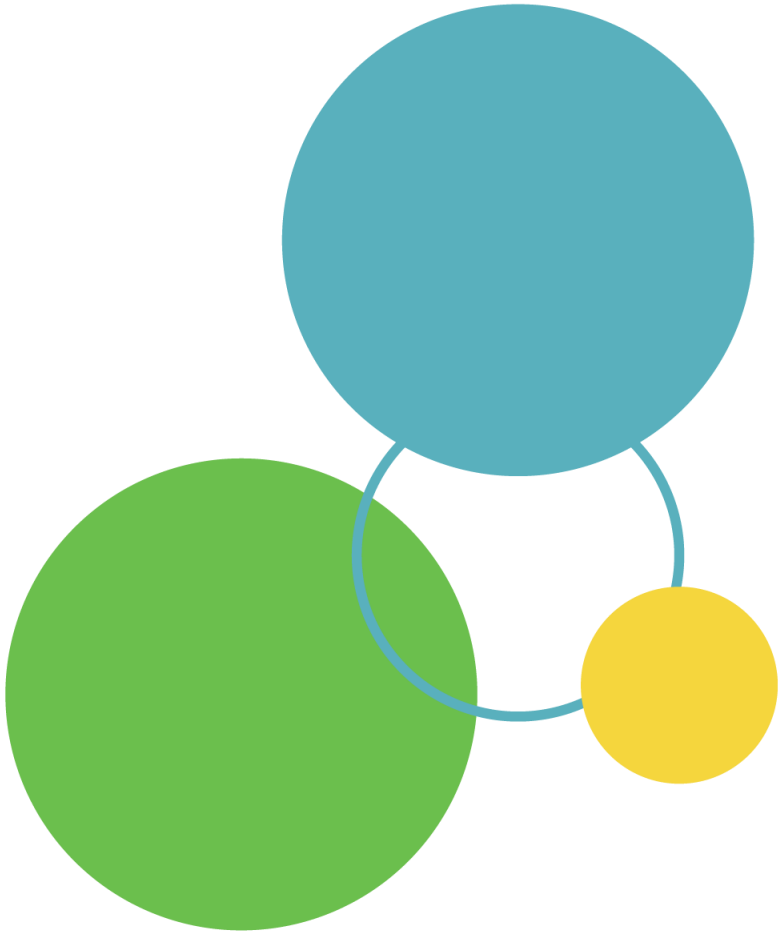
cgiron@auroragov.org

303.739.7185

Project Planner

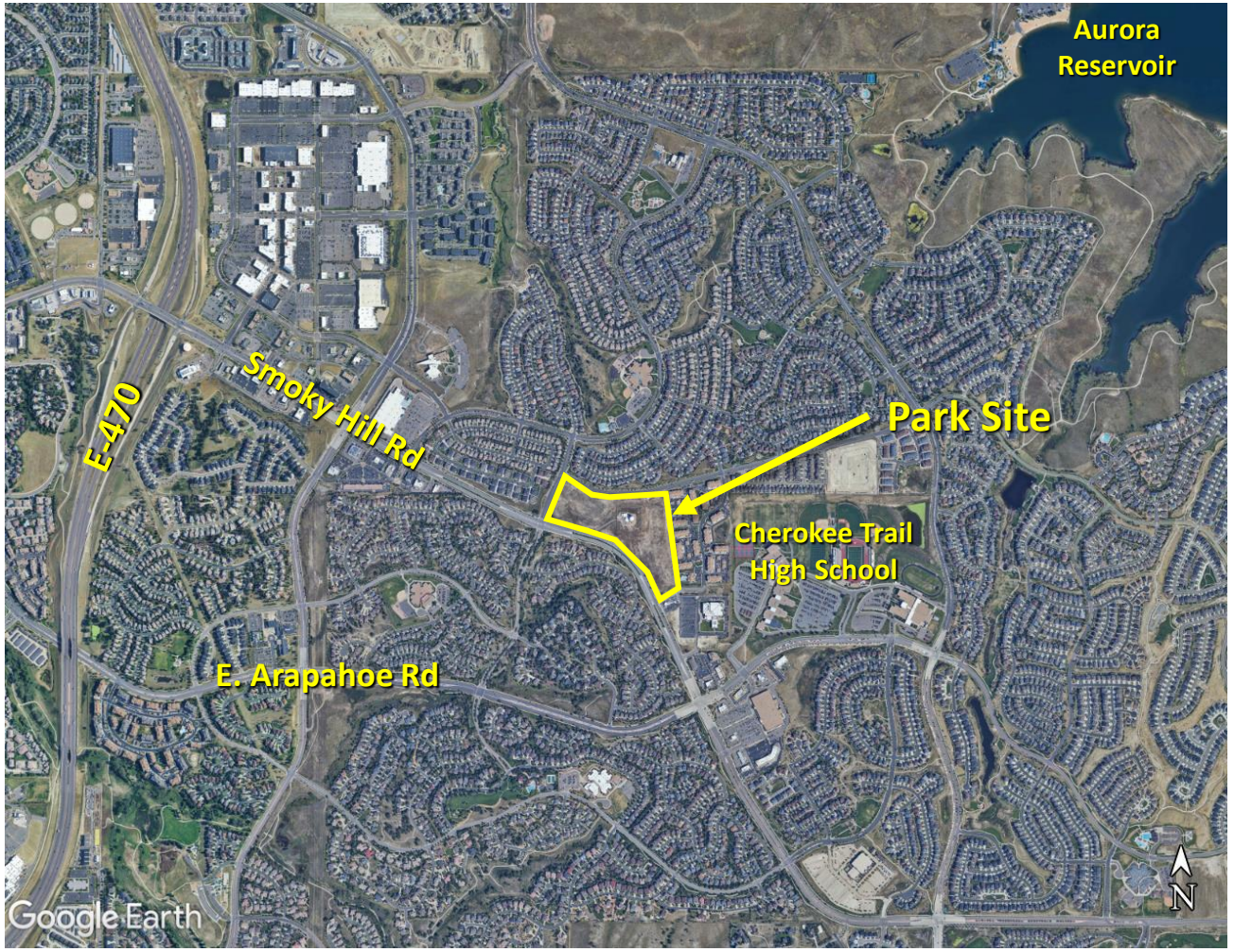
Abigail Scheuermann, Planner

PROS Planning, Design & Construction



Unnamed Neighborhood Park Master Plan:

Context Map



Unnamed Neighborhood Park Master Plan:

Context Map

- Unofficially called Dome Park or Radar Park due to the FAA Long Range Navigational Radar Dome
- FAA reviewed the conceptual master plan and provided a conditional approval

Unnamed Neighborhood Park Master Plan:

Master Plan

Master Plan:

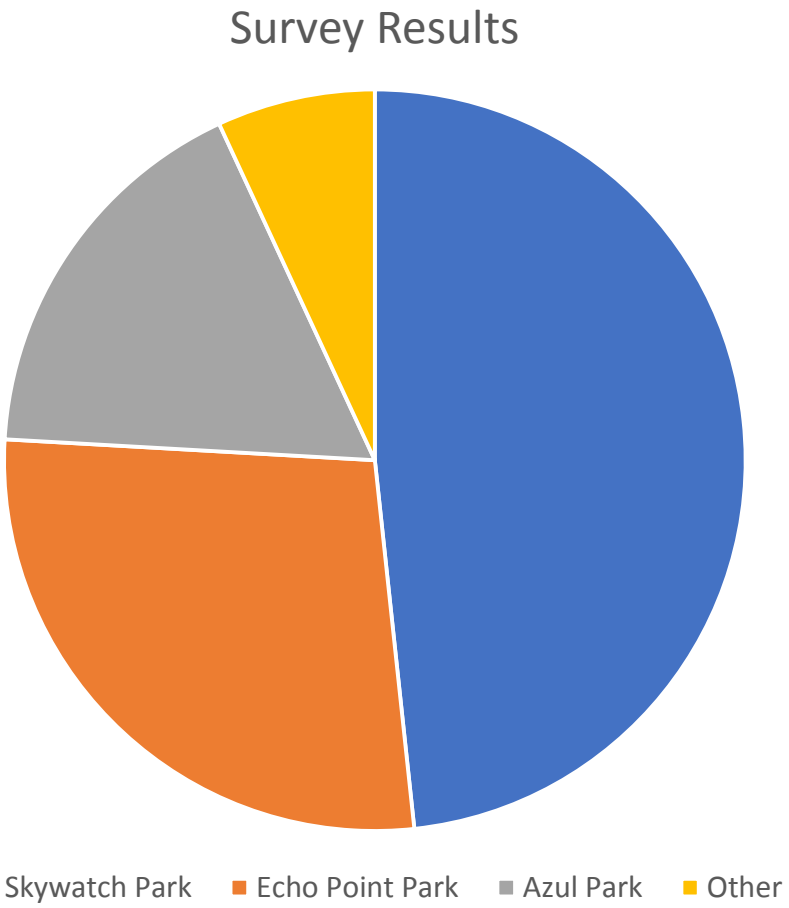
- ✓ Approved by the Parks & Recreation Advisory Board 9/3/25
- 22 Acres Total
- Dog Park – 2 areas
- Shade Shelters with Picnic Tables
- Mountain Bike Skills Trail
- Pickleball Courts (2)
- Small Open Lawn Area
- On-street Parking along E. Calhoun Dr. (~ 55 spots)
- Walking Paths (concrete and crusher fines)
- Large Open Lawn Area
- Basketball Court
- Playground Area
- Shade Shelters with Picnic Tables
- Beginner Bicycle Pump Track
- Parking Area (~ 30 spots)
- Native Landscaping

PARK NAMING POLICY

- The City Naming Policy (Resolution R93-37) outlines the procedures regarding the naming of city-owned parks.
- Geographic Markers vs. People or Places
  - ❑ Facilities proposed to be named after individuals or places need approval from the Historic Commission, in additional to full Council approval.
  - ☑ Facilities proposed to be named after geographical markers do not require Historic Commission approval before being submitted to Policy Committee and Council.
- A name can be submitted by the Parks & Recreation Advisory Board, through the City Manager's Office to City Council for approval.

Name Selection Process

- PROS staff and consultants analyzed name options that followed City Policy. A short list was presented to the public as part of our most recent park survey.
- "Write-In" Option offered.
- We received 29 responses. The results of the survey are as follows:
  - **Skywatch Park – 48.3% (14)**
  - Echo Point Park – 27.6% (8)
  - Azul Park – 17.2% (5)
  - Write In – 6.9% (2)



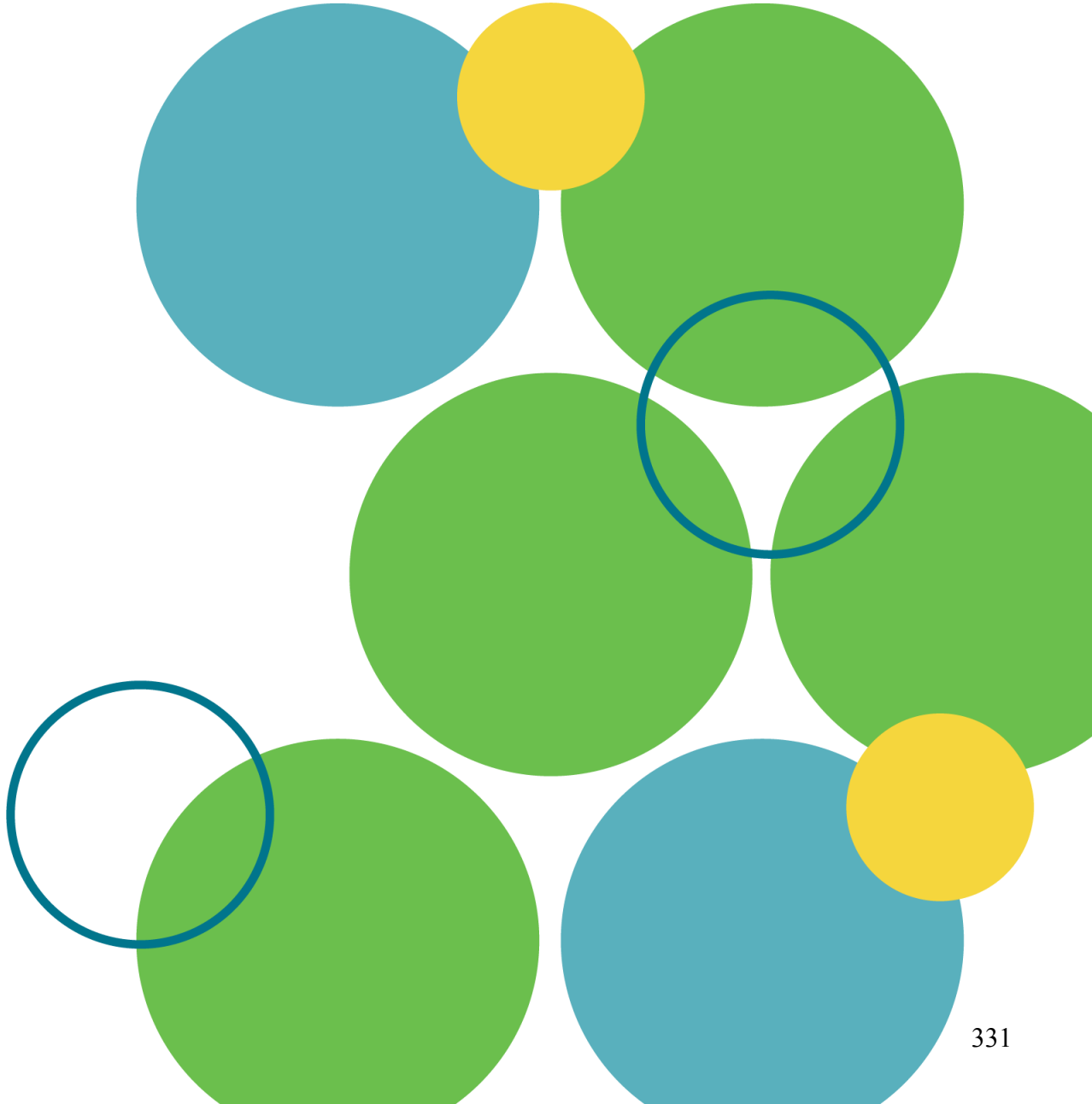
PROPOSED NAME

- The name Skywatch Park was selected.
- “Skywatch” is a subtle reference to the FAA Dome in the center of the park. It also alludes to the park's high elevation and sweeping mountain views. At around 6150 Feet, it is one of the highest parks in the PROS system in terms of elevation.

☑ 09.03.2025 - Parks and Recreation Advisory Board recommended the name moving forward to City Council for consideration.

QUESTION

Does the policy committee wish to approve the resolution establishing Skywatch Park as the name for the neighborhood park located at S. Ider and E. Smoky Hill advancing the item to a study session?



RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF NAMING A NEIGHBORHOOD PARK IN THE WHEATLANDS DEVELOPMENT AS THE "SKYWATCH PARK"

WHEREAS, the City has Resolution R93-37 pertaining to a City policy for the naming City-owned parks, public properties, and public facilities; and

WHEREAS, pursuant to Resolution 93-07, City-owned parks, public properties, and public facilities can be named for a geographic location or named to commemorate an event or a person; and

WHEREAS, proposed names for a geographic location can be submitted by a person, group, City staff, or a board or commission through the Office of the City Manager to City Council for Council's review and approval; and

WHEREAS, a neighborhood park has been identified in the approved Wheatlands development Master Plan as an "Unnamed Park;" and

WHEREAS, the Unnamed Park in the Wheatlands development will be built, owned, and maintained by the Parks, Recreation, and Open Space Department; and

WHEREAS, the Parks and Recreation Advisory Board has submitted a request to the City Manager's office that the Wheatlands development's neighborhood park be named "Skywatch Park;" and

WHEREAS, the City Manager's Office is submitting the proposed name "Skywatch Park" for the Wheatlands development's neighborhood park to City Council for their consideration and approval..

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

The City Council resolves its approval for naming the Wheatlands development neighborhood park as "Skywatch Park".

RESOLVED AND PASSED this _____ day of _____. 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

EFFECTIVE DATE: 11-29-93

RESOLUTION NO. R93-37

A RESOLUTION

AMENDING RESOLUTION NO. R85-16 RELATING TO THE NAMING OF CITY-OWNED PARKS AND PUBLIC PROPERTIES

WHEREAS, the City of Aurora is desirous of establishing a policy with regard to the naming of City-owned parks and public facilities; and

WHEREAS, the coordination role of the Aurora Historical Commission has been solicited in this regard when the suggested name commemorates an event or person.

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

That the policy on naming of City-owned parks and public facilities as follows, is hereby adopted.

1. Purpose.

To provide a uniform policy for naming City-owned parks and public facilities including all buildings, rooms, etc.

2. General Procedures.

a. "GEOGRAPHIC/LOCATION" NAMES shall be submitted by a person, group, City staff, or board or commission, through the Office of the City Manager to Council for approval. Examples include area names for parks or library facilities. No review by the Historical Commission is required.

b. "NAMES COMMEMORATING AN EVENT OR PERSON" shall be submitted through the Office of the City Manager to the Historical Commission, as follows:

1) A person or group including City representatives wishing to submit a name for consideration shall submit the request in writing.

2) The written request shall:

a) state simply the reason for the proposed naming;

b) indicate the extent of support by interested persons, organizations, the community, etc., such as petitions stating this interest and showing support by signatures;
c) show the name and address of each signer, and may only be signed by persons who have reached legal majority under the laws of the State of Colorado and are City of Aurora residents;

d) show a mailing address and telephone number.

3) If the name request is recommended by a City board or commission, the written submission will be forwarded to the Office of the City Manager for processing through the Historical Commission.

a) The Historical Commission will review the request and approve or disapprove the name submitted.
b) If approved by the Historical Commission, the name will be submitted to Council for final action.
c) If disapproved by the Historical Commission, the name will be submitted to Council for discussion at a study session. Council backup material will include the opinions/comments of both the board or commission recommending the name and the Historical Commission's reasons for disapproval.

4) Any name request submitted by individuals or groups which is rejected by the commission/board may be submitted directly to any Council Member for Council consideration.

3. Basis for Recommendation of an Event or Person Name.

Recommendation by the Historical Commission and appropriate City boards or commissions shall be based on the following:

a. If the name requested for a park or public facility is that of an event, it shall be an event which directly affected or affects the citizens of the City of Aurora.

b. If proposed names commemorating deceased persons are being considered, the next of kin shall be queried as to their wishes regarding such a request. If approved by next of kin, written documentation of approval shall be submitted. If disapproved by next of kin, no further consideration of the deceased's name will be undertaken by the Commission.

c. A park or public facility may be named for important persons in Aurora's recent or past history.

d. A park or public facility may be named for a person who donates property or contributes substantially toward acquisition or development of property.

e. If a park or facility is named for a person (deceased or living), the following shall apply.

1) The person shall have contributed in some definitive and outstanding manner to the betterment of the Aurora community, and if living authorizes the use of his/her name.

2) Race, religion, sex, or national origin shall have no bearing whatever upon approval or disapproval of the proposed name.

3) The person shall have been (or be) of good character.

f. Facilities shall not be named for service clubs, lodges, fraternal organizations, religious or educational institutions, or any other society.

4. Basis for Approval.

a. The City Manager's Office shall coordinate a review of the title status of the property reviewed with legal department and real property section to ensure City ownership is properly recorded prior to forwarding the request to the Historical Commission.

b. Recommendations will be submitted to the City Council and if approved, adopted by resolution.

RESOLVED AND PASSED this 29th day of November, A.D. 1993.

PAUL E. TAUER, Mayor

ATTEST:

DONNA L. YOUNG, City Clerk

APPROVED AS TO FORM: Charles Richardson

[r.npp]

PARKS & RECREATION ADVISORY BOARD
Public Hearing on Unnamed Park (Dome Park) Master Plan Approval
Wednesday, September 3, 2025 – 5:00 p.m.
MINUTES

PARKS & RECREATION BOARD MEMBERS PRESENT: Marty Tessmer, Chairperson; Rosie Comet, Vice Chairperson, Mike Ely, Sarah Moll, Mindy Fenton

MEMBERS ABSENT: Rick Eriksen

OTHERS PRESENT: Brian Green, Director of Parks, Recreation and Open Space; Wynter Stieger, Manager of Recreation Services; Nicole Ankeney, Manager of Parks, Planning, Design & Construction; Trent Woolley, Senior Landscape Architect, Parks, Planning, Design & Construction; Abigail Scheuermann, Planner, Parks, Planning, Design & Construction; Eick del Angel, Planner of Parks Planning, Design & Construction; Suzie Jaquith, Administrative Supervisor

OTHERS ABSENT: None

I. CALL TO ORDER: By Parks & Recreation Board Chairperson Tessmer at 5:00 p.m.

II. ADOPTION OF AGENDA: The Agenda for the September 3, 2025, meeting was approved after a motion was made by Member Moll and seconded by Member Ely.

III. ADOPTION OF PARKS & RECREATION ADVISORY BOARD MINUTES –
The August 6, 2025, meeting Minutes were approved after a motion was made by Member Moll and seconded by Member Fenton.

IV. PUBLIC HEARING: Unnamed Park (Dome Park) Master Plan Approval

A. Trent Woolley, Senior Landscape Architect, Parks, Planning, Design & Construction, provided a slideshow presentation which included public hearing process, approval process, conceptual plans, and architectural renderings.

- Unnamed Neighborhood Park (Dome Park) is a 22-acre parcel of land located east of S. Ida St., south of E. Callhoun Drive, north of Smoky Hill Rd., and west of E. Ottowa Place.
- Public engagement included a total of three meetings. Public meeting #1 was held October 10, 2023 with 32 attendees. The post meeting survey received 291 responses. Top amenities preferred included play area, walking paths, shade/picnic shelters and dog park. Public meeting #2 was held January 29, 2025 with 21 attendees. The post meeting survey received 45 responses. Three concepts were presented with Concept #3 being the preferred plan. Top amenities preferred from all concepts included pickleball courts, additional trails, dog park, play area and mountain bike trails & pump track. Public meeting #3 was held May 20, 2025 with 26 attendees. The post meeting survey received 19 responses. The final concept was presented which included trails, pickleball courts, picnic shelters, playground area, mountain bike trials and a dog park. 58% of respondents agreed that the proposed master plan amendment met the recreation needs of their household.

NOTE: *By simple majority vote, Board may re-establish Agenda order. Quorum is reached with five members.*

DRAFT

- Due to a Federal Aviation Administration (FAA) long range navigational radar dome located within the park site, a conceptual master plan was provided to the FAA for conditional approval. The FAA approved the master plan with the following restrictions. No structures within 500' radius of radar dome; nothing taller than 6,180 ft. above sea level. PROS Department made the decision to keep the active uses in the park outside the 500' radius.
- A map and conceptual views of the Unnamed Neighborhood Park Proposed Master Plan were shared with the board. Proposed items include a dog park, shade shelters, mountain bike trail, two pickleball courts and one basketball court, walking paths, playground area, beginner bicycle pump track, lawn areas and native landscaping and approximately 30 parking spaces in a parking lot with another 55 on-street spaces along E. Calhoun Drive
- Staff Recommendation – The PROS approval criteria was shared with the Board and staff confirms the Unnamed Neighborhood Proposed Master Plan complies with PROS approval criteria. Staff recommends Board approval of the Unnamed Neighborhood Proposed Master Plan.
- Staff Question for Consideration – Does the Board wish to approve Unnamed Neighborhood Proposed Master Plan?

B. Feedback and Questions from the Board

- Member Comet asked if a shade area with picnic tables is planned near the playground area. Trent Woolley, responded, yes. Member Comet asked if there were more shade areas planned for other parts of the park. Trent responded, yes, near the pickleball courts and mountain bike area. Member Comet asked if pickleball courts will meet the distance requirement away from residential areas. Trent responded, yes.
- Member Ely asked what the buffer is between the bicycle paths and surrounding streets. Trent responded, the dedication manual requires paths be at least 50 feet from any type of roadway. PROS is coordinating with Public Works Department to ensure safety requirements are met. Member Ely asked if parts of the park will include on street parking. Trent responded, yes, there will be on street parking along E. Calhoun Drive on the north side of the park. Member Ely asked what the bike path surface will be. Trent responded, compacted crusher fines will be used.
- Member Tessmer asked what the accessibility plans are. Trent responded, staff ensure accessibility requirements are met throughout the planning and design process. Some things considered are widths and slopes of paths and accessibility in and out of the park site. The playground will have accessible features, as well. A civil review with Public Works Department will happen to review accessibility and may make recommendations such as crosswalks with flashing lights and upgrading or installing new curb ramps. Member Tessmer asked if enclosures are planned to house the portable restrooms. Trent responded, yes, the enclosures will have three sides.
- Member Tessmer asked what will happen to the prairie dog colonies. Trent responded, the park site is not contiguous to any open space. Staff will consider the best options for removal. Member Tessmer suggested planting trees in groves to provide more shade.

DRAFT

C. Announcement of the Opening of the Public Hearing – Vice Chairperson Tessmer announced the opening of the public hearing.

D. Public Invited to be Heard

- Q. What type of seating or shade provisions are planned near the pickleball courts?
  - A. A shade shelter and picnic tables are planned.
- Q. Will there be restrooms facilities?
  - A. Neighborhood parks typically have vault toilets or portable toilets. Plans allow for accommodations on both sides of the parks.
- Q. What will be the surface of the dog park and will there be running water?
  - A. An aggregate surface will be used. There will not be running water.
- Q. Will there be signage prohibiting the use of motorized vehicles on the mountain bike paths?
  - A. Yes, there will be signs placed that follow the city of Aurora parks rules and regulations. Park Ranger staff will include the park into regular patrol schedules.
- Q. Is drainage a problem at the park site?
  - A. The next stage of the master planning process will be the construction documents stage where the site will be reviewed as whole and grading and drainage will be addressed.

E. Follow-up Questions or Comments from the Board

- None.

F. Announce the Close of the Public Hearing – Vice Chairperson Tessmer announced the closing of the public hearing.

G. Board Motion and Vote on approval of Unnamed Neighborhood Master Plan.

- Vice Chairperson Tessmer requested a motion be made by board members to vote on the approval of the Unnamed Neighborhood Master Plan. Member Moll made the first motion to vote, and Member Comet seconded the motion. The motion was voted on by all board members and was approved unanimously.

V. Recommendation for Naming of Unnamed Park at S. Ider and E. Smoky Hill Road (Dome Park).

A. Abigail Scheuermann, Planner, Parks, Planning, Design & Construction provided a slideshow presentation for recommendation for naming of Unnamed Park.

- Park naming policy, Resolution R93-37, was shared outlining the procedures for naming of city owned parks.
- Facilities proposed to be named after individuals or events need approval from the Historic Commission, in addition to full city council approval.
- Facilities proposed to be named after geographical markers do not require Historic Commission approval before being submitted to city council policy committee and city council.
- The name being proposed for Unnamed Neighborhood Park is geographical in nature and does not require approval of Historic Commission approval.

DRAFT

- A name can be submitted by the Parks & Recreation Advisory Board, through the City Manager's Office, then to city council policy committee, and ultimately to city council for final approval.
- PROS staff and consultants analyzed names options that followed city policy. A short list was presented to the public as part of the most recent park survey. 29 responses were received. The results were as follows: Skywatch Park – 48.3%, Echo Point Park – 27.6%, Azul Park – 17.2% and Write Ins – 6.9%.
- Based on the survey, the name, Skywatch Park, is submitted for Park & Recreation Advisory Board consideration.
- "Skywatch" is a subtle reference to the FAA dome in the center of the park. It also alludes to the park's high elevation and sweeping mountain views. At around 6150 feet, it is one of the highest parks in the PROS parks system.
- Staff requested the board to take action by making a motion regarding the proposed park name.
- Question – Does the Board wish to forward Skywatch Park as the recommended park name to the city council policy committee and city council for final approval?

B. Feedback and Questions from the Board

- None.

C. Board Motion and Vote on Recommendation for Naming of Unnamed Park at S. Ider and E. Smoky Hill Road

- Vice Chairperson Tessmer requested a motion be made by board members to vote on the approval to forward the recommended name, Skywatch Park, to the city council policy committee and city council for final approval. Member Comet made the first motion to vote, and Member Ely seconded the motion. The motion was voted on by all board members and was approved unanimously.

VI. STAFF UPDATES

A. Wynter Stieger, Manager of Recreation Services, gave an update on Recreation Services.

- Aurora Minicon, a collaborative special event between PROS Department and Libraries and Cultural Services Department, is scheduled for September 27, 2025 at the Aurora Municipal Center Campus. Southeast Recreation Center Pool will be closed starting September 8, 2025, for repairs with a planned re-opening the first week of October. Family changing rooms at Central Recreation Center will be closed starting September 27, 2025, to repair a draining issue. Outdoor pools closed for the season after Labor Day weekend.
- Brian Green, Director of Parks, Recreation and Open Space Department announced an emergency purchase order was issued to a firm to complete repairs at Utah Pool. The repair project is extensive, and the pool is estimated to be closed through February of 2026.

DRAFT

VII. BOARD MEMBER REMARKS

A. Comment from Board Members

- Member Ely reported that during his last visit to Southeast Recreation Center, it was noticed that staff were not present in the fitness area of the center. Member Ely asked if there was a set schedule for staff to make routine rounds to all areas of the center. Wynter Stieger responded, yes, especially during peak times. He will follow up with staff. There is a full-time fitness supervisor on site available 40 hours a week to address any concerns or provide orientations on fitness equipment.

VIII. FUTURE MEETINGS

A. October 1, 2025 – Virtual, MS Teams

IX. ADJOURNMENT – Member Moll made a motion to adjourn, and Member Comet seconded. The motion passed at 6:03 p.m.

_____ _____

Marty Tessmer, Vice Chairperson, Parks & Recreation Advisory Board

Suzie Jaquith, Administrative Supervisor

ADOPTED _____

DRAFT

NOTE: *By simple majority vote, Board may re-establish Agenda order. Quorum is reached with five members.*

Parks, Foundations, and Quality of Life (PFQL) Meeting
September 25, 2025

Members Present: Council Member Ruben Medina, Chair; Council Member Crystal Murillo, Vice Chair, Council Member Alison Coombs, Member

Others Present: L. Perry, B. Green, N. Ankeney, C. Giron, W. Levine, S. Brainard, L. Morales. T. Joyce, W. Stieger, A. Camacho, T. Tully, M. Krebsbach, T. Bryant, A. Morris, B. Mendoza Ortega

1. CALL TO ORDER

Council Member (CM) Medina welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. Minutes for Approval

The July 24, 2025 minutes were approved.

3. ANNOUNCEMENTS

No announcements.

4. AGENDA ITEMS

4.a. Neighborhood Park Name Recommendation at S Ider and E Smoky Hill (Resolution)

Summary of Issue:
Chad Giron, Planning Supervisor, presented the Neighborhood Park Name Recommendation at S Ider and E Smoky Hill (Resolution). This presentation covered details about the park size, location, and unique details, naming policy guidelines, and some details of the park Master Plan. After community outreach, a short list of possible names was submitted to the public to vote. Of the 29 responses received, 14 votes (48.3%) were for the name Skywatch Park. On September 3, 2025, the Parks and Recreation Advisory Board approved the proposed name. The name proposal is now being brought to the PFQL committee to consider moving the proposed name forward for full Council approval.

Committee Discussion:
CM Coombs commented that staff did a great job getting community input and that the proposed name makes a lot of sense. She also liked the inclusion of a bike skills area in the park master plan and hoped to see more of those in other parks moving forward.

CM Murillo complimented staff on the community outreach and engagement in the park naming. Including the public in the naming process is a great way to generate a feeling of park ownership and community inclusion.

CM Medina asked if the access road to the FAA Long Range Navigational Radar Dome, located in the center of the park, will be fenced off. Brian Green, PROS Director, replied that access to the dome itself is currently fenced off, but the access road will not be. It is not heavily used. Citizens will still be able to cross the access road to reach other parts of the park without having to go around.

Outcome:
The Committee members unanimously supported moving the item to Study Session.

Follow-up Action:
The item will move forward to Study Session.

CITY OF AURORA
Council Agenda Commentary

Item Title: Mount Nebo Memorial Park and Cemetery Local Landmark Nomination (Resolution)
Item Initiator: Chris Geddes, Museum Program Supervisor, Library and Cultural Services
Staff Source/Legal Source: Chris Geddes, Museum Program Suprevisor, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Outside Speaker: Sheila Abrahamsson, Mount Nebo Administrator, Nomination Author
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: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Danielle Jurinsky, Council Member
Chris Geddes, Museum Program Supervisor, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Outside Speaker: Sheila Abrahamsson, Mount Nebo Memorial Park and Cemetery
Estimated time: 10 mins

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: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

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 first discussions of local landmark designation for the Mount Nebo Memorial Park and Cemetery started in 2005. In April 2025, the Historic Preservation Specialist (Chris Geddes) and her hired historic preservation consultant for a project drove through the Mount Nebo cemetery. The consultant, being Jewish, knew a lot of the names on the headstones. as well as the administrator of the cemetery. He set up a meeting and in May 2025, Historic Preservation Specialist Geddes, the consultant, and an HPC member met with the two cemetery administrators. They were excited about local landmark designation, discussed it with the cemetery board and started working on the nomination immediately. HPS Geddes provided support and notified the Historic Preservation Commission of the upcoming nomination and was met with much enthusiasm. The HPC is supportive of the nomination and at their September 9, 2025, meeting approved recommending the nomination to City Council. Meeting minutes will be typed up immediately following the meeting in order to submit them on 9/10/2025.

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

This is a Local Landmark nomination on the Mount Nebo Memorial Park and Cemetery, prepared by cemetery administrator Sheila Abrahamsson (additional material compiled by HPS Geddes). The property, an Orthodox Jewish Cemetery associated with the BMH Congregation, dates back to 1898 at this location, 11701 E 13th Avenue. The cemetery is significant for it being the resting place of thousands of Jewish citizens from the metro Denver and Aurora area, many of them prominent Jewish community members. These would include such members as AB Hirschfeld of the AB Hirschfeld Press; Benjamin Krasner of Lakeside Amusement Park notereity; members of the Perlmutter family who have built thousands of buildings in the Denver metro area (including Aurora); and well known artists, performers, and singers. The landscape of the cemetery is also important with the tree lines curving streets, headstones with Hebrew quotes, ornamentation, and pictures, and Jewish cultural traditions such as a basin and water pump to wash hands after visiting a loved one and buckets of stones to place on headstones to show that departed ones are not forgotten. Finally the nomination is a visual landmark in the neighborhood with its mature trees towering over the property, its stone pillars at the entrance, and its placement in the Del Mar Parkway neighborhood being a recognizable feature of the area. People drive by the cemetery on a daily basis headed to school at Aurora Central High School, to church and school at St. Therese Catholic Parish (also an Aurora Local Landmark), to and from work along Colfax or Peoria, and visiting friends' and families' houses around the property. Many local residents take their daily walks through the cemetery as well. The Mount Nebo Memorial Park and Cemetery meets Criteria 2, 3, and 6 of the Aurora Local Landmark criteria and therefore is being recommended to move forward through the City Council. Councilwoman Jurinsky is sponsoring this nomination.

The PR+ Committee Co-Chair approved this item moving forward to City Council for consideration.

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 Pr+ Committee wish to support moving the Local Landmark nominaton for the Mount Nebo Memorial Park & Cemetery forward to Study Session?

LEGAL COMMENTS

The purpose of historic preservation is to establish historic areas and landmarks for the educational, cultural, and economic benefit of Aurora's citizens. (UDO § 146-2.6.5.). 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 for the approval of adjustments to the provisions of this UDO related to those properties, 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 is required to conduct a public hearing on all landmark, landmark site, or historical district applications. (UDO § 146-5.4.1.D.2.a.iii). 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). (TJoyce)

FELDMAN

Traditional Values
Jewish Burial & Memorial Experts

Modern Choices
Creative Celebrations of Life
Unique Alternatives to Burial

Aurora City Council
15151 E Alameda Pkwy
Aurora, CO 80012

Dear Honorable Members of the Aurora City Council,

I am writing to express the deep historical and cultural importance of Mount Nebo Cemetery to the Jewish community of Colorado. Mount Nebo has been a sacred space for Jewish families for over 100 years and honors the contributions, traditions, and history of Colorado's Jewish population.

The gravestones at Mount Nebo tell the story of families who helped build Colorado, from immigrants escaping persecution to community leaders, veterans, and Holocaust survivors. These markers represent the collective history of perseverance, integration, and contribution that Jewish Coloradans have made to our area.

As Aurora continues to grow, I urge you to recognize and protect this site not only as a cemetery but as a place of historical and communal significance.

Be well,

Jamie Sarche

Director of Pre-Planning

James R. Cohen
President, 4th Generation

Stephen J. Cohen
3rd Generation

Dorothy Feldman Cohen
1916-2012, 2nd Generation

Aaron L. Cohen
1913-1993, 2nd Generation

Samuel J. Feldman
1890-1937, Founder

1673 North York Street
Denver, Colorado 80206
303.322.7764
www.FeldmanMortuary.com
www.FeldmanMemorial.com

June 4, 2025

Jay Siegel
Administrator
Mount Nebo memorial Park and Cemetery
560 South Monaco Street Parkway
Denver 80224

Dear Mr. Siegel:

I highly recommend that Mount Nebo Cemetery should be officially declared a landmark. If Mount Nebo Cemetery does not qualify as an Aurora landmark, no place does. Since it interred its first bodies in 1904, Mount Nebo has been part and parcel of burgeoning Aurora. Not only is it among the city's oldest, continually functioning institutions, but it illustrates the evolution of the community. The burial ground is literally part of the history of metro Denver. The place additionally is linked to the growth of Aurora and the many changes that have occurred on nearby Colfax Avenue.

Originally, Mount Nebo was isolated from the heart of Aurora, land mostly to the east of Havana Street. Before Beth HaMedrosh Hagadol (BMH), the area's oldest Traditional Jewish congregation, gained possession of land in 1904, the property had been part of a grant to the Kansas Pacific Railroad for building into the area in 1870. Later the real estate was Boston Heights Second Filing. Evidence indicates that part of the property might have been used as a dump. Possibly, the space was once reserved for a never-developed reservoir. Into the 1960s, the Sand Creek Lateral of the High Line Canal flowed near the western edge of the hallowed grounds.

The nearly 10,000 bodies at Mount Nebo reflect the diversity of both the Jewish community and the metropolis as a whole. The cemetery opened right when numerous Jews of East European origins were pouring into Colorado. Many suffered from tuberculosis, hoping that the area's supposedly healthy air would help them recover their health. Others were merchants, adventurers, and everyday wageworkers. In the late 20th century, a new influx of Jews from what was once the Soviet Union further accentuated the international character of this final resting place in the heart of old Aurora.

Eye-catching monuments fill Mount Nebo. Some are works of modern funereal design. Besides religious symbolism, here and there are pithy sayings on tombstones. The marker at the grave of Louis Marinoff, for example, asks, "Oh death who can fathom thee, or thy purpose beyond the grave?" The large marker of Holocaust survivors Kurt and Lotte Heimann observes that "It's no use to wait for your ship to come in unless you have sent one out." Another monument includes the image of an automated teller machine. Supposedly this was a joke whereby the deceased figured that the presence of the seeming source of cash assured that members of the family would always come out to visit him.

As a Jewish cemetery, Mount Nebo naturally reflects the values and aspirations of pious religious leaders. It recalls Rabbi Charles E. H. Kauvar who was the spiritual leader of the BMH for 50 years, forging the congregation during the first half of the 20th century. Samuel Adelman, who subsequently led the BMH, is also on the grounds. So is Max Frankel. For decades, the educational director of Temple Emanuel, Frankel was also well known as the chaplain to Jewish prisoners in Colorado.

Complementing the devout, Mount Nebo is also the final resting place of secular Jews . Some were outspoken such as art gallery owner Peter Natan, political critic Ben Hurwitz, and Marshall Bloom, an activist opposing the Vietnam War who was the founder of Liberation News Service. Additionally, there are people from the worlds of sport, literature, and music. Caterers and influential restaurateurs are on the grounds.

Acclaimed physicians are at Mount Nebo. Among them was Herman Schwatt, once the medical director of the Jewish Consumptives' Relief Society in Lakewood, the country's largest tuberculosis facility serving the Jewish community. His wife, May Arno, was once a star of the stage and opera. Additionally, she was a renowned performer of Russian folk dances and a teacher who earned the respect of generations of students. Manny Salzman was a premier radiologist who was a pioneer in loft living in Lower Downtown.

The Moe Miller family once ran the region's largest supermarket operation, Miller's. Its founders are at Mount Nebo. So are members of the unrelated Joe Miller family, a brood most influential in livestock, real estate, development, and politics. Modern builders, led by the likes of Bob Loup also spend eternity at Mount Nebo.

Numerous politicians are on the ground. Harry Rosenthal, for example, was an early Jewish member of the Denver city council. Abraham B. Hirschfeld was not only a most successful printer, but he was also a member of the state legislature. Ben Klein was another colorful lawmaker. During the 1970s, members of the Bezoff and Lusky families were crucial players in regional politics.

A listing of those buried at Mount Nebo is just the beginning of why the grounds should be a landmark district. For more than 20 years from the 1950s to the 1970s, the cemetery engaged in sometimes contentious negotiations with Aurora about the use of the property. That story reflects the growth of Aurora from simply a Denver suburb into a city in its own right.

Part of Mount Nebo's negotiations with Aurora saw the relocation of the main gate of the cemetery from 11658 Colfax Avenue to 13th Avenue near Nome Street. In the process, Colfax Avenue to the north of the cemetery grew as a commercial strip that reflected the mixed character of the street and the area as a whole. South of 13th Avenue, the cemetery has blended in with the campus of Aurora Central High School at 11th Avenue. All the while, the burial spot has been a wonderful green oasis. It is not simply a memory to our antecedents, but also very much a facility appreciated by the living and the sign of the promise of tomorrow. By all means, Mount Nebo should be declared an official landmark.

Sincerely,

Phil Goodstein

Phil Goodstein is the author of 30 books on the history and character of Denver. He is currently working on a volume, *Denver's Jewish Cemeteries*, which includes a lengthy chapter on Mount Nebo.

Richard Huttner

Chairman of the Mount Nebo Cemetery Board

August 7, 2025

Historic Preservation Commission
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80012

Re: Letter of Support for the Historical Designation of Mount Nebo Cemetery

Dear Members of the Historic Preservation Commission,

I am writing to express my strong support for the designation of Mount Nebo Cemetery in Aurora, Colorado, as a historic landmark.

Mount Nebo Cemetery holds deep cultural, historical, and social significance to the Jewish community of Aurora and the greater Denver metropolitan area. Established in 1898, this cemetery has served as a final resting place for generations of Jewish residents, reflecting the religious, cultural, and community traditions that have shaped Aurora's identity over the past century.

In addition to its religious importance, Mount Nebo is a vital piece of Aurora's broader historical landscape. The site provides tangible connections to the early Jewish community's contributions to the growth and development of Aurora. Its markers, inscriptions, and layout offer invaluable insight into the customs, values, and genealogical ties of the people buried there—many of whom were immigrants, pioneers, and civic leaders.

Protecting and recognizing Mount Nebo Cemetery through historic designation will ensure that future generations understand and appreciate the depth and diversity of Aurora's heritage. Preservation will also honor the memory of those interred and maintain the dignity and integrity of a site that has long served as a cornerstone for Jewish life and remembrance in the region.

I respectfully urge the Commission to approve the application for historic designation and to preserve this sacred and historically rich site for the benefit of our entire community.

Thank you for your consideration and for your continued dedication to preserving Aurora's unique and diverse history.

Sincerely,

Richard Huttner

AURORA LANDMARK PROPERTIES

NOMINATION FORM

City of Aurora
Historic Preservation Commission

SECTION A: SITE INFORMATION AND DESCRIPTION

1. *Name of Nominated Site*

Historic Name: **Mount Nebo Memorial Park**

Current Name: **Mount Nebo Memorial Park & Cemetery**

2. *Address of Property*

Street Address: **11701 E 13th Avenue**

County: **Arapahoe** Zip Code: **80010**

3. *Geographic Description*

P.M.: **6th** Township: **4S** Range: **67W**

S½ of NE¼ of NE ¼ of Section: **2**
E½ of NW¼ of NE¼ of Section: **2**
UTM: Zone **13S** UTM East: **512678.09** UTM North: **4398645.31**

Quad Map: **Fitzsimons** Year: **1964, Rev 1994** Map Scale: **7.5**

Lot(s): **1** Block: **1**

Addition: **Mt Nebo Cemetery Comfort Station Sub 1st Flg** Year of Addition: N/A

Boundary Description:
See the attached map delineating the local landmark boundary.

4. *Legislative Information*

Aurora Ward #: **1** Colorado House District: **42** Colorado Senate District: **28**

5. *Site Owner*

Current:
Name: **Mount Nebo Memorial Park & Cemetery**
Address: **560 S Monaco Street Pkwy** Phone: **303/951-8236**
City: **Denver** State: **CO** Zip: **80224**

Historic:
Name(s): **BMH Congregation**
Source(s) of information: Arapahoe County ARAPAMAP; Mount Nebo Memorial Park & Cemetery Records/ Archives

6. *Site Classification*

[ ] building(s) [ ] district [X] site [ ] structure [ ] object [ ] area

7. *Site Condition*

[X] excellent [ ] good [ ] fair [ ] deteriorated [ ] ruins

8. *Site Location*

[X] original location [ ] moved (date of move _____)

9. *Site Use*

Historic: **CEMETERY**

Current: **CEMETERY**

SECTION B: DESIGN AND CONSTRUCTION INFORMATION

10. *Date of Construction:*1898; 1932; 1947; 1970s; 2015
Source of information: Building permits; Mount Nebo Memorial Park & Cemetery Records/ Archives; Phil Goodstein, Historian & Author

11. *Physical and Site Description:*

Overview

The cemetery has 33 acres of developed land with iron gates and stone pillars at the entrance (over 55 acres total to allow for expansion). Once you enter, there is a building on the east (right) side with restrooms and an office. Twelve north/south streets and six east/west streets provide access to the entire cemetery. Approximately 9,600 burials exist on the property. Trees are placed throughout, with more mature trees on the west side than the east. Headstones exist in all shapes and sizes with materials consisting of concrete, granite, and other stones. Some headstones display photos of the departed family member; some have quotes in Hebrew; some have no names, dates or inscriptions; some are simple blocks; and some are sculptural pieces of art. A basin stands near the entrance, shaded by trees. Adjacent to the basin is a pedal to pump water into a cup for hand washing after visiting the cemetery. A maintenance facility, a commemorative obelisk, and a stone memorial building are also located on the north end of the grounds. The cemetery is surrounded by a wrought iron gate on the south/main entry side, and wood picket fencing on the west, north, and east sides.

Buildings/ Structures/Objects

Cook Family Memorial Structure

The Cook Family Memorial Structure is one of very few buildings in the cemetery. The rectangular building is covered by a front gabled granite roof. Walls consist of rectangular panels of granite with front corner buttresses constructed of the same granite. A Tudor arch surmounts the double door entry of the north façade, which is accessed by two granite steps. Six vertical lights exist in each door. A Star of David motif is centrally located above the door. The name COOK is etched into the granite, just west (right) of the double doors. Shrubs partially obstruct a stained glass window on the south (rear) wall. Half walls flank either side of the north

façade; a low black wrought iron fence encloses the graves and headstones of the Cook family and related family members. The headstones are made of the same granite of the structure. No remains are inside of the structure.

Maintenance Area
A maintenance area is located at the north end of the cemetery property. PVC/vinyl gates enclose a large concrete pad and driveway. To the east of the concrete pad is a side gabled, one-story 1970s building covered with asphalt roof shingles and horizontal wood siding. Two garage doors- a single car and a two-car overhead door – are placed on the west façade. Deep overhanging eaves shelter cameras and security lighting.

Just west of the maintenance area entry gates is a cylindrical water tank with "X" bracing that is no longer in use. On the far west end of the maintenance area stands a metal storage container. It is rectangular with a flat roof and a single overhead garage door on the east façade. Though set up as a temporary storage building, it has been here for some time.

Obelisk
West of the maintenance area, and near where the original entrance came into the cemetery, is a marble obelisk surrounded by dirt (the area adjacent to it is being prepped for landscaping and burials). Constructed in 1932 to commemorate the 200th anniversary of George Washington's birth, the object is approximately six feet tall with an attached plaque. The plaque notes that the Ladies Shroud Society planted 200 trees and funded the obelisk in honor of the first President of the United States.

Office/Restroom Building
Constructed in 2015, the office/restroom facility is placed just inside the entry gates to the east. It is a one-story square concrete block building covered by a concrete shingled hipped roof. The men's restroom is on the east (left) while the women's restroom is on the west (right). Doors to each restroom are recessed under the roof on the north façade. A metal door with security grille faces west and provides access to the cemetery office (adjacent to the women's restroom door). A fixed tripartite window sits under the roof on the north façade. The east wall exhibits an aluminum hopper/ awning window, the south (rear) wall an aluminum hopper/awning window, and the west wall a covered window opening.

Small Shed
A small shed is located just west of the entry gates. The structure has an asymmetrical side gabled asphalt roof. Vertical metal panels make up the walls with a pedestrian door and paired casement windows on the north façade. The east and west walls display venting panels. There is a single window on the west wall. The shed was constructed at an unknown date.

Original Structure: Additions or Alternations: There do not appear to be alterations to the buildings/structures.

Source of information: Observation and review of permit files, Mount Nebo Memorial Park Records/ Archives

12. *Architect, Builder, Engineer, Artist, or Designer*

Name: N/A Location**:**

Source of information:

13. *Architectural Style/Engineering Type*

Type/Style: N/A

Source of information:

SECTION C: SITE SIGNIFICANCE

14. *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.

[**X**] 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

15. *Period of Significance*

Period of Significance: 1898-1975
Justification: The period of significance was selected to reflect the first burial in the cemetery and ends in 1975. Fifty years before the present (1975) is used as a closing date for the period of significance as activities begun historically continued to have importance and no more specific date can be defined to end the historic period.

16. *Significance Statement*

The Mount Nebo Memorial Park & Cemetery is significant for its connection to the Jewish community as one of three Orthodox Jewish cemeteries in the Aurora and greater Denver area . Only Jewish people and spouses/family members who are Jewish or have converted to Judaism are allowed to be buried in the cemetery (**Criteria 1)**. The cemetery is the final resting place for multiple important Jewish people, such as A.B. Hirschfeld of the A.B. Hirschfeld Press; the Cook family who founded and operated the Dave Cook Sporting Goods empire for decades; and the

Perlmutter family, known for building thousands of houses and multiple shopping centers around the metro area (**Criterion 2)**. The cemetery is also significant for its landscape architecture as a well-designed early 20th cemetery with curved streets, mature trees, and a variety of headstones, some of which are artistic in nature (**Criterion 3)**. Finally, the cemetery is eligible as a visual landmark in the neighborhood; people know where they are based on passing the stone pillars and iron gates that provide access to this quiet resting place. Long term residents recall the entry gates originally being on East Colfax Avenue and moved to East 13th Avenue. The trees clustered on the west side of the cemetery are visible from many areas around. Neighbors who live in the area surrounding the property walk their dogs in the cemetery, local kids ride bikes on the tree-lined streets, and the cemetery board holds events inside the grounds for all to attend (**Criterion 6**). Based on these contributions, the Mount Nebo Memorial Park & Cemetery is eligible for recognition as a Local Landmark under Criteria 1, 2, 3 and 6.

Historical Background

Mount Nebo Memorial Park is an Orthodox Jewish cemetery, governed by Orthodox Jewish laws. All those buried must be Jewish, either by birth or conversion. Burial occurs as soon as possible after death, ideally within 24 to 48 hours. Tahara, the Jewish ritual of washing and preparing the body for burial, is performed by the Chevra Kadisha, a burial society. The body is wrapped in a simple cloth shroud for burial. In Jewish tradition, everything on the body must be returned to the Earth so no jewelry or other garments are buried with the body. Preparation of the body for burial is extremely important in the Jewish faith. Orthodox Jewish cemeteries ensure that proper treatment occurs and Jewish people are not buried with non-Jewish members.

There are many cultural customs practiced in a Jewish Orthodox Cemetery. Throughout the cemetery you will find buckets with rocks in them. The rocks are there for visitors to place on their loved one’s headstones. Placing a stone on the headstone is a way to honor and acknowledge their memory. It is a gesture that shows the mourner visited and paid their respects. Also, unlike flowers, stones are enduring, symbolizing the lasting impact of the deceased and their legacy. Some believe that the stones help keep the soul grounded, preventing it from wandering or returning to the world of the living. Another Jewish tradition is having visitors to the cemetery wash their hands right before leaving to cleanse themselves of "negative spirits" connected with death. The custom involves using a special cup to pour water over each hand three times, alternating hands, and then placing the cup upside down without drying the hands to let the memory of the deceased linger. This also purifies one’s hands before going about living life. Additionally, Jewish law forbids destroying anything with G-d’s name. Rather than discarding holy books, scrolls, prayer books, and other sacred materials, they are buried at Jewish cemeteries in a place named “genizah.” Mount Nebo Memorial Park has, and continues to, bury these sacred objects on the property.

The cemetery is located at 11701 East 13th Avenue in Aurora, Colorado; however, the pillars with the gates originally opened onto 11658 East Colfax Avenue. It is difficult to find the exact

date that the original gates and pillars moved to what is now the entry point on East 13th Avenue. A short article in the *Aurora Advocate*, dated May 10, 1967, discussed moving the entrance gates but also mentions a delay in the process, though it is undetermined how long the delay lasted. According to local historian Phil Goodstein, the City of Aurora forced the relocation of the entry due to increased traffic and accidents near the original entrance. He states that the original 1905 Beth HaMedrosh (BMH) Ladies Shroud Society gates/pillars were moved sometime in 1976 to the 13th Avenue entry and the move was paid for by the city. Finalized discussions of moving the entrance to the cemetery from East Colfax Avenue to East 13th Avenue occurred between Sydney Grossman, representing BMH, and L.M. Coulter, the City Attorney, according to a letter dated December 7, 1973. It appears the agreement became solidified in October 1974, so it may have taken until 1976 to actually move the gates/pillars and ensure proper placement of the new main entrance on East 13th Avenue. Aerial photos indicate a secondary access on 13th Avenue as early as 1957. However, it is difficult to determine a specific time for when the Colfax Avenue entrance closed due to a heavy tree canopy in the images. It would appear that the pillars and gate relocated from Colfax Avenue to 13th Avenue sometime between 1963 and 1971. The 1971 aerial map seems to show at least one pillar at the 13th Avenue. To this day, the original gates and pillars still remain on the grounds.

By all accounts, Mount Nebo Memorial Park was established in 1898,but not officially incorporated until 1904. As a growing congregation, Beth HaMedrosh Hagadol (BMH) reached out to Traditional Jews living in east Denver. BMH rapidly grew into Denver's second largest congregation, after Temple Emanuel. To show its permanence and to cater to the needs of the life cycles of its congregation, BMH committed to creating a cemetery for its members. BMH purchased land located outside of the Town of Fletcher, at that time a tiny community incorporated in 1891, and renamed Aurora in 1907. In June 1904, the Town Council declared it would welcome a Jewish cemetery with the incorporation of Mount Nebo Memorial Park. Although the official opening of Mount Nebo dates to 1904, in the northwestern part of the burial ground, near the original Colfax Avenue entrance, some headstones indicate interments began as early as 1897, such as Sama Dreifuss, Block L-West, February 17, 1886 to March 7, 1897.

The original land for Mount Nebo Memorial Park consisted of ten acres, purchased for $1600 on August 19, 1904, with an additional 50 acres of land purchased in 1938. On June 23, 1952, the City of Aurora requested BMH to donate a portion of the cemetery land to the city for the purpose of installing a water reservoir. BMH declined to donate or sell the land which ended in legal condemnation proceedings initiated by the city. The case went to the Colorado Supreme Court. The Supreme Court ruled in favor of BMH. BMH, however, wanted to support the growth and general welfare of the city. So on December 1, 1952, BMH and the City of Aurora entered into an agreement of Deed and Bargain and Sale for the following tract of land:

> *Beginning at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section Two, Township Four South, Range Sixty-Seven West; thence due East to point on the West right of way of Sand Creek Lateral; thence North-westerly along said right of way to point of intersection with East line of Nome Street, City of Aurora; thence due South to point of beginning,*

BMH and the City of Aurora entered a legally binding agreement for the city to pay BMH for the land and to maintain the land and the water tower on cemetery grounds.

BMH Congregation oversaw Mount Nebo Memorial Park from the time of its inception until 2015. In 2015, Mount Nebo Memorial Park separated from the synagogue and became its own non-profit institution, run by a volunteer Board of Directors. Currently there is a full time Administrator and part-time Co-Administrator employed in running the daily operations of the cemetery.

On the cemetery grounds are two unique structures. The Cook Building, in the northwest area of the cemetery, is surrounded by Cook family interments. The building interior contains memorial plaques and stained-glass windows. Ben and Rose Cook built the structure in 1947, with permission from BMH. Their 24-year-old son Stan died suddenly from pneumonia in January 1946. Stan and his three siblings, Albert, Marvin and Zelda (Greene) Cook are all interred in the ground surrounding the structure. The Cook Building continues to be used by both the Cook and Greene families for memorial services. In order to maximize burial space in the future, BMH determined no further structures/buildings would be erected inside the cemetery, a rule still in effect today. The other original fixture on the property is located near the former north entrance to the cemetery. It is an obelisk donated by the Ladies Shroud Society of BMH in 1932, to honor the 200th anniversary of George Washington's birth. The obelisk remains in its original form and location, having never been altered or remodeled since 1932.

Additionally the cemetery displays many decorative, artistic, and unusual headstones. An avid cyclist and noted mycologist, Dr. Emanuel Salzman's stone displays a mushroom, a guitar, and bike wheel; Russian Jews often display pictures of the loved ones and place bright flowers at the base of the stone; children's headstones are often simple but display a picture of the deceased child; veterans show the Star of David in addition to their service arena and rank; and there are an assortment of other embellishments: books, music notes, flowers, scrollwork, quotes in Hebrew, and the Star of David. Mature trees provide shade along curving roads throughout the western half of the cemetery, while the eastern side is a testing ground for a new drought resistant grass.

From its incorporation in 1904, Mount Nebo Memorial Park has continuously served as an Orthodox Jewish cemetery. Although leadership, entry point and names of sections in the cemetery changed throughout the years, the original structures and gravestones from its inception are the original. Mount Nebo is the final resting place of many notable Jewish community members who helped shape and build Denver and its surrounding communities in their early days. A.B. Hirschfeld, who established A.B. Hirschfeld Press in 1907 became the largest printer between Chicago and the West Coast by 1949. Active in numerous civic and social organizations, he also served as a Colorado State Senator from 1935-1941. A respected artist, Sandra Wittow is recognized as the first woman to have a one-person show at the Denver Art Museum. A sculpture was commissioned in her honor and located near her grave. Members of the Perlmutter family are well known for their significant contributions to the city's real estate development with their company, Perl-Mack, recognized for introducing the concept of planned communities to Denver. Abe Perlmutter and Perl-Mack built thousands of thousands of brick

homes in the West Colfax neighborhood, in addition to the Northglenn and Southglenn shopping centers. Joyce Zeff, a well-known philanthropist in the Denver Jewish community, married Kal Zeff, who was a very successful commercial real estate developer. His company developed and owned over 10,000 apartment units in metro Denver. Their names are found on the Jewish Family Services building on Tamarac Drive while Joyce's name is on the JEWISHcolorado building on Alameda Avenue. Jacob Mosko's daughter, Ruth Handler, in tandem with her husband Eliott Handler, founded the Mattel Corporation and created the first Barbie doll in honor of their daughter, Barbara. Lastly, Benjamin Krasner, owner of Lakeside Amusement Park from his purchase in 1935 until his death in 1965 is interred at Mount Nebo. Krasner was responsible for hiring noted architect Richard Crowther to update the park with neon lights and futuristic ticket booths in the 1940s.

The undeniable roots of the cemetery in Aurora's early history, the continued use of the property as an Orthodox Jewish burial site, and the unaltered historic structures on the grounds, all lend credibility and urgency to preserving this important historic property.

17. *Bibliography*

Arapahoe County Assessor Records
ARAPAMAP website
flickr.com website – Mount Nebo search term, accessed September 3, 2025
High Line Canal Conservancy, Phone Call Chris Geddes & Josh Phillips; August 29, 2025
HistoricAerials.com website
Mount Nebo Memorial Park & Cemetery Records
Mount Nebo Cemetery Tour with Phil Goodstein, Denver Historian, June 8, 2025

18. *Nomination Preparer*

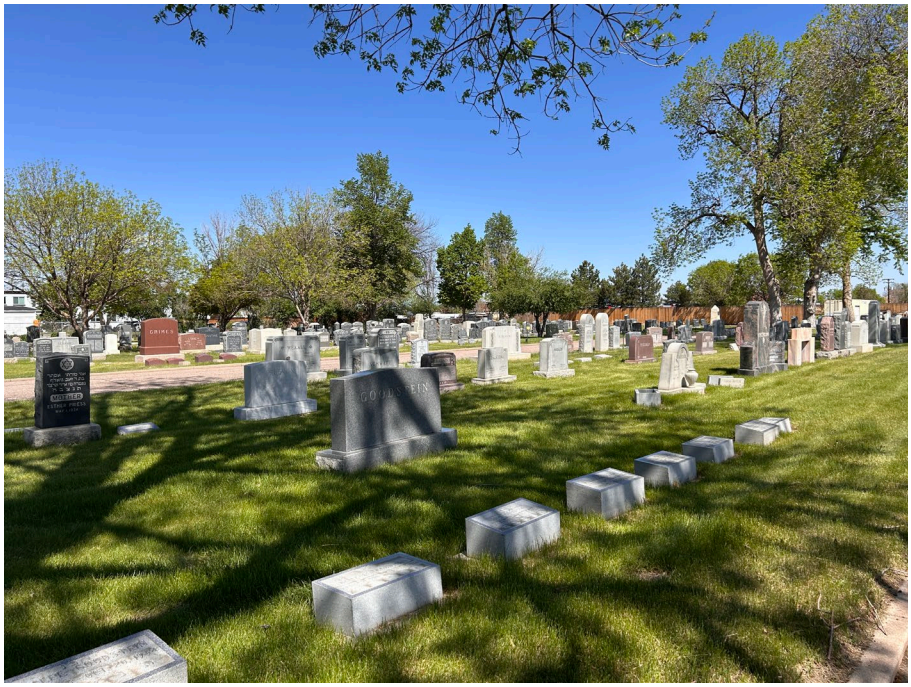
Name: Sheila Abrahamsson, Administrator Date: 8/2025
Organization: Mount Nebo Memorial Park & Cemetery
Address: 13701 E 13th Avenue Phone: 303/951-8236
City: Aurora State: CO Zip: 80010

Name: Chris Geddes, Historic Preservation Specialist Date: 8/2025
Organization: Aurora History Museum & Historic Sites
Address: 170 S Chambers Rd Phone: 303/739-6661
City: Aurora State: CO Zip: 80017

Map

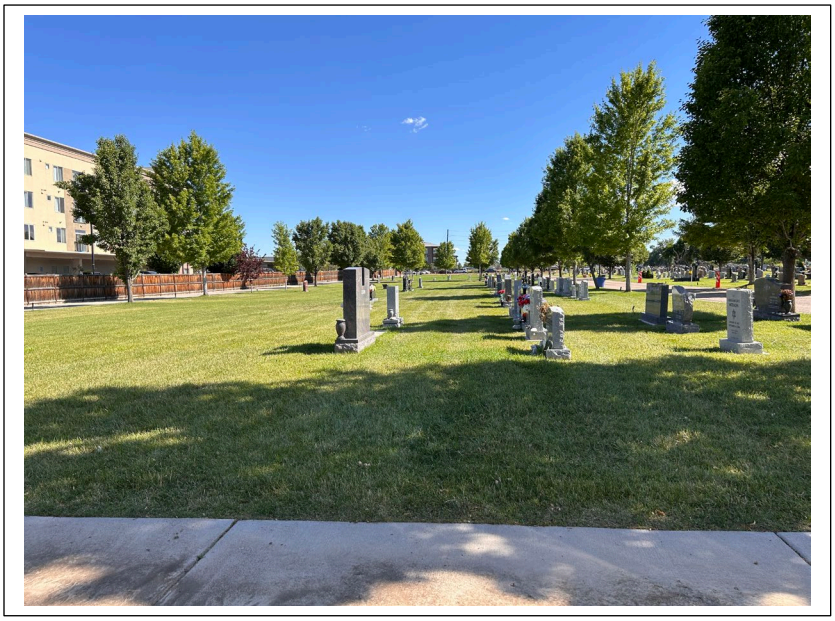
General's Park
Generals Park
E COLFAX AVE
N OSWEGO ST
E 14TH AVE
E 14TH AVE
N PARIS ST
N QUARI ST
N QUENTIN ST
E 13TH PL
Vega Collegiate Academy
Hoffman Height Library
Hoffman Youth Center
Jewell Park
N UMA ST
N MACON ST
N MOLINE ST
E 13TH AVE
Mount Nebo Memorial Park & Cemetery
E 12TH AVE
N NEWARK ST
N NOME ST
Nome Park
N PEORIA ST

PHOTOS



Overview of Mount Nebo Memorial Park & Cemetery – Facing NW
May 12, 2025 Chris Geddes

Overview of Mount Nebo Memorial Park & Cemetery – Facing W
June 8, 2025 Chris Geddes



Overview Mount Nebo Memorial Park & Cemetery – Facing S
Eastern Section
July 2, 2025 Chris Geddes

Overview Mount Nebo Memorial Park & Cemetery – Facing SW
Eastern Section and Central Section
July 2, 2025 Chris Geddes

Dr Emanuel Salzman's Headstone – Facing W
June 8, 2025 Chris Geddes

A.B. Hirschfeld's Headstone – Facing W
June 8, 2025 Chris Geddes

Marble Canopy over the Graves and Headstones of the Hirschfeld Family – Facing E

June 8, 2025 Chris Geddes

Veteran Vernis Franklin's Headstone
flickr.com website Mount Nebo – accessed September 3, 2025

Benjamin Krasner's Headstone – Facing W
July 30, 2025 Chris Geddes

Rose Tepper's Headstone – Facing W
May 12, 2025 Chris Geddes

Louise Tenenbaum's Headstone
flickr.com website Mount Nebo accessed
September 3, 2025

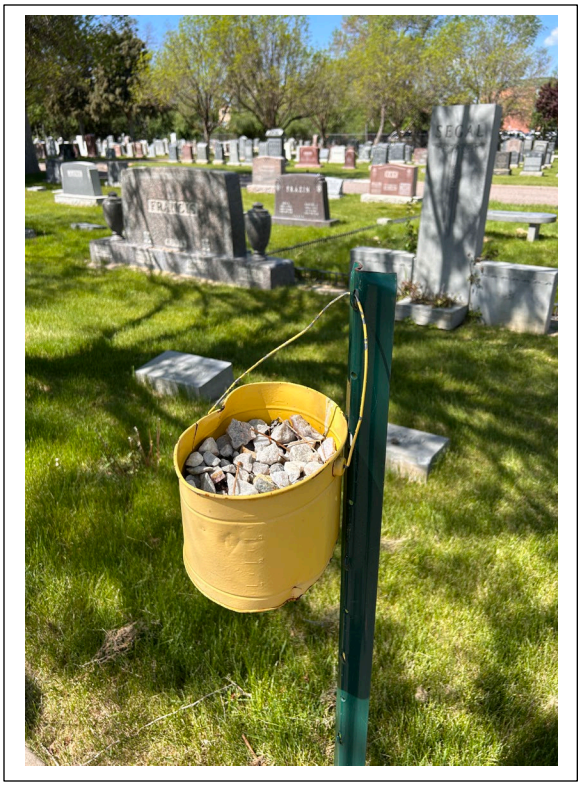
M. Stone's Headstone
May 12, 2025 Chris Geddes

William Zohn's Headstone – Facing E
May 12, 2025 Chris Geddes

Cook Family Marker – Facing SW
May 12, 2025 Chris Geddes

Dave B. Cook's Headstone
May 12, 2025 Chris Geddes

George Washington Memorial Obelisk – Facing W
May 12, 2025 Chris Geddes



Buckets of Stones for Headstones
May 12, 2025 Chris Geddes

Close Up of Plaque on Obelisk – Facing W
May 12, 2025 Chris Geddes

Office/ Restroom Building – Facing S

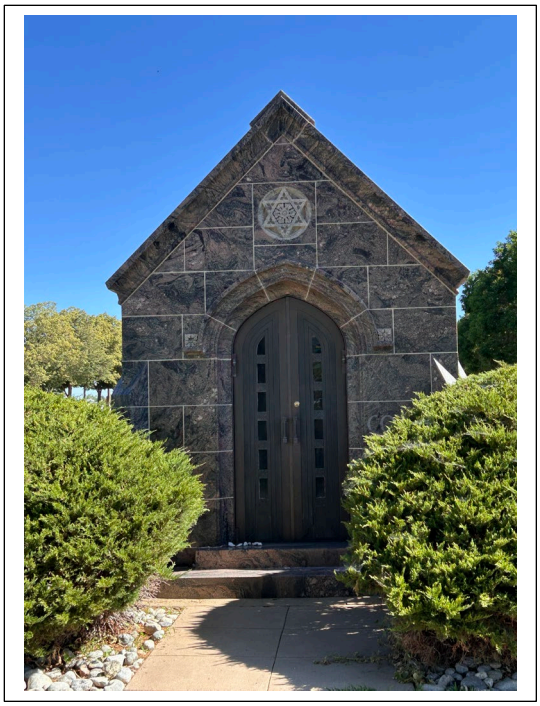
July 2, 2025 Chris Geddes

Office/ Restroom Building – Facing SE

July 2, 2025 Chris Geddes

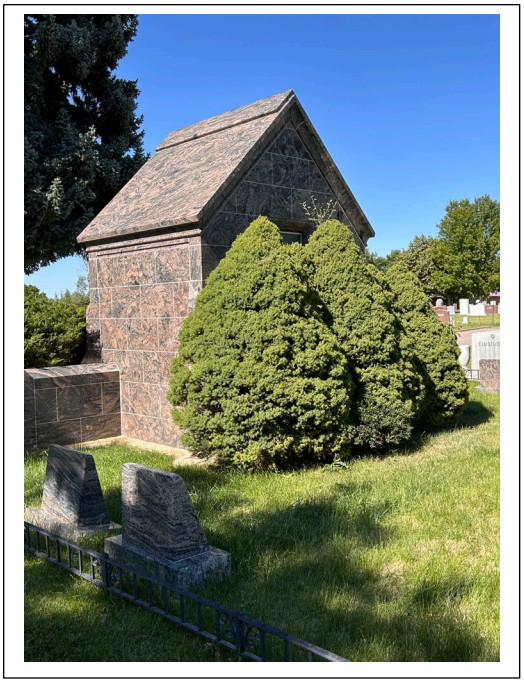
Office/ Restroom Building – Facing NW

July 2, 2025 Chris Geddes



Cook Memorial Structure – Facing S

July 2, 2025 Chris Geddes



Cook Memorial Structure – Facing NE

July 2, 2025 Chris Geddes

Maintenance Building – Facing E

July 2, 2025 Chris Geddes

Former Water Tank – Facing W

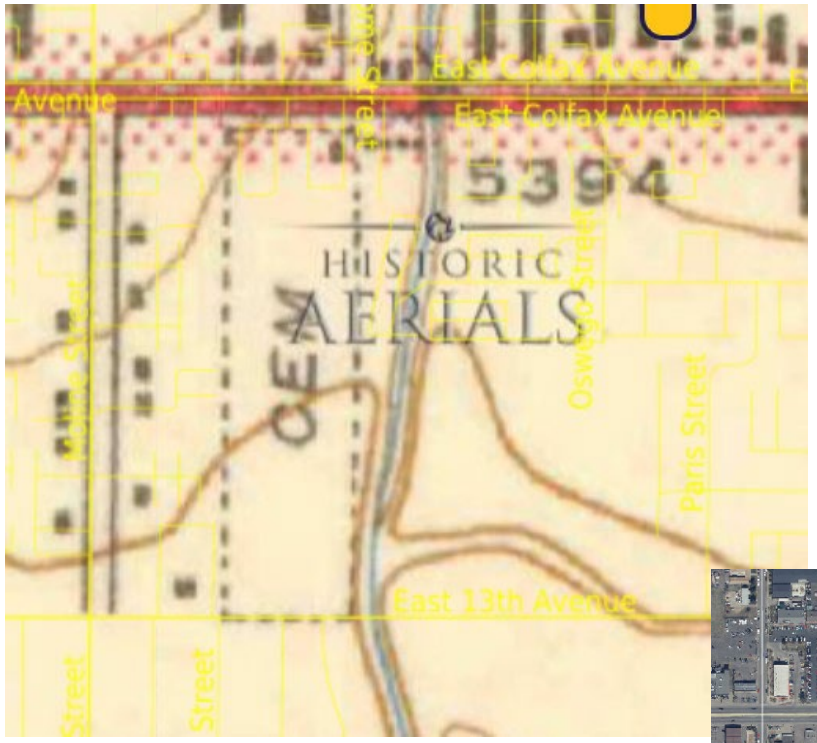
July 2, 2025 Chris Geddes

Metal Storage Container – Facing NW

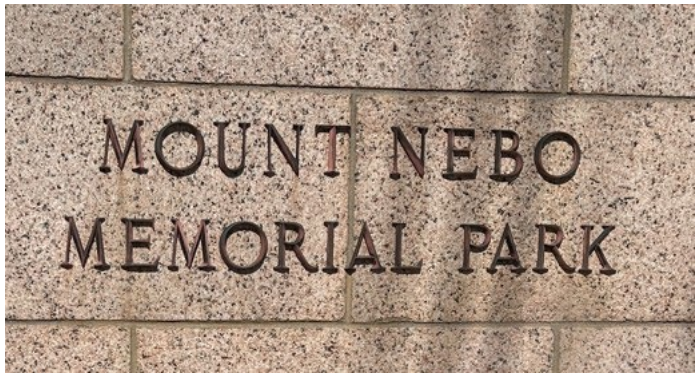
July 2, 2025 Chris Geddes

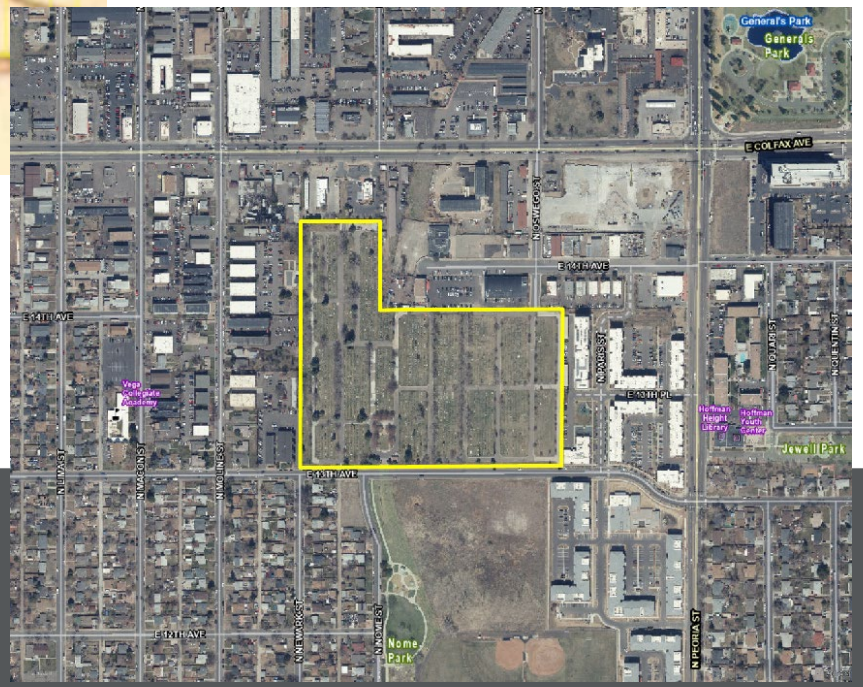
Stone Entrance Pillars and Iron Gates
Left – Facing E; Above – Facing N
July 2, 2025 Chris Geddes

Small Storage Shed – Facing SW
July 2, 2025 Chris Geddes



1941 Topographic Map

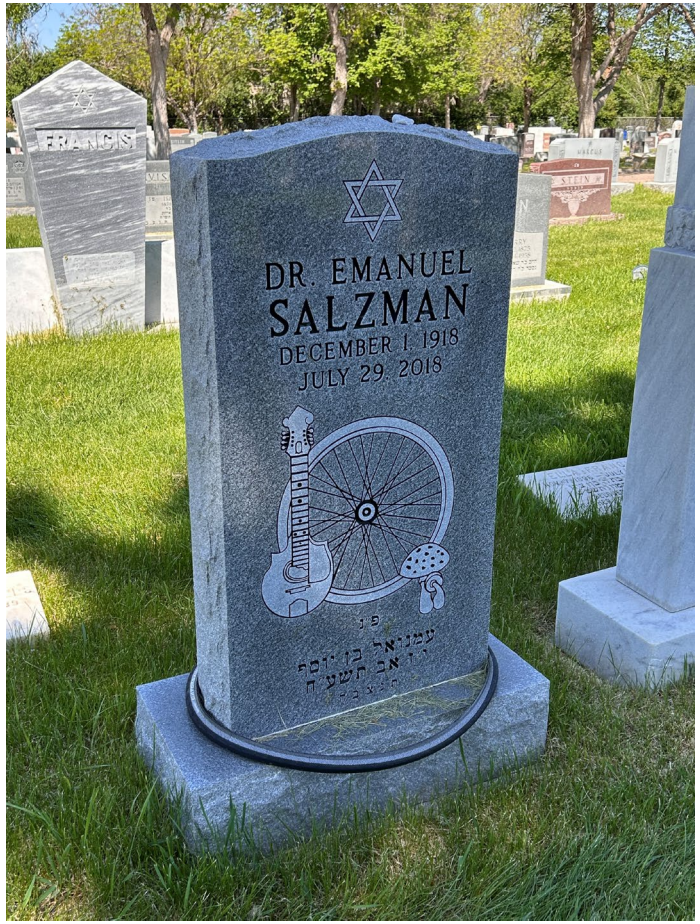




Mount Nebo Memorial Park & Cemetery – Local Landmark Nomination

Mount Nebo – Overview and Cook Memorial Structure

Headstones in the Cemetery

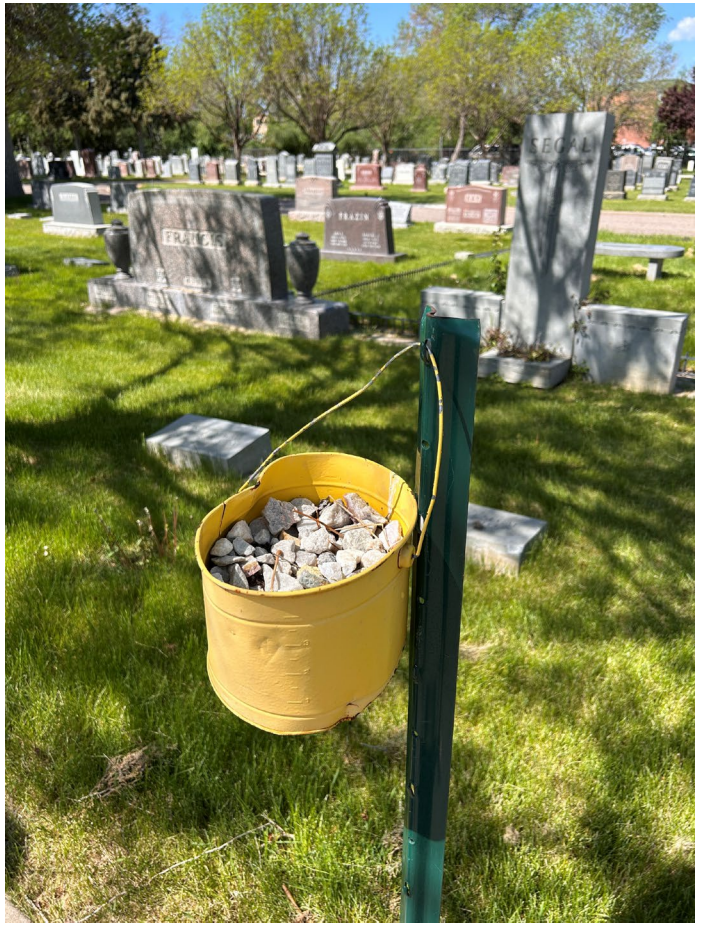


Headstones and Art in the Cemetery

WEXALL
SCHWATT
HERMAN
1881–1937
PHYSICIAN. SCIENTIST
MEDICAL DIRECTOR J.C.R.S.
MAY ARNO
FEBRUARY 19, 1968
MUSICIAN. AUTHOR
TEACHER. ACTRESS

VERNIS MACK FRANKLIN
COLORADO
PFC QM CORPS
WORLD WAR II
DEC 27 1918 - MARCH 17 1947

Rocks on the Headstone – Jewish Cemetery Custom/Tradition



Objects/ Structures on the Cemetery Grounds

Buildings on Cemetery Grounds

- Local Landmark nomination first discussed in 2005
- Current Mount Nebo Memorial Park & Cemetery Board of Trustees and staff interested and excited to pursue designation
- Site visits & collaboration on nomination since May 2025
- Historic Preservation Commission (HPC) met and reviewed September 9, 2025 – STRONG SUPPORT!
- Sheila Abrahamsson, nomination preparer and Mount Nebo Administrator here to answer questions

NEXT STEPS…

AURORA HISTORIC PRESERVATION COMMISSION
PUBLIC HEARING MINUTES
Tuesday, September 9, 2025
6:00 p.m.

Aurora History Museum
15051 E Alameda Pkwy
Aurora, CO 80012

Present: Chair Todd McMahon, Vice Chair Lynda Heckendorn, Julia Bilderback, Yasmin Harris, Marpessa Allen, and Matt Gordon
Absent: Mike Ackman and Charlie Peters
Staff: Chris Geddes and Scott Williams
Guests: Councilwoman Danielle Jurinsky; Sheila Abrahamsson, Jay Siegel, and Richard Huttner, Mount Nebo Memorial Park & Cemetery

I. Call to Order

- A quorum being present, Chair McMahon commenced the public hearing at 6:13 p.m. Moved by Vice Chair Heckendorn and seconded by Commissioner Harris to suspend the HPC regular meeting.

II. Public Hearing: Local Landmark Nomination for Mount Nebo Memorial Park & Cemetery

- Historic Preservation Specialist (HPS) Geddes presented images of the cemetery landscape, important Jewish citizens buried there, and aerial images of the cemetery through the decades. HPS Geddes also outlined the 3 landmark criteria the property met – 2, 3, and 6.
- Representatives from the Mount Nebo Memorial Park and Cemetery spoke on the importance of the cemetery to the surrounding community and how people use this green oasis in the city for riding bikes, walking dogs, and general enjoyment. They look out for the place and help keep it up. The cemetery is part of the community and so they want to include and welcome the community. They'd like to host more events and activities in the coming years. It's part of Aurora's history – past and future.
- Councilwoman Jurinsky spoke about what a special place Mount Nebo is. She's been going to Mount Nebo since she was little and how the cemetery is such an important part of Aurora. It is a gathering place where the Jewish literally bury their own. She has a plot there and this is a place that will be there forever.
- Chair McMahon asked about adding Criterion 1; HPS Geddes explained that Criteria 1 and 2 have some overlap, but that she could add Criterion 1 in with Criterion 2 and add a sentence or two to support Criterion 1. HPS Geddes suggested that the HPC should revisit the Criteria in the future and see if we could clear up any overlap/confusion. Councilwoman Jurinsky said this should not hold up the PR+ Committee, as long as everything is in order for Study Session and Full Council.
- HPS Geddes will combine Criteria 1 and 2 as well as correct a couple of typos and change late 19th century to early 20th century on page 5 as part of the motion.
- Motion by Commissioner Bilderback to approve the Local Landmark nomination for the Mount Nebo Memorial Park & Cemetery with the above corrections; seconded by Vice Chair Heckendorn. All voted in favor.

Adjournment
The Commission adjourned the public meeting at 6:37 p.m. Moved by Commissioner Gordon; seconded by Commissioner Harris.

Submitted by: Chris Geddes Date: 9/9/2025

Approved by: _____ Date: _____

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Mount Nebo Memorial Park and Cemetery Local Landmark Nomination
Item Initiator: Chris Geddes, Historic Preservation Specialist, AHMHS, Library and Cultural Services
Staff Source/Legal Source: Tim Joyce, Asst City Attorney
Outside Speaker: Sheila Abrahamsson, Administrator at Mount Nebo Memorial Park and Cemetery
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

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.)* **Councilwoman Jurinsky is sponsoring this nomination. The Mount Nebo Memorial Park & Cemetery is being reviewed by the Historic Preservation Commission on 9/9/2025 with expected unanimous support and recommendation to go forward to PR+ on 9/17/2025. The Cemetery and Councilwoman Jurinsky would like to celebrate the landmark status of the cemetery in conjunction with a Jewish holiday and prior to the weather getting too cold (they do not have a facility at the cemetery to house a gathering).**

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.

Chris E Geddes
Agenda Item Initiator Name

Chris E. Geddes. 9/8/2025.
Agenda Item Initiator Signature Date

Laura Perry
Late Submission Approver Name (Council Appointee or DCM)

9/10/25
Late Submission Approver Signature Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL DESIGNATING MOUNT NEBO MEMORIAL PARK AND CEMETERY AS A LOCAL LANDMARK

WHEREAS, Mount Nebo Memorial Park (the "Park") is a cemetery located at 11701 East 13th Avenue, Aurora, Colorado 80010; and

WHEREAS, the Park satisfies the following criteria to be recommended and designated as a local landmark:

(a) The Park is of particular historical, architectural, cultural, or archaeological significance;
(b) The Park exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community;
(c) The Park is identified with historical personages or with important events in national, state, or local history;
(d) The Park 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 craftmanship; and
(e) The Park does not deny the owner a reasonable economic use of the property; and

WHEREAS, the Historic Preservation Commission held a public hearing on September 9, 2025, and unanimously approved a recommendation to City Council for the Park to be designated as a local landmark; and

WHEREAS, City Council has conducted a public hearing on whether the Mount Nebo Memorial Park should be designated as a local landmark; and

WHEREAS, City Council finds and determines that the Mount Nebo Memorial Park should be designated as a local landmark.

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

Section 1. The City Council approves designating the Mount Nebo Memorial Park and Cemetery located at 11701 East 13th Ave., Aurora, Colorado 80010 as a local landmark for the City of Aurora, Colorado.

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2026 City Pay Table and Classification
Item Initiator: Ryan Lantz, Director, Human Resources
Staff Source/Legal Source: Jennifer Lorenzen, Deputy Director, Human Resources / Erika Taylor, 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: N/A

Regular Meeting: N/A

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)

R2025-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2026 CITY PAY TABLE AND CLASSIFICATIONS
Jennifer Lorenzen, Deputy Director, Human Resources / Kim Skaggs, 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.)*

Annually, in collaboration with the annual budget process, Human Resources prepares an updated pay table and submits the table with a Resolution for Council's approval. As part of the 2026 budgetary process and to sustain the compensation and classification structure adopted by the city, the attached is proposed for classification, including, but not limited to, career service, civil service, department directors, appointees, part-time, variable-hour and seasonal positions.

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

The attached resolution will approve the 2025-2026 City Pay Table and Classification for the employees of the City of Aurora, Colorado.

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 Management and Finance Policy Committee support approval of the resolution of the 2025-2026 Pay Table and Classification, and sending to the Budget Workshop?

LEGAL COMMENTS

In conjunction with the annual budget review, the rate of pay for labor, trades, and crafts employees; clerical and technical employees; professional-administrative and technological employees; supervisory and managerial employees; temporary, seasonal and part-time employees; departmental heads; assistant and deputy city mangers; council appointees; and certain civil service employees in the police and fire departments shall be as set forth from year to year in an appropriate resolution passed by the city council. (City Code Sec. 102-2). (Taylor)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: 2026 City Pay Table and Classification

Item Initiator: Ryan Lantz, Director of Human Resources

Staff Source/Legal Source: Ericka Taylor, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☒ The item was requested by Ryan Lantz, Human Resource Director

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session N/A

Regular Meeting: 10/20/2025

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 Ryan Lantz, Director of Human Resources

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

	Jason Batchelor
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
	Jason Batchelor 10.10.25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2026 CITY PAY TABLE AND CLASSIFICATIONS

WHEREAS, Section 102-2 of the City Code of City of Aurora, Colorado (City) requires the City Council to approve by resolution on an annual basis, in conjunction with the budget review, the City's rate of pay for labor, trades, and crafts employees; clerical and technical employees; professional-administrative and technological employees; supervisory and managerial employees; temporary, seasonal and part-time employees; departmental heads; assistant and deputy city managers; council appointees; and certain civil service employees in the police and fire departments (the "City Pay Table and Classifications"); and

WHEREAS, the City Council has reviewed and approves the implementation of the 2026 City Pay Table and Classifications; and

WHEREAS, the 2026 City Pay Table and Classifications includes the City's rates of pay for members of the collective bargaining units for police officers and firefighters based on agreements reached with bargaining units for police and fire.

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

Section 1. The 2026 City Pay Table and Classifications is hereby adopted substantially in the form filed with the City Clerk and presented at this meeting, with such technical additions, deletions, and variations as the Director of Human Resources or City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____

ERIKA TAYLOR, Assistant City Attorney

CITY OF AURORA

2025 - 2026
Pay Table

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Universal	1	Accountant	Full Time	Exempt	1	-	-	-	-	$55,814	$69,768	$87,210
Universal	3	Accountant II	Full Time	Exempt	3	-	-	-	-	$61,280	$76,600	$95,750
Universal	97	Accountant III	Full Time	Exempt	97	-	-	-	-	$63,892	$79,865	$99,831
Universal	2	Accountant Senior	Full Time	Exempt	2	-	-	-	-	$74,438	$93,047	$116,309
Universal	4	Accountant Senior II	Full Time	Exempt	4	-	-	-	-	$79,648	$99,560	$124,451
Universal	31	Accounting Supervisor	Full Time	Exempt	31	-	-	-	-	$86,148	$107,685	$134,606
Universal	7	Accounting Technician Senior	Full Time	Non-Exempt	7	-	$21.36	$26.69	$33.37	-	-	-
Universal	8	Administrative Assistant	Full Time	Non-Exempt	8	-	$19.20	$24.00	$30.00	-	-	-
Universal	219	Administrative Assistant II	Full Time	Non-Exempt	219	-	$19.48	$24.34	$30.43	-	-	-
Universal	10	Administrative Specialist	Full Time	Non-Exempt	10	-	$23.84	$29.80	$37.25	-	-	-
Universal	11	Administrative Specialist II	Full Time	Non-Exempt	11	-	$25.03	$31.29	$39.11	-	-	-
Universal	12	Administrative Specialist III	Full Time	Non-Exempt	12	-	$26.78	$33.48	$41.85	-	-	-
Universal	96	Administrative Specialist Lead	Full Time	Non-Exempt	96	-	$29.33	$36.66	$45.82	-	-	-
Universal	13	Administrative Supervisor	Full Time	Exempt	13	-	-	-	-	$75,375	$94,219	$117,774
Universal	14	Budget Analyst	Full Time	Exempt	14	-	-	-	-	$65,507	$81,884	$102,355
Universal	15	Budget Analyst Senior	Full Time	Exempt	15	-	-	-	-	$79,957	$99,946	$124,932
Universal	16	Business System Analyst	Full Time	Exempt	16	-	-	-	-	$74,969	$93,711	$117,139
Universal	18	Business System Analyst II	Full Time	Exempt	18	-	-	-	-	$78,718	$98,397	$122,996
Universal	17	Business System Analyst Senior	Full Time	Exempt	17	-	-	-	-	$90,759	$113,449	$141,811
Universal	95	Business System Technology Administrator	Full Time	Exempt	95	-	-	-	-	$126,000	$157,500	$196,875
Universal	91	Communication Strategist	Full Time	Exempt	91	-	-	-	-	$60,286	$75,358	$94,197
Universal	76	Communication Strategist Senior	Full Time	Exempt	76	-	-	-	-	$76,538	$95,673	$119,591
Universal	93	Communications Marketing Specialist	Full Time	Exempt	93	-	-	-	-	$60,824	$76,030	$95,038
Universal	19	Community Engagement Coordinator	Full Time	Exempt	19	-	-	-	-	$58,487	$73,108	$91,385
Universal	6413	Community Program Specialist Senior	Full Time	Exempt	6413	-	-	-	-	$62,605	$78,257	$97,821
Universal	23	Customer Service Representative	Full Time	Non-Exempt	23	-	$25.12	$31.40	$39.25	-	-	-
Universal	24	Customer Service Supervisor	Full Time	Exempt	24	-	-	-	-	$71,755	$89,694	$112,117
Universal	6437	Data Analyst	Full Time	Exempt	6437	-	-	-	-	$66,245	$82,806	$103,508
Universal	25	Engineer	Full Time	Exempt	25	-	-	-	-	$72,638	$90,798	$113,497
Universal	27	Engineer II	Full Time	Exempt	27	-	-	-	-	$79,902	$99,877	$124,847
Universal	26	Engineer Senior	Full Time	Exempt	26	-	-	-	-	$103,395	$129,244	$161,555
Universal	28	Engineering Supervisor	Full Time	Exempt	28	-	-	-	-	$111,895	$139,869	$174,836
Universal	29	Engineering Technician	Full Time	Non-Exempt	29	-	$28.00	$34.99	$43.74	-	-	-
Universal	30	Engineering Technician Supervisor	Full Time	Exempt	30	-	-	-	-	$75,478	$94,348	$117,935
Universal	32	Executive Specialist	Full Time	Non-Exempt	32	-	$32.87	$41.09	$51.36	-	-	-
Universal	33	Financial Analyst	Full Time	Exempt	33	-	-	-	-	$64,703	$80,879	$101,099
Universal	34	Financial Supervisor	Full Time	Exempt	34	-	-	-	-	$85,096	$106,370	$132,963
Universal	36	Financial Support Specialist	Full Time	Non-Exempt	36	-	$28.04	$35.04	$43.80	-	-	-
Universal	35	Financial Support Specialist II	Full Time	Non-Exempt	35	-	$29.44	$36.80	$45.99	-	-	-
Universal	38	Financial Support Technician	Full Time	Non-Exempt	38	-	$23.60	$29.50	$36.87	-	-	-
Universal	37	Financial Support Technician II	Full Time	Non-Exempt	37	-	$25.25	$31.56	$39.45	-	-	-
Universal	39	Fleet Analyst	Full Time	Exempt	39	-	-	-	-	$67,321	$84,151	$105,189
Universal	40	GIS Analyst	Full Time	Exempt	40	-	-	-	-	$65,424	$81,781	$102,226
Universal	225	GIS Analyst II	Full Time	Exempt	225	-	-	-	-	$68,696	$85,870	$107,337
Universal	41	GIS Analyst Senior	Full Time	Exempt	41	-	-	-	-	$73,275	$91,594	$114,493
Universal	43	GIS Specialist	Full Time	Non-Exempt	43	-	$29.85	$37.32	$46.64	-	-	-
Universal	227	GIS Specialist II	Full Time	Non-Exempt	227	-	$31.35	$39.18	$48.98	-	-	-
Universal	44	GIS Supervisor	Full Time	Exempt	44	-	-	-	-	$79,468	$99,335	$124,169
Universal	47	Legal Secretary	Full Time	Non-Exempt	47	-	$21.80	$27.24	$34.05	-	-	-
Universal	48	Legal Secretary Senior	Full Time	Non-Exempt	48	-	$28.55	$35.69	$44.61	-	-	-
Universal	86	Maintenance and Operations Crew Leader	Full Time	Non-Exempt	86	-	$28.28	$35.35	$44.19	-	-	-
Universal	88	Maintenance and Operations Technician	Full Time	Non-Exempt	88	-	$21.52	$26.89	$33.62	-	-	-
Universal	90	Maintenance and Operations Technician II	Full Time	Non-Exempt	90	-	$23.02	$28.78	$35.97	-	-	-
Universal	502	Maintenance and Operations Technician Non-CDL	Full Time	Non-Exempt	502	-	$21.52	$26.89	$33.62	-	-	-
Universal	83	Maintenance and Operations Worker	Full Time	Non-Exempt	83	-	$17.54	$21.93	$27.41	-	-	-
Universal	501	Maintenance and Operations Worker Non-CDL	Full Time	Non-Exempt	501	-	$17.54	$21.93	$27.41	-	-	-
Universal	49	Management Assistant	Full Time	Non-Exempt	49	-	$28.60	$35.74	$44.68	-	-	-
Universal	50	Manager of Business Services	Full Time	Exempt	50	-	-	-	-	$115,920	$144,900	$181,125
Universal	51	Manager of Community Relations	Full Time	Exempt	51	-	-	-	-	$95,460	$119,325	$149,157
Universal	52	Manager of Project Delivery Services	Full Time	Exempt	52	-	-	-	-	$117,582	$146,977	$183,722

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Universal	55	Paralegal	Full Time	Non-Exempt	55	-	$30.02	$37.53	$46.91	-	-	-
Universal	72	Paralegal Senior	Full Time	Non-Exempt	72	-	$39.33	$49.16	$61.45	-	-	-
Universal	57	Planner	Full Time	Exempt	57	-	-	-	-	$62,577	$78,221	$97,776
Universal	60	Planner II	Full Time	Exempt	60	-	-	-	-	$65,705	$82,132	$102,665
Universal	6015	Planner III	Full Time	Exempt	6015	-	-	-	-	$70,305	$87,881	$109,851
Universal	58	Planner Senior	Full Time	Exempt	58	-	-	-	-	$79,443	$99,303	$124,129
Universal	59	Planner Senior II	Full Time	Exempt	59	-	-	-	-	$85,004	$106,255	$132,818
Universal	66	Planner Senior III	Full Time	Exempt	66	-	-	-	-	$90,954	$113,693	$142,116
Universal	62	Planning Supervisor	Full Time	Exempt	62	-	-	-	-	$96,327	$120,409	$150,511
Universal	63	Principal Engineer	Full Time	Exempt	63	-	-	-	-	$116,892	$146,115	$182,644
Universal	277	Principal Planner	Full Time	Exempt	277	-	-	-	-	$94,397	$117,996	$147,495
Universal	228	Program Coordinator	Full Time	Exempt	228	-	-	-	-	$55,787	$69,734	$87,167
Universal	201	Program Manager	Full Time	Exempt	201	-	-	-	-	$87,118	$108,898	$136,122
Universal	64	Program Specialist	Full Time	Non-Exempt	64	-	$24.35	$30.43	$38.04	-	-	-
Universal	65	Program Specialist Senior	Full Time	Exempt	65	-	-	-	-	$58,241	$72,802	$91,002
Universal	68	Project Coordinator	Full Time	Exempt	68	-	-	-	-	$53,037	$66,297	$82,871
Universal	222	Project Coordinator II	Full Time	Exempt	222	-	-	-	-	$56,750	$70,938	$88,672
Universal	223	Project Coordinator III	Full Time	Exempt	223	-	-	-	-	$60,723	$75,903	$94,879
Universal	61	Project Coordinator Senior	Full Time	Exempt	61	-	-	-	-	$72,556	$90,695	$113,369
Universal	69	Project Engineer	Full Time	Exempt	69	-	-	-	-	$87,266	$109,083	$136,354
Universal	202	Project Engineer II	Full Time	Exempt	202	-	-	-	-	$93,375	$116,719	$145,899
Universal	70	Project Manager	Full Time	Exempt	70	-	-	-	-	$72,312	$90,390	$112,988
Universal	73	Project Manager II	Full Time	Exempt	73	-	-	-	-	$75,928	$94,910	$118,637
Universal	71	Project Manager Senior	Full Time	Exempt	71	-	-	-	-	$91,042	$113,802	$142,253
Universal	200	Project Manager Supervisor	Full Time	Exempt	200	-	-	-	-	$102,031	$127,539	$159,424
Universal	3130	Volunteer Coordinator	Full Time	Exempt	3130	-	-	-	-	$59,546	$74,433	$93,041
Universal	7864	Administrative Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7864	-	$19.20	$24.00	$30.00	-	-	-
Universal	7508	Administrative Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7508	-	$23.84	$29.80	$37.25	-	-	-
Universal	7875	Budget Analyst - VH	Variable Hour or Seasonal	Non-Exempt	7875	-	$31.49	$39.36	$49.20	-	-	-
Universal	7475	Cashier - VH	Variable Hour or Seasonal	Non-Exempt	7475	-	$19.21	$24.01	$30.01	-	-	-
Universal	7561	Clerical Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7561	-	$16.36	$20.45	$25.57	-	-	-
Universal	8012	Communication Strategist Senior - VH	Variable Hour or Seasonal	Non-Exempt	8012	-	$36.79	$45.99	$57.49	-	-	-
Universal	7681	Custodian - VH	Variable Hour or Seasonal	Non-Exempt	7681	-	$17.18	$21.48	$26.85	-	-	-
Universal	7679	Engineer - VH	Variable Hour or Seasonal	Non-Exempt	7679	-	$34.92	$43.65	$54.56	-	-	-
Universal	7480	Financial Analyst - VH	Variable Hour or Seasonal	Non-Exempt	7480	-	$31.10	$38.88	$48.60	-	-	-
Universal	7533	Financial Support Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7533	-	$28.04	$35.04	$43.80	-	-	-
Universal	7477	Financial Support Technician - VH	Variable Hour or Seasonal	Non-Exempt	7477	-	$23.60	$29.50	$36.87	-	-	-
Universal	7899	Front Desk Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7899	-	$15.15	$17.56	$21.95	-	-	-
Universal	7616	GIS Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7616	-	$29.85	$37.32	$46.64	-	-	-
Universal	7528	Intern - VH	Variable Hour or Seasonal	Non-Exempt	7528	-	$15.15	$17.73	$22.16	-	-	-
Universal	7460	Planner Senior - VH	Variable Hour or Seasonal	Non-Exempt	7460	-	$38.19	$47.74	$59.67	-	-	-
Universal	7478	Program Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7478	-	$15.34	$19.18	$23.97	-	-	-
Universal	7523	Program Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7523	-	$24.35	$30.43	$38.04	-	-	-
Universal	7610	Project Manager - VH	Variable Hour or Seasonal	Non-Exempt	7610	-	$34.76	$43.45	$54.32	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Aurora911	5603	Digital Records Specialist	Full Time	Non-Exempt	5603	-	$27.90	$34.87	$43.59	-	-	-
Aurora911	5601	Director of Aurora911	Full Time	Exempt	5601	-	-	-	-	$148,026	$185,032	$231,290
Aurora911	5606	Emergency Communication Specialist	Full Time	Non-Exempt	5606	-	$27.81	$34.76	$43.45	-	-	-
Aurora911	5602	Emergency Communication Specialist II	Full Time	Non-Exempt	5602	-	$29.76	$37.19	$46.49	-	-	-
Aurora911	5607	Emergency Communication Specialist III	Full Time	Non-Exempt	5607	-	$32.43	$40.54	$50.67	-	-	-
Aurora911	5613	Manager of Operations - Aurora911	Full Time	Exempt	5613	-	-	-	-	$99,166	$123,958	$154,948
Aurora911	5620	Non-Emergency Call Specialist	Full Time	Non-Exempt	5620	-	$27.20	$32.72	$40.90	-	-	-
Aurora911	5618	Operations Resource Administrator	Full Time	Exempt	5618	-	-	-	-	$80,694	$100,867	$126,084
Aurora911	5610	Operations Supervisor	Full Time	Non-Exempt	5610	-	$38.72	$48.39	$60.49	-	-	-
Aurora911	5609	Professional Development Specialist	Full Time	Non-Exempt	5609	-	$35.20	$44.00	$54.99	-	-	-
Aurora911	5616	Professional Development Supervisor	Full Time	Exempt	5616	-	-	-	-	$80,082	$100,102	$125,128
Aurora911	7547	Relief Dispatcher - VH	Variable Hour or Seasonal	Non-Exempt	7547	-	$27.81	$34.76	$43.45	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
City Attorney	1604	Assistant Attorney Civil	Full Time	Exempt	1604	-	-	-	-	$101,437	$126,796	$158,494
City Attorney	1601	Assistant Attorney Civil Senior	Full Time	Exempt	1601	-	-	-	-	$125,371	$156,714	$195,893
City Attorney	1610	Assistant Attorney Criminal	Full Time	Exempt	1610	-	-	-	-	$85,790	$107,237	$134,047
City Attorney	1609	Assistant Attorney Criminal - SAUSA	Full Time	Exempt	1609	-	-	-	-	$103,145	$128,932	$161,165
City Attorney	1605	Assistant Attorney Lead Criminal	Full Time	Exempt	1605	-	-	-	-	$106,033	$132,542	$165,677
City Attorney	1661	Assistant City Attorney - Special Projects	Full Time	Exempt	1661	-	-	-	-	$116,718	$145,898	$182,373
City Attorney	1606	Chief Deputy City Attorney - Civil	Full Time	Exempt	1606	-	-	-	-	$175,443	$219,304	$274,131
City Attorney	1608	Chief Deputy City Attorney - Criminal	Full Time	Exempt	1608	-	-	-	-	$175,443	$219,304	$274,131
City Attorney	1607	City Attorney	Full Time	Exempt	1607	-	-	-	-	$197,337	$246,670	$308,338
City Attorney	1612	Deputy City Attorney	Full Time	Exempt	1612	-	-	-	-	$146,532	$183,165	$228,957
City Attorney	1662	Lead Victim Witness Liaison	Full Time	Non-Exempt	1662	-	$33.13	$41.42	$51.77	-	-	-
City Attorney	1613	Manager of Prosecution Criminal	Full Time	Exempt	1613	-	-	-	-	$137,528	$171,910	$214,887
City Attorney	1614	Victim Witness Liaison	Full Time	Non-Exempt	1614	-	$26.81	$33.51	$41.89	-	-	-
City Attorney	7801	Administrative Specialist Senior, City Attorney - VH	Variable Hour or Seasonal	Non-Exempt	7801	-	$29.33	$36.66	$45.82	-	-	-
City Attorney	7432	Assistant Attorney Criminal - VH	Variable Hour or Seasonal	Non-Exempt	7432	-	$41.24	$51.55	$64.44	-	-	-
City Attorney	7453	Victim Witness Liaison - VH	Variable Hour or Seasonal	Non-Exempt	7453	-	$26.81	$33.51	$41.89	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
City Council	1030	Council Member	Elected Official	Exempt	310	$22,782.00	-	-	-	-	-	-
City Council	1010	Mayor	Elected Official	Exempt	290	$98,516.00	-	-	-	-	-	-
City Council	1020	Mayor Pro-Tem	Elected Official	Exempt	300	$25,307.00	-	-	-	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Civil Service	558	Civil Service Commission Administrator	Full Time	Exempt	558	-	-	-	-	$99,950	$124,937	$156,172
Civil Service	3114	Civil Service Commission Analyst	Full Time	Exempt	3114	-	-	-	-	$63,816	$79,770	$99,713
Civil Service	3110	Civil Service Commission Analyst Senior	Full Time	Exempt	3110	-	-	-	-	$76,155	$95,194	$118,993
Civil Service	7502	Civil Service Commissioner - VH	Variable Hour or Seasonal	Non-Exempt	7502	-	$15.15	$18.52	$23.15	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Communications	1901	Deputy Director of Communications	Full Time	Exempt	1901	-	-	-	-	$131,482	$164,353	$205,441
Communications	1920	Digital Content and Marketing Strategist Senior	Full Time	Exempt	1920	-	-	-	-	$83,054	$103,818	$129,773
Communications	1902	Director of Communications and Marketing	Full Time	Exempt	1902	-	-	-	-	$156,516	$195,645	$244,556
Communications	1903	Graphic Design Supervisor	Full Time	Exempt	1903	-	-	-	-	$79,591	$99,489	$124,361
Communications	1904	Graphic Designer	Full Time	Non-Exempt	1904	-	$24.97	$31.21	$39.01	-	-	-
Communications	1905	Graphic Designer Senior	Full Time	Non-Exempt	1905	-	$30.60	$38.25	$47.81	-	-	-
Communications	1908	Mail Services Lead	Full Time	Non-Exempt	1908	-	$23.19	$28.98	$36.23	-	-	-
Communications	1907	Mail Services Representative	Full Time	Non-Exempt	1907	-	$17.30	$21.62	$27.03	-	-	-
Communications	1912	Manager of Marketing, Digital and Creative Services	Full Time	Exempt	1912	-	-	-	-	$100,507	$125,634	$157,043
Communications	1909	Manager of Public Relations	Full Time	Exempt	1909	-	-	-	-	$107,044	$133,805	$167,257
Communications	1910	Manager of Television and Cable Services	Full Time	Exempt	1910	-	-	-	-	$92,679	$115,849	$144,811
Communications	1911	Media Relations Strategist Senior	Full Time	Exempt	1911	-	-	-	-	$72,894	$91,117	$113,896
Communications	1913	Multimedia Technician	Full Time	Non-Exempt	1913	-	$25.57	$31.96	$39.94	-	-	-
Communications	1919	Print and Graphic Technician	Full Time	Non-Exempt	1919	-	$21.08	$26.35	$32.94	-	-	-
Communications	1914	Print Technician Senior	Full Time	Non-Exempt	1914	-	$23.13	$28.91	$36.14	-	-	-
Communications	1916	Television Multimedia Producer	Full Time	Exempt	1916	-	-	-	-	$61,505	$76,881	$96,102
Communications	1917	Television Multimedia Producer Senior	Full Time	Exempt	1917	-	-	-	-	$70,773	$88,466	$110,583
Communications	1918	Website and Digital Accessibility Coordinator	Full Time	Exempt	1918	-	-	-	-	$84,008	$105,010	$131,263
Communications	8015	Graphic Design Supervisor - VH	Variable Hour or Seasonal	Non-Exempt	8015	-	$38.26	$47.83	$59.78	-	-	-
Communications	7809	Manager of Television and Cable Services - VH	Variable Hour or Seasonal	Non-Exempt	7809	-	$44.55	$55.69	$69.62	-	-	-
Communications	8014	Television Multimedia Producer - VH	Variable Hour or Seasonal	Non-Exempt	8014	-	$29.56	$36.96	$46.20	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Court Administration	1079	Chief of Detention	Full Time	Exempt	1079	$171,291.00	-	-	-	-	-	-
Court Administration	1073	Chief of Security	Full Time	Exempt	1073	$156,116.00	-	-	-	-	-	-
Court Administration	1033	Chief Probation Officer	Full Time	Exempt	1033	-	-	-	-	$94,479	$118,098	$147,623
Court Administration	1062	Court Administration Executive Specialist	Full Time	Non-Exempt	1062	-	$34.51	$43.14	$53.92	-	-	-
Court Administration	1063	Court Administration Specialist	Full Time	Non-Exempt	1063	-	$26.62	$33.27	$41.59	-	-	-
Court Administration	1043	Court and Detention Administrator	Full Time	Exempt	1043	-	-	-	-	$155,521	$194,401	$243,001
Court Administration	1059	Court Clerk	Full Time	Non-Exempt	1059	-	$21.67	$27.09	$33.86	-	-	-
Court Administration	1034	Court Clerk II	Full Time	Non-Exempt	1034	-	$22.76	$28.45	$35.56	-	-	-
Court Administration	1035	Court Clerk III	Full Time	Non-Exempt	1035	-	$23.67	$29.59	$36.98	-	-	-
Court Administration	1046	Court Manager	Full Time	Exempt	1046	-	-	-	-	$103,159	$128,949	$161,186
Court Administration	1031	Court Supervisor	Full Time	Exempt	1031	-	-	-	-	$73,701	$92,127	$115,159
Court Administration	1072	Deputy Chief Marshal	Full Time	Exempt	1072	$132,125.00	-	-	-	-	-	-
Court Administration	1078	Deputy Chief of Detention	Full Time	Exempt	1078	$132,125.00	-	-	-	-	-	-
Court Administration	1057	Deputy Court Administrator	Full Time	Exempt	1057	-	-	-	-	$129,928	$162,409	$203,012
Court Administration	1074	Detention Officer	Full Time	Non-Exempt	1074	step 1: $30.86827 step 2: $32.46924 step 3: $34.20529 step 4: $35.96443 step 5: $37.98174 step 6: $40.25000	-	-	-	-	-	-
Court Administration	1044	Jury Commissioner	Full Time	Non-Exempt	1044	-	$25.57	$31.96	$39.95	-	-	-
Court Administration	1045	Juvenile Court Program Specialist	Full Time	Non-Exempt	1045	-	$22.36	$27.95	$34.94	-	-	-
Court Administration	1077	Lieutenant - Detention	Full Time	Non-Exempt	1077	$55.28847	-	-	-	-	-	-
Court Administration	1071	Lieutenant Marshal	Full Time	Non-Exempt	1071	$55.28847	-	-	-	-	-	-
Court Administration	1047	Manager of Court Information Technology	Full Time	Exempt	1047	-	-	-	-	$108,139	$135,174	$168,968
Court Administration	1070	Marshal	Full Time	Non-Exempt	1070	step 1: $36.05769 step 2: $38.33654 step 3: $40.67789 step 4: $43.21635 step 5: $45.72116 step 6: $48.42308	-	-	-	-	-	-
Court Administration	1060	Probation Officer	Full Time	Non-Exempt	1060	-	$25.76	$32.20	$40.25	-	-	-
Court Administration	1051	Probation Officer II	Full Time	Non-Exempt	1051	-	$27.50	$34.38	$42.97	-	-	-
Court Administration	1053	Programmer Analyst Senior	Full Time	Exempt	1053	-	-	-	-	$81,687	$102,109	$127,637
Court Administration	1054	Security Systems Analyst	Full Time	Exempt	1054	-	-	-	-	$73,211	$91,513	$114,392
Court Administration	1075	Senior Detention Officer	Full Time	Non-Exempt	1075	$43.26924	-	-	-	-	-	-
Court Administration	1076	Sergeant - Detention	Full Time	Non-Exempt	1076	$48.07693	-	-	-	-	-	-
Court Administration	1055	Stay Officer	Full Time	Non-Exempt	1055	-	$23.07	$28.84	$36.04	-	-	-
Court Administration	1080	Juvenile Court Program Specialist - VH	Variable Hour or Seasonal	Non-Exempt	1080	-	$21.87	$27.33	$34.17	-	-	-
Court Administration	7891	Pre Academy Detention Officer - VH	Variable Hour or Seasonal	Non-Exempt	7891	$30.86827	-	-	-	-	-	-
Court Administration	7869	Probation Officer - VH	Variable Hour or Seasonal	Non-Exempt	7869	-	$25.76	$32.20	$40.25	-	-	-
Court Administration	7605	Relief Marshal - VH	Variable Hour or Seasonal	Non-Exempt	7605	-	$36.87	$41.60	$49.52	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Development Services	4904	Building Customer Service Technician	Full Time	Non-Exempt	4904	-	$24.76	$30.95	$38.69	-	-	-
Development Services	4905	Building Inspections Supervisor	Full Time	Exempt	4905	-	-	-	-	$87,746	$109,682	$137,103
Development Services	4906	Building Inspector	Full Time	Non-Exempt	4906	-	$27.45	$34.31	$42.88	-	-	-
Development Services	4983	Building Inspector II	Full Time	Non-Exempt	4983	-	$30.19	$37.74	$47.17	-	-	-
Development Services	4908	Building Inspector III	Full Time	Non-Exempt	4908	-	$33.21	$41.51	$51.89	-	-	-
Development Services	4984	Building Inspector IV	Full Time	Non-Exempt	4984	-	$34.87	$43.59	$54.48	-	-	-
Development Services	4985	Building Inspector Lead	Full Time	Non-Exempt	4985	-	$36.61	$45.76	$57.20	-	-	-
Development Services	4911	Building Plans Reviewer	Full Time	Exempt	4911	-	-	-	-	$64,622	$80,777	$100,971
Development Services	4986	Building Plans Reviewer II	Full Time	Exempt	4986	-	-	-	-	$71,084	$88,855	$111,069
Development Services	4912	Building Plans Reviewer III	Full Time	Exempt	4912	-	-	-	-	$78,192	$97,740	$122,175
Development Services	4987	Building Plans Reviewer IV	Full Time	Exempt	4987	-	-	-	-	$82,102	$102,627	$128,284
Development Services	4951	Building Plans Reviewer Supervisor	Full Time	Exempt	4951	-	-	-	-	$94,560	$118,201	$147,751
Development Services	4913	Chief Building Official	Full Time	Exempt	4913	-	-	-	-	$160,481	$200,601	$250,751
Development Services	4914	City Engineer	Full Time	Exempt	4914	-	-	-	-	$121,697	$152,122	$190,152
Development Services	20	Construction Inspection Supervisor	Full Time	Exempt	20	-	-	-	-	$86,299	$107,873	$134,842
Development Services	4960	Construction Inspections Manager	Full Time	Exempt	4960	-	-	-	-	$103,068	$128,835	$161,043
Development Services	21	Construction Inspector	Full Time	Non-Exempt	21	-	$31.28	$39.10	$48.87	-	-	-
Development Services	22	Construction Inspector Senior	Full Time	Non-Exempt	22	-	$34.41	$43.01	$53.76	-	-	-
Development Services	1709	Development Project Manager	Full Time	Exempt	1709	-	-	-	-	$78,773	$98,466	$123,083
Development Services	1710	Development Project Manager Senior	Full Time	Exempt	1710	-	-	-	-	$97,423	$121,779	$152,224
Development Services	4938	Development Review Manager	Full Time	Exempt	4938	-	-	-	-	$121,697	$152,122	$190,152
Development Services	7100	Director of Development Services	Full Time	Exempt	7100	-	-	-	-	$159,256	$199,070	$248,838
Development Services	4922	Fire Life Safety Plan Reviewer II	Full Time	Exempt	4922	-	-	-	-	$84,032	$105,040	$131,300
Development Services	4923	Fire Life Safety Plan Reviewer III	Full Time	Exempt	4923	-	-	-	-	$92,435	$115,544	$144,431
Development Services	4988	Fire Life Safety Plan Supervisor	Full Time	Exempt	4988	-	-	-	-	$101,679	$127,099	$158,874
Development Services	4981	Fire Life Safety Plans Reviewer	Full Time	Exempt	4981	-	-	-	-	$69,448	$86,810	$108,513
Development Services	4954	Land Development Review Specialist	Full Time	Exempt	4954	-	-	-	-	$61,513	$76,892	$96,115
Development Services	9437	Land Development Review Specialist Lead	Full Time	Exempt	9437	-	-	-	-	$78,677	$98,347	$122,934
Development Services	4955	Land Development Review Specialist Senior	Full Time	Exempt	4955	-	-	-	-	$73,975	$92,468	$115,585
Development Services	4941	Manager of Building Inspections	Full Time	Exempt	4941	-	-	-	-	$106,740	$133,425	$166,782
Development Services	4990	Manager of Building Plans Review	Full Time	Exempt	4990	-	-	-	-	$107,214	$134,017	$167,522
Development Services	1717	Manager of Development Assistance	Full Time	Exempt	1717	-	-	-	-	$101,104	$126,381	$157,976
Development Services	4935	Manager of Fire Life Safety	Full Time	Exempt	4935	-	-	-	-	$122,015	$152,518	$190,648
Development Services	4936	Manager of Permit Center	Full Time	Exempt	4936	-	-	-	-	$100,739	$125,924	$157,405
Development Services	4942	Manager of Real Property Services	Full Time	Exempt	4942	-	-	-	-	$100,695	$125,869	$157,337
Development Services	4945	Permit Technician	Full Time	Non-Exempt	4945	-	$26.04	$32.55	$40.69	-	-	-
Development Services	4982	Permit Technician II	Full Time	Non-Exempt	4982	-	$27.35	$34.18	$42.73	-	-	-
Development Services	4946	Permit Technician III	Full Time	Non-Exempt	4946	-	$28.71	$35.89	$44.86	-	-	-
Development Services	4976	Permit Technician IV	Full Time	Non-Exempt	4976	-	$30.15	$37.68	$47.10	-	-	-
Development Services	4947	Permit Technician Supervisor	Full Time	Exempt	4947	-	-	-	-	$80,483	$100,603	$125,754
Development Services	4953	Real Estate Specialist Senior	Full Time	Exempt	4953	-	-	-	-	$73,975	$92,468	$115,585
Development Services	4956	Real Property Supervisor	Full Time	Exempt	4956	-	-	-	-	$85,890	$107,362	$134,203
Development Services	7140	Special District Administrator	Full Time	Exempt	7140	-	-	-	-	$98,732	$123,415	$154,269
Development Services	7418	Real Estate Specialist Senior - VH	Variable Hour or Seasonal	Non-Exempt	7418	-	$35.56	$44.45	$55.56	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Finance	3401	Audit Supervisor	Full Time	Exempt	3401	-	-	-	-	$97,957	$122,446	$153,058
Finance	3402	Budget Officer	Full Time	Exempt	3402	-	-	-	-	$128,445	$160,556	$200,695
Finance	3403	Budget Program Manager	Full Time	Exempt	3403	-	-	-	-	$107,239	$134,049	$167,562
Finance	3449	Cashier	Full Time	Non-Exempt	3449	-	$19.21	$24.01	$30.01	-	-	-
Finance	3405	Cashier II	Full Time	Non-Exempt	3405	-	$20.17	$25.21	$31.51	-	-	-
Finance	3456	Cashier Supervisor	Full Time	Exempt	3456	-	-	-	-	$60,436	$75,545	$94,431
Finance	3103	Change Manager and Trainer	Full Time	Exempt	3103	-	-	-	-	$75,496	$94,370	$117,963
Finance	3406	City Treasurer	Full Time	Exempt	3406	-	-	-	-	$126,798	$158,497	$198,122
Finance	3407	Controller	Full Time	Exempt	3407	-	-	-	-	$137,004	$171,255	$214,069
Finance	3408	Debt and Treasury Analyst Senior	Full Time	Exempt	3408	-	-	-	-	$75,010	$93,763	$117,204
Finance	3437	Debt and Treasury Supervisor	Full Time	Exempt	3437	-	-	-	-	$102,250	$127,812	$159,765
Finance	3409	Director of Finance	Full Time	Exempt	3409	-	-	-	-	$175,414	$219,267	$274,085
Finance	3107	DOT Program Manager	Full Time	Exempt	3107	-	-	-	-	$72,229	$90,286	$112,858
Finance	3440	Grant Compliance Officer	Full Time	Exempt	3440	-	-	-	-	$73,782	$92,227	$115,284
Finance	3441	Grant Development Manager	Full Time	Exempt	3441	-	-	-	-	$92,231	$115,289	$144,111
Finance	3448	Licensing and Compliance Analyst	Full Time	Exempt	3448	-	-	-	-	$63,069	$78,837	$98,546
Finance	3442	Licensing and Compliance Analyst Lead	Full Time	Exempt	3442	-	-	-	-	$74,232	$92,790	$115,988
Finance	3414	Licensing Officer	Full Time	Non-Exempt	3414	-	$25.01	$31.26	$39.08	-	-	-
Finance	3415	Licensing Officer II	Full Time	Non-Exempt	3415	-	$26.76	$33.45	$41.81	-	-	-
Finance	3413	Licensing Officer Senior	Full Time	Non-Exempt	3413	-	$28.89	$36.11	$45.13	-	-	-
Finance	3450	Management Analyst	Full Time	Exempt	3450	-	-	-	-	$65,507	$81,884	$102,355
Finance	3417	Management Analyst II	Full Time	Exempt	3417	-	-	-	-	$72,058	$90,072	$112,590
Finance	3416	Management Analyst III	Full Time	Exempt	3416	-	-	-	-	$79,264	$99,080	$123,850
Finance	3467	Management Analyst IV	Full Time	Exempt	3467	-	-	-	-	$87,190	$108,988	$136,235
Finance	3418	Manager of Accounting	Full Time	Exempt	3418	-	-	-	-	$104,432	$130,541	$163,176
Finance	3419	Manager of Licensing	Full Time	Exempt	3419	-	-	-	-	$119,534	$149,418	$186,773
Finance	3438	Manager of Purchasing and Contracts	Full Time	Exempt	3438	-	-	-	-	$119,758	$149,697	$187,121
Finance	3120	Manager of Risk Operations	Full Time	Exempt	3120	-	-	-	-	$92,025	$115,031	$143,789
Finance	3446	Manager of Tax	Full Time	Exempt	3446	-	-	-	-	$119,185	$148,982	$186,227
Finance	3124	Occupational Health Assistant	Full Time	Non-Exempt	3124	-	$20.14	$25.17	$31.47	-	-	-
Finance	3422	Payroll Accountant	Full Time	Exempt	3422	-	-	-	-	$60,723	$75,904	$94,880
Finance	3452	Payroll Accountant II	Full Time	Exempt	3452	-	-	-	-	$67,030	$83,787	$104,734
Finance	3466	Payroll Accountant III	Full Time	Exempt	3466	-	-	-	-	$73,643	$92,054	$115,067
Finance	3444	Payroll and Accounting Services Supervisor	Full Time	Exempt	3444	-	-	-	-	$87,214	$109,017	$136,272
Finance	3424	Payroll Manager	Full Time	Exempt	3424	-	-	-	-	$101,222	$126,528	$158,160
Finance	3425	Payroll Specialist	Full Time	Non-Exempt	3425	-	$27.02	$33.78	$42.22	-	-	-
Finance	3468	Payroll Supervisor	Full Time	Exempt	3468	-	-	-	-	$87,214	$109,017	$136,272
Finance	3426	Procurement Agent	Full Time	Exempt	3426	-	-	-	-	$67,740	$84,675	$105,844
Finance	3427	Procurement Agent Senior	Full Time	Exempt	3427	-	-	-	-	$74,514	$93,142	$116,428
Finance	3447	Procurement Supervisor	Full Time	Exempt	3447	-	-	-	-	$98,814	$123,518	$154,397
Finance	3125	Property and Casualty Claims Adjuster	Full Time	Exempt	3125	-	-	-	-	$72,147	$90,184	$112,730
Finance	3439	Revenue Agent	Full Time	Non-Exempt	3439	-	$25.81	$32.26	$40.33	-	-	-
Finance	3429	Revenue Agent II	Full Time	Non-Exempt	3429	-	$27.10	$33.88	$42.35	-	-	-
Finance	3453	Revenue Agent III	Full Time	Non-Exempt	3453	-	$28.46	$35.57	$44.46	-	-	-
Finance	3428	Revenue Agent Lead	Full Time	Non-Exempt	3428	-	$30.01	$37.51	$46.89	-	-	-
Finance	3151	Risk Management Analyst	Full Time	Exempt	3151	-	-	-	-	$66,748	$83,436	$104,295
Finance	3126	Risk Operations Technician	Full Time	Non-Exempt	3126	-	$20.04	$25.05	$31.31	-	-	-
Finance	3127	Safety Program Manager	Full Time	Exempt	3127	-	-	-	-	$75,092	$93,865	$117,331
Finance	85	Safety Specialist	Full Time	Exempt	85	-	-	-	-	$62,822	$78,528	$98,160
Finance	3119	Senior Manager of Risk	Full Time	Exempt	3119	-	-	-	-	$122,609	$153,262	$191,577
Finance	3430	Tax and Licensing Supervisor	Full Time	Exempt	3430	-	-	-	-	$91,248	$114,060	$142,576
Finance	3431	Tax Auditor	Full Time	Exempt	3431	-	-	-	-	$64,180	$80,225	$100,281
Finance	3433	Tax Auditor II	Full Time	Exempt	3433	-	-	-	-	$67,389	$84,236	$105,296
Finance	3451	Tax Auditor Lead	Full Time	Exempt	3451	-	-	-	-	$84,581	$105,726	$132,158
Finance	3432	Tax Auditor Senior	Full Time	Exempt	3432	-	-	-	-	$75,910	$94,888	$118,610
Finance	3434	Tax Auditor Senior II	Full Time	Exempt	3434	-	-	-	-	$79,705	$99,632	$124,540
Finance	3435	Tax Technician	Full Time	Non-Exempt	3435	-	$23.36	$29.20	$36.50	-	-	-
Finance	3436	Tax Technician II	Full Time	Non-Exempt	3436	-	$24.53	$30.66	$38.32	-	-	-
Finance	3454	Tax Technician III	Full Time	Non-Exempt	3454	-	$25.75	$32.19	$40.24	-	-	-
Finance	3132	Workers Compensation Claims Adjuster	Full Time	Exempt	3132	-	-	-	-	$72,710	$90,887	$113,609
Finance	8013	Cashier Supervisor - VH	Variable Hour or Seasonal	Non-Exempt	8013	-	$29.06	$36.32	$45.41	-	-	-
Finance	7421	Controller - VH	Variable Hour or Seasonal	Non-Exempt	7421	-	$65.86	$82.33	$102.91	-	-	-
Finance	3470	Licensing Underage Minor Operative - VH	Variable Hour or Seasonal	Non-Exempt	3470	-	$17.18	$21.48	$26.85	-	-	-
Finance	7422	Property and Casualty Claims Adjuster - VH	Variable Hour or Seasonal	Non-Exempt	7422	-	$34.68	$43.35	$54.19	-	-	-
Finance	7838	Tax Auditor - VH	Variable Hour or Seasonal	Non-Exempt	7838	-	$30.85	$38.56	$48.21	-	-	-
Finance	8011	Tax Auditor Senior - VH	Variable Hour or Seasonal	Non-Exempt	8011	-	$36.49	$45.61	$57.02	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Fire Non Sworn	5807	Community Educator Program Manager	Full Time	Exempt	5807	-	-	-	-	$72,543	$90,679	$113,349
Fire Non Sworn	5801	Emergency Services Coordinator	Full Time	Exempt	5801	-	-	-	-	$76,078	$95,097	$118,872
Fire Non Sworn	5806	EMS Data Analytics - QA Program Manager	Full Time	Exempt	5806	-	-	-	-	$81,472	$101,841	$127,301
Fire Non Sworn	5809	EMS Training Program Administrator	Full Time	Exempt	5809	-	-	-	-	$103,521	$129,402	$161,753
Fire Non Sworn	1915	Fire Communications Program Manager	Full Time	Exempt	1915	-	-	-	-	$95,787	$119,734	$149,668
Fire Non Sworn	5803	Fire Inspector	Full Time	Non-Exempt	5803	-	$31.66	$39.58	$49.47	-	-	-
Fire Non Sworn	45	Inventory Control Technician	Full Time	Non-Exempt	45	-	$23.21	$29.01	$36.26	-	-	-
Fire Non Sworn	120	Logistics Operations Supervisor	Full Time	Exempt	120	-	-	-	-	$67,812	$84,765	$105,956
Fire Non Sworn	7611	Inventory Control Technician - VH	Variable Hour or Seasonal	Non-Exempt	7611	-	$23.21	$29.01	$36.26	-	-	-
Fire Non Sworn	7609	Training Center Maintenance Technician - VH	Variable Hour or Seasonal	Non-Exempt	7609	-	$17.54	$21.93	$27.41	-	-	-

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2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Fire Sworn	5808	Assistant Fire Chief	Full Time	Exempt	5808	$222,052.00	-	-	-	-	-	-
Fire Sworn	9020	Cadet Firefighter IV 8 Hour	Full Time	Non-Exempt	853	$32.70529	-	-	-	-	-	-
Fire Sworn	1227	Deputy Fire Chief	Full Time	Exempt	1227	$209,026.00	-	-	-	-	-	-
Fire Sworn	9075	Engineer 24 Hour	Full Time	Non-Exempt	859	$46.12260	-	-	-	-	-	-
Fire Sworn	P075	Engineer 24 Hour Paramedic	Full Time	Non-Exempt	859P	$47.96750	-	-	-	-	-	-
Fire Sworn	9076	Engineer 8 Hour	Full Time	Non-Exempt	860	$55.34712	-	-	-	-	-	-
Fire Sworn	P076	Engineer 8 Hour Paramedic	Full Time	Non-Exempt	860P	$57.56100	-	-	-	-	-	-
Fire Sworn	9122	Fire Battalion Chief 24 Hour Paramedic	Full Time	Exempt	865P	$177,068.25	-	-	-	-	-	-
Fire Sworn	9133	Fire Battalion Chief 8 Hour Paramedic	Full Time	Exempt	866P	$177,068.25	-	-	-	-	-	-
Fire Sworn	9120	Fire Battalion Chief 24 Hour	Full Time	Exempt	9120	$172,749.51	-	-	-	-	-	-
Fire Sworn	9130	Fire Battalion Chief 8 Hour	Full Time	Exempt	9130	$172,749.50	-	-	-	-	-	-
Fire Sworn	9100	Fire Captain 24 Hour	Full Time	Non-Exempt	863	$56.65105	-	-	-	-	-	-
Fire Sworn	P100	Fire Captain 24 Hour Paramedic	Full Time	Non-Exempt	863P	$58.63383	-	-	-	-	-	-
Fire Sworn	9110	Fire Captain 8 Hour	Full Time	Non-Exempt	864	$67.98125	-	-	-	-	-	-
Fire Sworn	P110	Fire Captain 8 Hour Paramedic	Full Time	Non-Exempt	864P	$70.36060	-	-	-	-	-	-
Fire Sworn	5802	Fire Chief	Full Time	Exempt	5802	-	-	-	-	$176,779	$220,973	$276,217
Fire Sworn	9121	Fire Commander 24 Hour	Full Time	Exempt	9121	$190,024.00	-	-	-	-	-	-
Fire Sworn	9131	Fire Commander 8 Hour	Full Time	Exempt	9131	$190,024.00	-	-	-	-	-	-
Fire Sworn	9085	Fire Lieutenant 24 Hour	Full Time	Non-Exempt	861	$49.47717	-	-	-	-	-	-
Fire Sworn	P085	Fire Lieutenant 24 Hour Paramedic	Full Time	Non-Exempt	861P	$51.45625	-	-	-	-	-	-
Fire Sworn	9090	Fire Lieutenant 8 Hour	Full Time	Non-Exempt	862	$59.37260	-	-	-	-	-	-
Fire Sworn	P090	Fire Lieutenant 8 Hour Paramedic	Full Time	Non-Exempt	862P	$61.74750	-	-	-	-	-	-
Fire Sworn	9045	Firefighter I 24 Hour	Full Time	Non-Exempt	857	$41.92949	-	-	-	-	-	-
Fire Sworn	P045	Firefighter I 24 Hour Paramedic	Full Time	Non-Exempt	857P	$46.75139	-	-	-	-	-	-
Fire Sworn	9050	Firefighter I 8 Hour	Full Time	Non-Exempt	858	$50.31539	-	-	-	-	-	-
Fire Sworn	P050	Firefighter I 8 Hour Paramedic	Full Time	Non-Exempt	858P	$56.10166	-	-	-	-	-	-
Fire Sworn	9040	Firefighter II 24 Hour	Full Time	Non-Exempt	856	$33.54367	-	-	-	-	-	-
Fire Sworn	P040	Firefighter II 24 Hour Paramedic	Full Time	Non-Exempt	856P	$37.40120	-	-	-	-	-	-
Fire Sworn	9029	Firefighter II 8 Hour	Full Time	Non-Exempt	851	$40.25241	-	-	-	-	-	-
Fire Sworn	P029	Firefighter II 8 Hour Paramedic	Full Time	Non-Exempt	851P	$44.88144	-	-	-	-	-	-
Fire Sworn	9035	Firefighter III 24 Hour	Full Time	Non-Exempt	855	$30.18951	-	-	-	-	-	-
Fire Sworn	P035	Firefighter III 24 Hour Paramedic	Full Time	Non-Exempt	855P	$33.66130	-	-	-	-	-	-
Fire Sworn	9027	Firefighter III 8 Hour	Full Time	Non-Exempt	852	$36.22741	-	-	-	-	-	-
Fire Sworn	P027	Firefighter III 8 Hour Paramedic	Full Time	Non-Exempt	852P	$40.39356	-	-	-	-	-	-
Fire Sworn	9030	Firefighter IV 24 Hour	Full Time	Non-Exempt	854	$27.25441	-	-	-	-	-	-
Fire Sworn	P030	Firefighter IV 24 Hour Paramedic	Full Time	Non-Exempt	854P	$30.38867	-	-	-	-	-	-
Fire Sworn	9025	Firefighter IV 8 Hour	Full Time	Non-Exempt	853	$32.70529	-	-	-	-	-	-
Fire Sworn	P025	Firefighter IV 8 Hour Paramedic	Full Time	Non-Exempt	853P	$36.46640	-	-	-	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
General Management	1701	City Clerk	Full Time	Exempt	1701	-	-	-	-	$132,057	$165,071	$206,339
General Management	1721	City Clerk Analyst	Full Time	Exempt	1721	-	-	-	-	$61,922	$77,403	$96,754
General Management	1702	City Clerk Supervisor	Full Time	Exempt	1702	-	-	-	-	$77,464	$96,830	$121,038
General Management	1703	City Clerk Technician	Full Time	Non-Exempt	1703	-	$24.47	$30.59	$38.23	-	-	-
General Management	1704	City Manager	Full Time	Exempt	1704	-	-	-	-	$240,039	$300,049	$375,061
General Management	1706	Deputy City Clerk	Full Time	Exempt	1706	-	-	-	-	$87,935	$109,918	$137,398
General Management	1707	Deputy City Manager	Full Time	Exempt	1707	-	-	-	-	$202,411	$253,014	$316,268
General Management	1736	Director of General Management	Full Time	Exempt	1736	-	-	-	-	$140,748	$175,935	$219,919
General Management	1727	Executive Administrative Supervisor Senior	Full Time	Exempt	1727	-	-	-	-	$78,485	$98,106	$122,633
General Management	4969	Fleet Facilities Worker	Full Time	Non-Exempt	4969	-	$17.51	$21.88	$27.35	-	-	-
General Management	4932	Fleet Fire Technician	Full Time	Non-Exempt	4932	-	$30.14	$37.67	$47.09	-	-	-
General Management	4995	Fleet Fire Technician II	Full Time	Non-Exempt	4995	-	$33.15	$41.44	$51.80	-	-	-
General Management	4996	Fleet Fire Technician III	Full Time	Non-Exempt	4996	-	$36.47	$45.58	$56.98	-	-	-
General Management	4921	Fleet Fire Technician Lead	Full Time	Non-Exempt	4921	-	$40.11	$50.14	$62.67	-	-	-
General Management	4927	Fleet Heavy Supervisor	Full Time	Exempt	4927	-	-	-	-	$83,425	$104,281	$130,352
General Management	4926	Fleet Heavy Technician	Full Time	Non-Exempt	4926	-	$27.40	$34.25	$42.81	-	-	-
General Management	4992	Fleet Heavy Technician II	Full Time	Non-Exempt	4992	-	$30.14	$37.67	$47.09	-	-	-
General Management	4993	Fleet Heavy Technician III	Full Time	Non-Exempt	4993	-	$33.15	$41.44	$51.80	-	-	-
General Management	503	Fleet Heavy Technician Non-CDL	Full Time	Non-Exempt	503	-	$27.40	$34.25	$42.81	-	-	-
General Management	4928	Fleet Light Supervisor	Full Time	Exempt	4928	-	-	-	-	$75,841	$94,801	$118,502
General Management	4931	Fleet Light Technician	Full Time	Non-Exempt	4931	-	$24.91	$31.14	$38.92	-	-	-
General Management	4933	Fleet Light Technician II	Full Time	Non-Exempt	4933	-	$27.40	$34.25	$42.81	-	-	-
General Management	4934	Fleet Light Technician III	Full Time	Non-Exempt	4934	-	$30.14	$37.67	$47.09	-	-	-
General Management	4929	Fleet Light Technician Lead	Full Time	Non-Exempt	4929	-	$33.15	$41.44	$51.80	-	-	-
General Management	4998	Fleet Paint and Body Technician	Full Time	Non-Exempt	4998	-	$23.88	$29.84	$37.30	-	-	-
General Management	4999	Fleet Paint and Body Technician II	Full Time	Non-Exempt	4999	-	$26.26	$32.83	$41.03	-	-	-
General Management	4924	Fleet Paint and Body Technician III	Full Time	Non-Exempt	4924	-	$28.89	$36.11	$45.14	-	-	-
General Management	5006	Fleet Parts Lead	Full Time	Non-Exempt	5006	-	$28.36	$35.45	$44.32	-	-	-
General Management	5003	Fleet Parts Technician	Full Time	Non-Exempt	5003	-	$23.44	$29.30	$36.63	-	-	-
General Management	5004	Fleet Parts Technician II	Full Time	Non-Exempt	5004	-	$25.79	$32.23	$40.29	-	-	-
General Management	4957	Fleet Service Technician	Full Time	Non-Exempt	4957	-	$22.34	$27.93	$34.91	-	-	-
General Management	5005	Fleet Superintendent	Full Time	Exempt	5005	-	-	-	-	$100,944	$126,181	$157,726
General Management	5000	Fleet Welding and Fabrication Technician	Full Time	Non-Exempt	5000	-	$26.15	$32.69	$40.86	-	-	-
General Management	5001	Fleet Welding and Fabrication Technician II	Full Time	Non-Exempt	5001	-	$28.77	$35.96	$44.95	-	-	-
General Management	5002	Fleet Welding and Fabrication Technician III	Full Time	Non-Exempt	5002	-	$31.65	$39.56	$49.44	-	-	-
General Management	1712	Intergovernmental Community Outreach Coordinator	Full Time	Non-Exempt	1712	-	$31.77	$39.71	$49.63	-	-	-
General Management	1713	Intergovernmental Relations Manager	Full Time	Exempt	1713	-	-	-	-	$111,084	$138,855	$173,569
General Management	1714	Internal Auditor	Full Time	Exempt	1714	-	-	-	-	$63,149	$78,937	$98,671
General Management	1716	Internal Auditor II	Full Time	Exempt	1716	-	-	-	-	$66,307	$82,883	$103,604
General Management	1732	Internal Auditor III	Full Time	Exempt	1732	-	-	-	-	$72,937	$91,172	$113,965
General Management	1715	Internal Auditor Senior	Full Time	Exempt	1715	-	-	-	-	$79,802	$99,753	$124,691
General Management	1733	Internal Auditor Senior II	Full Time	Exempt	1733	-	-	-	-	$83,792	$104,740	$130,925
General Management	1734	Internal Auditor Senior III	Full Time	Exempt	1734	-	-	-	-	$92,171	$115,214	$144,018
General Management	4930	Manager of Fleet Operation	Full Time	Exempt	4930	-	-	-	-	$129,134	$161,418	$201,773
General Management	1718	Manager of Internal Audit	Full Time	Exempt	1718	-	-	-	-	$146,779	$183,474	$229,343
General Management	4978	Physical Security Manager	Full Time	Exempt	4978	-	-	-	-	$92,787	$115,983	$144,979
General Management	1737	Senior International Program Coordinator	Full Time	Non-Exempt	1737	-	$35.02	$43.77	$54.71	-	-	-
General Management	1708	Special Projects Manager	Full Time	Non-Exempt	1708	-	$53.05	$66.32	$82.90	-	-	-
General Management	3445	Strategy and Performance Manager	Full Time	Exempt	3445	-	-	-	-	$108,057	$135,072	$168,840
General Management	7890	Fleet Apprentice - VH	Variable Hour or Seasonal	Non-Exempt	7890	-	$20.55	$25.69	$32.11	-	-	-
General Management	7647	Fleet Parts Technician - VH	Variable Hour or Seasonal	Non-Exempt	7647	-	$23.44	$29.30	$36.63	-	-	-
General Management	7419	Project Coordinator Senior, USDA - VH	Variable Hour or Seasonal	Non-Exempt	7419	-	$34.76	$43.45	$54.32	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Housing & Community Services	6443	Animal Care Coordinator	Full Time	Non-Exempt	6443	-	$26.55	$33.18	$41.48	-	-	-
Housing & Community Services	6401	Animal Field Supervisor	Full Time	Exempt	6401	-	-	-	-	$70,448	$88,061	$110,076
Housing & Community Services	6402	Animal Protection Officer	Full Time	Non-Exempt	6402	-	$24.55	$30.69	$38.36	-	-	-
Housing & Community Services	6434	Animal Protection Officer Lead	Full Time	Non-Exempt	6434	-	$27.89	$34.87	$43.58	-	-	-
Housing & Community Services	6404	Animal Services Assistant	Full Time	Non-Exempt	6404	-	$19.08	$23.85	$29.81	-	-	-
Housing & Community Services	6406	Animal Shelter Supervisor	Full Time	Exempt	6406	-	-	-	-	$70,862	$88,578	$110,722
Housing & Community Services	6444	Behavior Assistant	Full Time	Non-Exempt	6444	-	$22.22	$27.78	$34.72	-	-	-
Housing & Community Services	6408	Code Enforcement Officer	Full Time	Non-Exempt	6408	-	$25.13	$31.42	$39.27	-	-	-
Housing & Community Services	6409	Code Enforcement Officer II	Full Time	Non-Exempt	6409	-	$26.64	$33.30	$41.63	-	-	-
Housing & Community Services	6438	Code Enforcement Officer III	Full Time	Non-Exempt	6438	-	$28.77	$35.97	$44.96	-	-	-
Housing & Community Services	6410	Code Enforcement Supervisor	Full Time	Exempt	6410	-	-	-	-	$76,319	$95,399	$119,249
Housing & Community Services	6412	Community Program Specialist	Full Time	Non-Exempt	6412	-	$24.86	$31.07	$38.84	-	-	-
Housing & Community Services	6435	Crisis Intervention Program Administrator	Full Time	Exempt	6435	-	-	-	-	$83,108	$103,886	$129,857
Housing & Community Services	6440	Deputy Director of Housing and Community Services	Full Time	Exempt	6440	-	-	-	-	$134,661	$168,327	$210,408
Housing & Community Services	6420	Development Officer Associate	Full Time	Exempt	6420	-	-	-	-	$46,255	$57,819	$72,274
Housing & Community Services	6415	Director of Housing Community Services	Full Time	Exempt	6415	-	-	-	-	$159,256	$199,070	$248,838
Housing & Community Services	6445	Division Manager - Intervention Programs	Full Time	Exempt	6445	-	-	-	-	$99,455	$124,319	$155,399
Housing & Community Services	6416	Graffiti Official Neighborhood	Full Time	Non-Exempt	6416	-	$21.60	$27.00	$33.75	-	-	-
Housing & Community Services	6442	Homeless Outreach Worker	Full Time	Non-Exempt	6442	-	$25.17	$31.47	$39.33	-	-	-
Housing & Community Services	6436	Homeless Services Field Supervisor	Full Time	Exempt	6436	-	-	-	-	$65,525	$81,906	$102,383
Housing & Community Services	6430	Homelessness Program Liaison	Full Time	Non-Exempt	6430	-	$25.44	$31.80	$39.75	-	-	-
Housing & Community Services	6419	Housing and Commercial Development Specialist	Full Time	Non-Exempt	6419	-	$26.00	$32.50	$40.62	-	-	-
Housing & Community Services	6433	Housing and Community Development Officer	Full Time	Exempt	6433	-	-	-	-	$69,357	$86,697	$108,371
Housing & Community Services	6432	Housing and Development Supervisor	Full Time	Exempt	6432	-	-	-	-	$76,293	$95,367	$119,208
Housing & Community Services	6439	Housing Compliance Officer	Full Time	Exempt	6439	-	-	-	-	$59,550	$74,438	$93,047
Housing & Community Services	6418	Housing Counselor Supervisor	Full Time	Exempt	6418	-	-	-	-	$68,570	$85,713	$107,142
Housing & Community Services	6422	Manager of Animal Care	Full Time	Exempt	6422	-	-	-	-	$110,800	$138,501	$173,126
Housing & Community Services	6423	Manager of Code Enforcement	Full Time	Exempt	6423	-	-	-	-	$103,505	$129,381	$161,727
Housing & Community Services	6424	Manager of Community Development	Full Time	Exempt	6424	-	-	-	-	$103,902	$129,878	$162,348
Housing & Community Services	6431	Manager of Homelessness Behavioral Health	Full Time	Exempt	6431	-	-	-	-	$103,814	$129,768	$162,210
Housing & Community Services	6421	Shelter Attendant Lead	Full Time	Non-Exempt	6421	-	$22.02	$27.52	$34.40	-	-	-
Housing & Community Services	6425	Veterinary Technician	Full Time	Non-Exempt	6425	-	$21.33	$26.67	$33.33	-	-	-
Housing & Community Services	6426	Youth Violence Prevention Program Administrator	Full Time	Exempt	6426	-	-	-	-	$81,800	$102,250	$127,812
Housing & Community Services	6429	Youth Violence Prevention Program Coordinator	Full Time	Exempt	6429	-	-	-	-	$59,565	$74,456	$93,070
Housing & Community Services	7420	Animal Services Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7420	-	$19.08	$23.85	$29.81	-	-	-
Housing & Community Services	7898	Data Analyst, Housing and Community Services - VH	Variable Hour or Seasonal	Non-Exempt	7898	-	$31.84	$39.81	$49.76	-	-	-
Housing & Community Services	6441	Homeless Outreach Worker - VH	Variable Hour or Seasonal	Non-Exempt	6441	-	$25.17	$31.47	$39.33	-	-	-
Housing & Community Services	7618	Housing Counselor - VH	Variable Hour or Seasonal	Non-Exempt	7618	-	$21.63	$27.04	$33.80	-	-	-
Housing & Community Services	7497	Veterinarian - VH	Variable Hour or Seasonal	Non-Exempt	7497	-	$70.89	$88.61	$110.77	-	-	-
Housing & Community Services	7807	Veterinary Technician - VH	Variable Hour or Seasonal	Non-Exempt	7807	-	$21.33	$26.67	$33.33	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Human Resources	3101	Benefits Analyst	Full Time	Exempt	3101	-	-	-	-	$66,266	$82,833	$103,541
Human Resources	3135	Benefits Analyst Senior	Full Time	Exempt	3135	-	-	-	-	$76,074	$95,092	$118,865
Human Resources	3102	Benefits Technician	Full Time	Non-Exempt	3102	-	$26.59	$33.24	$41.54	-	-	-
Human Resources	3104	Compensation and Classification Analyst	Full Time	Exempt	3104	-	-	-	-	$72,776	$90,970	$113,712
Human Resources	3136	Compensation and Classification Analyst Senior	Full Time	Exempt	3136	-	-	-	-	$83,692	$104,615	$130,769
Human Resources	3105	Deputy Director of Human Resources	Full Time	Exempt	3105	-	-	-	-	$146,647	$183,309	$229,137
Human Resources	3106	Director of Human Resources	Full Time	Exempt	3106	-	-	-	-	$170,712	$213,390	$266,737
Human Resources	3109	Employee Relations Specialist	Full Time	Exempt	3109	-	-	-	-	$74,601	$93,252	$116,565
Human Resources	3108	Employee Relations Specialist Senior	Full Time	Exempt	3108	-	-	-	-	$84,172	$105,215	$131,519
Human Resources	3111	HRIS Analyst	Full Time	Exempt	3111	-	-	-	-	$73,515	$91,894	$114,868
Human Resources	3112	HRIS Analyst Senior	Full Time	Exempt	3112	-	-	-	-	$83,807	$104,759	$130,949
Human Resources	3147	HRIS Records Technician	Full Time	Non-Exempt	3147	-	$24.99	$31.24	$39.05	-	-	-
Human Resources	3113	HRIS Technician	Full Time	Non-Exempt	3113	-	$24.99	$31.24	$39.05	-	-	-
Human Resources	3116	Labor Relations Officer	Full Time	Exempt	3116	-	-	-	-	$99,503	$124,379	$155,474
Human Resources	3129	Learning and Development Specialist	Full Time	Exempt	3129	-	-	-	-	$60,941	$76,176	$95,220
Human Resources	3149	Leave Management Administrator	Full Time	Exempt	3149	-	-	-	-	$72,638	$90,798	$113,497
Human Resources	3140	LMS Administrator	Full Time	Exempt	3140	-	-	-	-	$68,677	$85,846	$107,308
Human Resources	3133	Manager of Benefits and Wellness	Full Time	Exempt	3133	-	-	-	-	$98,937	$123,671	$154,589
Human Resources	3115	Manager of Compensation and Classification	Full Time	Exempt	3115	-	-	-	-	$106,994	$133,743	$167,178
Human Resources	3117	Manager of Employee Relations	Full Time	Exempt	3117	-	-	-	-	$102,659	$128,323	$160,404
Human Resources	3144	Manager of HR Public Safety Support	Full Time	Exempt	3144	-	-	-	-	$87,627	$109,534	$136,918
Human Resources	3118	Manager of HRIS	Full Time	Exempt	3118	-	-	-	-	$114,683	$143,354	$179,193
Human Resources	3121	Manager of Talent Acquisition	Full Time	Exempt	3121	-	-	-	-	$99,950	$124,937	$156,172
Human Resources	3123	Manager of Training and Development	Full Time	Exempt	3123	-	-	-	-	$96,517	$120,646	$150,808
Human Resources	1711	People Officer	Full Time	Exempt	1711	-	-	-	-	$128,262	$160,328	$200,410
Human Resources	3142	Performance Management Program Administrator	Full Time	Exempt	3142	-	-	-	-	$90,879	$113,599	$141,999
Human Resources	3137	Public Safety Support Specialist	Full Time	Exempt	3137	-	-	-	-	$60,990	$76,238	$95,298
Human Resources	3141	Public Safety Support Supervisor	Full Time	Exempt	3141	-	-	-	-	$81,891	$102,364	$127,955
Human Resources	3128	Talent Acquisition Specialist	Full Time	Exempt	3128	-	-	-	-	$63,816	$79,770	$99,713
Human Resources	3134	Talent Acquisition Specialist Senior	Full Time	Exempt	3134	-	-	-	-	$76,155	$95,194	$118,993
Human Resources	3148	Technical Writer	Full Time	Exempt	3148	-	-	-	-	$67,566	$84,458	$105,573
Human Resources	3146	Volunteer Program Administrator	Full Time	Exempt	3146	-	-	-	-	$65,448	$81,810	$102,263
Human Resources	3131	Wellness Coordinator	Full Time	Non-Exempt	3131	-	$31.74	$39.68	$49.59	-	-	-
Human Resources	7685	Background Investigator - VH	Variable Hour or Seasonal	Non-Exempt	7685	-	$32.41	$40.51	$50.64	-	-	-
Human Resources	7459	Background Investigator Lead - VH	Variable Hour or Seasonal	Non-Exempt	7459	-	$35.43	$44.28	$55.35	-	-	-
Human Resources	7426	Compensation and Classification Technician - VH	Variable Hour or Seasonal	Non-Exempt	7426	-	$26.97	$33.72	$42.14	-	-	-
Human Resources	7906	HR Business Partner - VH	Variable Hour or Seasonal	Non-Exempt	7906	-	$41.61	$52.02	$65.02	-	-	-
Human Resources	7444	HR Management Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7444	-	$28.59	$35.74	$44.68	-	-	-
Human Resources	7482	Human Resources Technician - VH	Variable Hour or Seasonal	Non-Exempt	7482	-	$25.25	$31.56	$39.45	-	-	-
Human Resources	7457	Talent Acquisition Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7457	-	$30.68	$38.35	$47.93	-	-	-
Human Resources	1735	Training Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	1735	-	$30.13	$37.66	$47.07	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Information Technology	3701	Business Analyst	Full Time	Exempt	3701	-	-	-	-	$73,006	$91,257	$114,072
Information Technology	3738	Business Analyst II	Full Time	Exempt	3738	-	-	-	-	$78,116	$97,645	$122,057
Information Technology	3737	Business Relationship Manager	Full Time	Exempt	3737	-	-	-	-	$107,403	$134,254	$167,817
Information Technology	3702	Business Solution Architect Senior	Full Time	Exempt	3702	-	-	-	-	$104,780	$130,976	$163,720
Information Technology	3703	Business Solutions Architect	Full Time	Exempt	3703	-	-	-	-	$93,894	$117,368	$146,710
Information Technology	3704	Business Solutions Architect II	Full Time	Exempt	3704	-	-	-	-	$98,589	$123,237	$154,046
Information Technology	3705	Chief Information Officer	Full Time	Exempt	3705	-	-	-	-	$176,624	$220,780	$275,975
Information Technology	3706	Chief Information Security Officer	Full Time	Exempt	3706	-	-	-	-	$141,062	$176,327	$220,409
Information Technology	3734	Compliance Analyst	Full Time	Exempt	3734	-	-	-	-	$77,665	$97,081	$121,352
Information Technology	3708	End User Computing Analyst	Full Time	Non-Exempt	3708	-	$24.00	$30.00	$37.49	-	-	-
Information Technology	3710	End User Computing Analyst II	Full Time	Non-Exempt	3710	-	$25.20	$31.50	$39.37	-	-	-
Information Technology	3711	Information Technology Supervisor	Full Time	Exempt	3711	-	-	-	-	$117,342	$146,677	$183,347
Information Technology	3733	Manager of Software Solutions	Full Time	Exempt	3733	-	-	-	-	$132,548	$165,685	$207,107
Information Technology	3719	Network Engineer	Full Time	Exempt	3719	-	-	-	-	$74,519	$93,149	$116,437
Information Technology	3720	Network Engineer Senior	Full Time	Exempt	3720	-	-	-	-	$90,357	$112,946	$141,183
Information Technology	3721	PMO Manager Information Technology	Full Time	Exempt	3721	-	-	-	-	$117,787	$147,233	$184,042
Information Technology	3722	Principal Database Administrator	Full Time	Exempt	3722	-	-	-	-	$104,376	$130,471	$163,088
Information Technology	3723	Program Manager Information Technology	Full Time	Exempt	3723	-	-	-	-	$98,537	$123,171	$153,964
Information Technology	3724	Project Manager Information Technology	Full Time	Exempt	3724	-	-	-	-	$90,357	$112,946	$141,183
Information Technology	3729	Radio and Wireless Device Engineer	Full Time	Non-Exempt	3729	-	$28.33	$35.41	$44.26	-	-	-
Information Technology	3725	Security Analyst	Full Time	Exempt	3725	-	-	-	-	$77,873	$97,342	$121,677
Information Technology	3726	Security Analyst Senior	Full Time	Exempt	3726	-	-	-	-	$94,532	$118,166	$147,707
Information Technology	3735	System Administrator	Full Time	Exempt	3735	-	-	-	-	$64,700	$80,876	$101,095
Information Technology	3728	Systems Engineer	Full Time	Exempt	3728	-	-	-	-	$80,573	$100,716	$125,895
Information Technology	3731	Systems Engineer Senior	Full Time	Exempt	3731	-	-	-	-	$96,945	$121,181	$151,477
Information Technology	3732	Technical Infrastructure Manager	Full Time	Exempt	3732	-	-	-	-	$125,032	$156,291	$195,363
Information Technology	7461	Business Solutions Architect - VH	Variable Hour or Seasonal	Non-Exempt	7461	-	$45.14	$56.43	$70.54	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Judicial	774	Associate Judge	Full Time	Exempt	774	-	-	-	-	$152,195	$190,244	$237,805
Judicial	775	Chief Court Reporter	Full Time	Exempt	775	-	-	-	-	$71,575	$89,468	$111,835
Judicial	776	Court Reporter	Full Time	Non-Exempt	776	-	$28.68	$35.85	$44.82	-	-	-
Judicial	786	Court Reporter II	Full Time	Non-Exempt	786	-	$30.12	$37.65	$47.06	-	-	-
Judicial	787	Court Reporter III	Full Time	Non-Exempt	787	-	$31.62	$39.53	$49.41	-	-	-
Judicial	777	Courtroom Assistant	Full Time	Non-Exempt	777	-	$21.67	$27.09	$33.86	-	-	-
Judicial	778	Courtroom Assistant II	Full Time	Non-Exempt	778	-	$23.42	$29.28	$36.60	-	-	-
Judicial	788	Courtroom Assistant III	Full Time	Non-Exempt	788	-	$24.60	$30.74	$38.43	-	-	-
Judicial	779	Courtroom Assistant Lead	Full Time	Exempt	779	-	-	-	-	$63,325	$79,157	$98,946
Judicial	780	Presiding Judge	Full Time	Exempt	780	-	-	-	-	$163,706	$204,632	$255,791
Judicial	783	Teen Court Coordinator	Full Time	Exempt	783	-	-	-	-	$62,128	$77,661	$97,076
Judicial	781	Treatment Court Assistant Coordinator	Full Time	Non-Exempt	781	-	$29.46	$36.82	$46.03	-	-	-
Judicial	785	Wellness Court Coordinator	Full Time	Exempt	785	-	-	-	-	$62,331	$77,914	$97,393
Judicial	7606	Courtroom Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7606	-	$21.67	$27.09	$33.86	-	-	-
Judicial	7902	Courtroom Assistant II - VH	Variable Hour or Seasonal	Non-Exempt	7902	-	$23.42	$29.28	$36.60	-	-	-
Judicial	6040	Relief Judge - VH	Variable Hour or Seasonal	Non-Exempt	6040	-	$73.18	$91.47	$114.33	-	-	-
Judicial	782	Treatment Court Assistant Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	782	-	$29.46000	$36.82000	$46.03000	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Library & Cultural Services	4340	Art Program Supervisor	Full Time	Exempt	4340	-	-	-	-	$61,736	$77,170	$96,462
Library & Cultural Services	4338	Curator	Full Time	Exempt	4338	-	-	-	-	$56,114	$70,143	$87,679
Library & Cultural Services	4335	Deputy Director of Library Services	Full Time	Exempt	4335	-	-	-	-	$128,986	$161,232	$201,540
Library & Cultural Services	4302	Director of Library and Cultural Services	Full Time	Exempt	4302	-	-	-	-	$159,256	$199,070	$248,838
Library & Cultural Services	4342	Facility Supervisor	Full Time	Exempt	4342	-	-	-	-	$59,601	$74,501	$93,127
Library & Cultural Services	4304	Librarian	Full Time	Exempt	4304	-	-	-	-	$54,402	$68,003	$85,004
Library & Cultural Services	4306	Library Assistant	Full Time	Non-Exempt	4306	-	$20.50	$25.62	$32.02	-	-	-
Library & Cultural Services	4344	Library Branch Manager	Full Time	Exempt	4344	-	-	-	-	$67,157	$83,947	$104,934
Library & Cultural Services	4313	Library Branch Supervisor	Full Time	Exempt	4313	-	-	-	-	$63,780	$79,725	$99,656
Library & Cultural Services	4311	Library Circulation Supervisor	Full Time	Exempt	4311	-	-	-	-	$58,732	$73,415	$91,769
Library & Cultural Services	4308	Library Clerk	Full Time	Non-Exempt	4308	-	$17.82	$22.28	$27.85	-	-	-
Library & Cultural Services	4327	Library Clerk Courier	Full Time	Non-Exempt	4327	-	$19.61	$24.51	$30.63	-	-	-
Library & Cultural Services	4331	Library Programming Supervisor	Full Time	Exempt	4331	-	-	-	-	$61,350	$76,687	$95,859
Library & Cultural Services	4309	Library Security Clerk	Full Time	Non-Exempt	4309	-	$18.65	$23.31	$29.14	-	-	-
Library & Cultural Services	4334	Library Security Supervisor	Full Time	Exempt	4334	-	-	-	-	$49,545	$61,932	$77,415
Library & Cultural Services	4315	Manager of Library Operations	Full Time	Exempt	4315	-	-	-	-	$89,309	$111,636	$139,545
Library & Cultural Services	4321	Manager of Library Technical Services	Full Time	Exempt	4321	-	-	-	-	$94,888	$118,610	$148,262
Library & Cultural Services	4341	Manager of Marketing and Communication	Full Time	Exempt	4341	-	-	-	-	$99,877	$124,847	$156,059
Library & Cultural Services	4337	Manager of Museum Operations	Full Time	Exempt	4337	-	-	-	-	$68,712	$85,890	$107,362
Library & Cultural Services	4336	Manager of Theater Operations	Full Time	Exempt	4336	-	-	-	-	$68,712	$85,890	$107,362
Library & Cultural Services	4328	Museum Assistant	Full Time	Non-Exempt	4328	-	$19.55	$24.44	$30.54	-	-	-
Library & Cultural Services	4339	Museum Program Supervisor	Full Time	Exempt	4339	-	-	-	-	$56,114	$70,143	$87,679
Library & Cultural Services	4319	Patron Services Manager	Full Time	Exempt	4319	-	-	-	-	$60,110	$75,137	$93,922
Library & Cultural Services	4329	People and Culture Coordinator	Full Time	Exempt	4329	-	-	-	-	$60,824	$76,030	$95,038
Library & Cultural Services	4320	Technical Trades Supervisor	Full Time	Exempt	4320	-	-	-	-	$57,029	$71,286	$89,108
Library & Cultural Services	4325	Theater Technician	Full Time	Non-Exempt	4325	-	$22.74	$28.43	$35.53	-	-	-
Library & Cultural Services	7488	Art Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7488	-	$18.81	$23.51	$29.39	-	-	-
Library & Cultural Services	7820	Dance Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7820	-	$22.30	$27.87	$34.84	-	-	-
Library & Cultural Services	7568	Library Aide - VH	Variable Hour or Seasonal	Non-Exempt	7568	-	$15.15	$18.94	$23.67	-	-	-
Library & Cultural Services	7595	Library Page - VH	Variable Hour or Seasonal	Non-Exempt	7595	-	$15.15	$18.94	$23.67	-	-	-
Library & Cultural Services	7865	Theatre Attendant - VH	Variable Hour or Seasonal	Non-Exempt	7865	-	$15.15	$18.88	$23.60	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Parks, Recreation, & Open Space	6103	Arborist Climbing Technician	Full Time	Non-Exempt	6103	-	$23.64	$29.55	$36.94	-	-	-
Parks, Recreation, & Open Space	6172	Arborist Climbing Technician II	Full Time	Non-Exempt	6172	-	$25.29	$31.62	$39.52	-	-	-
Parks, Recreation, & Open Space	6104	Arborist Crew Leader	Full Time	Non-Exempt	6104	-	$27.75	$34.68	$43.35	-	-	-
Parks, Recreation, & Open Space	6171	Arborist Small Tree Specialist	Full Time	Non-Exempt	6171	-	$27.75	$34.68	$43.35	-	-	-
Parks, Recreation, & Open Space	6106	Arborist Supervisor	Full Time	Exempt	6106	-	-	-	-	$67,157	$83,947	$104,934
Parks, Recreation, & Open Space	6108	Assistant Director of Administration	Full Time	Exempt	6108	-	-	-	-	$107,227	$134,034	$167,543
Parks, Recreation, & Open Space	6111	City Arborist	Full Time	Exempt	6111	-	-	-	-	$74,819	$93,524	$116,905
Parks, Recreation, & Open Space	6184	Deputy Director of Parks, Open Space, and Forestry	Full Time	Exempt	6184	-	-	-	-	$132,120	$165,150	$206,437
Parks, Recreation, & Open Space	6185	Deputy Director of Recreation Services and Golf Operations	Full Time	Exempt	6185	-	-	-	-	$132,120	$165,150	$206,437
Parks, Recreation, & Open Space	6112	Director of Parks, Recreation, and Open Space	Full Time	Exempt	6112	-	-	-	-	$170,402	$213,004	$266,254
Parks, Recreation, & Open Space	6113	Events Coordinator	Full Time	Exempt	6113	-	-	-	-	$59,483	$74,354	$92,942
Parks, Recreation, & Open Space	6116	Forestry Inspector	Full Time	Non-Exempt	6116	-	$26.63	$33.29	$41.61	-	-	-
Parks, Recreation, & Open Space	6139	Forestry Superintendent	Full Time	Exempt	6139	-	-	-	-	$88,866	$111,082	$138,853
Parks, Recreation, & Open Space	6118	Golf Assistant Professional	Full Time	Exempt	6118	-	-	-	-	$54,069	$67,587	$84,484
Parks, Recreation, & Open Space	6119	Golf Assistant Superintendent	Full Time	Non-Exempt	6119	-	$29.54	$36.92	$46.15	-	-	-
Parks, Recreation, & Open Space	6121	Golf Equipment Specialist	Full Time	Non-Exempt	6121	-	$25.57	$31.96	$39.95	-	-	-
Parks, Recreation, & Open Space	6183	Golf Equipment Specialist Senior	Full Time	Non-Exempt	6183	-	$28.12	$35.15	$43.94	-	-	-
Parks, Recreation, & Open Space	6122	Golf Head Professional	Full Time	Exempt	6122	-	-	-	-	$80,082	$100,102	$125,128
Parks, Recreation, & Open Space	6160	Golf Mechanic Specialist	Full Time	Non-Exempt	6160	-	$25.29	$31.61	$39.52	-	-	-
Parks, Recreation, & Open Space	6120	Golf Superintendent	Full Time	Exempt	6120	-	-	-	-	$77,818	$97,273	$121,591
Parks, Recreation, & Open Space	6164	Landscape Architect	Full Time	Exempt	6164	-	-	-	-	$75,992	$94,990	$118,737
Parks, Recreation, & Open Space	6129	Landscape Architect Senior	Full Time	Exempt	6129	-	-	-	-	$81,136	$101,420	$126,775
Parks, Recreation, & Open Space	6170	Landscape Designer	Full Time	Exempt	6170	-	-	-	-	$57,914	$72,393	$90,491
Parks, Recreation, & Open Space	6161	Maintenance Specialist	Full Time	Non-Exempt	6161	-	$23.82	$29.78	$37.22	-	-	-
Parks, Recreation, & Open Space	513	Maintenance Specialist Non-CDL	Full Time	Non-Exempt	513	-	$23.82	$29.78	$37.22	-	-	-
Parks, Recreation, & Open Space	6131	Manager of Golf	Full Time	Exempt	6131	-	-	-	-	$95,460	$119,325	$149,157
Parks, Recreation, & Open Space	4322	Manager of Marketing and Special Events	Full Time	Exempt	4322	-	-	-	-	$97,734	$122,168	$152,710
Parks, Recreation, & Open Space	6133	Manager of Open Space and Forestry	Full Time	Exempt	6133	-	-	-	-	$98,719	$123,399	$154,249
Parks, Recreation, & Open Space	6134	Manager of Park Operations	Full Time	Exempt	6134	-	-	-	-	$98,719	$123,399	$154,249
Parks, Recreation, & Open Space	6135	Manager of PROS Plan Design Conservation	Full Time	Exempt	6135	-	-	-	-	$98,998	$123,748	$154,685
Parks, Recreation, & Open Space	6165	Manager of Recreation Services	Full Time	Exempt	6165	-	-	-	-	$95,460	$119,325	$149,157
Parks, Recreation, & Open Space	6156	Marketing and Special Events Senior Supervisor	Full Time	Exempt	6156	-	-	-	-	$81,220	$101,526	$126,907
Parks, Recreation, & Open Space	6137	Marketing Coordinator	Full Time	Exempt	6137	-	-	-	-	$60,824	$76,030	$95,038
Parks, Recreation, & Open Space	53	Natural Resources Specialist	Full Time	Exempt	53	-	-	-	-	$67,812	$84,765	$105,956
Parks, Recreation, & Open Space	54	Natural Resources Supervisor	Full Time	Exempt	54	-	-	-	-	$90,994	$113,742	$142,178
Parks, Recreation, & Open Space	6138	Natural Resources Technician	Full Time	Non-Exempt	6138	-	$24.43	$30.53	$38.16	-	-	-
Parks, Recreation, & Open Space	7701	Open Space Service Coordinator	Full Time	Exempt	7701	-	-	-	-	$51,206	$64,008	$80,010
Parks, Recreation, & Open Space	6140	OSNR Parks Crew Lead	Full Time	Non-Exempt	6140	-	$24.74	$30.93	$38.66	-	-	-
Parks, Recreation, & Open Space	6141	OSNR Superintendent	Full Time	Exempt	6141	-	-	-	-	$87,280	$109,100	$136,375
Parks, Recreation, & Open Space	6142	Park Ranger	Full Time	Non-Exempt	6142	-	$23.60	$29.50	$36.87	-	-	-
Parks, Recreation, & Open Space	6143	Park Ranger II	Full Time	Non-Exempt	6143	-	$25.26	$31.57	$39.46	-	-	-
Parks, Recreation, & Open Space	6189	Park Ranger III	Full Time	Non-Exempt	6189	-	$27.02	$33.78	$42.22	-	-	-
Parks, Recreation, & Open Space	6144	Park Ranger Supervisor	Full Time	Exempt	6144	-	-	-	-	$64,669	$80,836	$101,045
Parks, Recreation, & Open Space	6128	Parks Irrigation Specialist	Full Time	Non-Exempt	6128	-	$23.84	$29.80	$37.24	-	-	-
Parks, Recreation, & Open Space	6180	Parks Irrigation Specialist II	Full Time	Non-Exempt	6180	-	$26.13	$32.66	$40.83	-	-	-
Parks, Recreation, & Open Space	509	Parks Irrigation Specialist Non-CDL	Full Time	Non-Exempt	509	-	$23.84	$29.80	$37.24	-	-	-
Parks, Recreation, & Open Space	81	Parks Maintenance and Operations Supervisor	Full Time	Exempt	81	-	-	-	-	$73,292	$91,616	$114,520
Parks, Recreation, & Open Space	204	Parks Project Delivery Supervisor	Full Time	Exempt	204	-	-	-	-	$91,861	$114,826	$143,533
Parks, Recreation, & Open Space	6145	Parks Superintendent	Full Time	Exempt	6145	-	-	-	-	$79,869	$99,837	$124,796
Parks, Recreation, & Open Space	6146	Parks Supervisor	Full Time	Exempt	6146	-	-	-	-	$68,875	$86,094	$107,618
Parks, Recreation, & Open Space	6147	Parks Technician	Full Time	Non-Exempt	6147	-	$21.32	$26.65	$33.31	-	-	-
Parks, Recreation, & Open Space	6186	Parks Technician II	Full Time	Non-Exempt	6186	-	$22.81	$28.51	$35.64	-	-	-
Parks, Recreation, & Open Space	6187	Parks Technician III	Full Time	Non-Exempt	6187	-	$24.41	$30.51	$38.14	-	-	-
Parks, Recreation, & Open Space	6148	Parks Worker	Full Time	Non-Exempt	6148	-	$19.38	$24.22	$30.27	-	-	-
Parks, Recreation, & Open Space	6173	Parks Worker II	Full Time	Non-Exempt	6173	-	$20.73	$25.91	$32.39	-	-	-
Parks, Recreation, & Open Space	6174	Parks Worker III	Full Time	Non-Exempt	6174	-	$19.81	$24.76	$30.95	-	-	-
Parks, Recreation, & Open Space	6150	Preschool Supervisor	Full Time	Exempt	6150	-	-	-	-	$49,734	$62,168	$77,710
Parks, Recreation, & Open Space	6149	Preschool Supervisor Senior	Full Time	Exempt	6149	-	-	-	-	$60,325	$75,407	$94,259
Parks, Recreation, & Open Space	6151	Principal Landscape Architect	Full Time	Exempt	6151	-	-	-	-	$91,697	$114,622	$143,277

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Parks, Recreation, & Open Space	6162	Recreation Center Supervisor	Full Time	Exempt	6162	-	-	-	-	$67,251	$84,064	$105,081
Parks, Recreation, & Open Space	6152	Recreation Coordinator	Full Time	Non-Exempt	6152	-	$23.09	$28.86	$36.08	-	-	-
Parks, Recreation, & Open Space	6168	Recreation Facility Assistant	Full Time	Non-Exempt	6168	-	$21.43	$26.79	$33.49	-	-	-
Parks, Recreation, & Open Space	6107	Recreation Facility Specialist	Full Time	Non-Exempt	6107	-	$23.56	$29.45	$36.81	-	-	-
Parks, Recreation, & Open Space	6169	Recreation Facility Specialist Senior	Full Time	Exempt	6169	-	-	-	-	$53,889	$67,362	$84,202
Parks, Recreation, & Open Space	6163	Recreation Fields Supervisor	Full Time	Exempt	6163	-	-	-	-	$67,251	$84,064	$105,081
Parks, Recreation, & Open Space	6136	Recreation Program Supervisor	Full Time	Exempt	6136	-	-	-	-	$63,640	$79,550	$99,438
Parks, Recreation, & Open Space	6154	Recreation Specialist	Full Time	Exempt	6154	-	-	-	-	$50,968	$63,710	$79,638
Parks, Recreation, & Open Space	6157	Recreation Superintendent	Full Time	Exempt	6157	-	-	-	-	$79,870	$99,837	$124,797
Parks, Recreation, & Open Space	6155	Recreation Supervisor	Full Time	Exempt	6155	-	-	-	-	$63,640	$79,550	$99,438
Parks, Recreation, & Open Space	6158	Volunteer and Permitting Coordinator	Full Time	Exempt	6158	-	-	-	-	$49,992	$62,490	$78,112
Parks, Recreation, & Open Space	7554	Activity Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	7554	-	$15.96	$19.94	$24.93	-	-	-
Parks, Recreation, & Open Space	7532	After School Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	7532	-	$18.97	$23.71	$29.63	-	-	-
Parks, Recreation, & Open Space	7648	After School Leader - VH	Variable Hour or Seasonal	Non-Exempt	7648	-	$15.96	$19.94	$24.93	-	-	-
Parks, Recreation, & Open Space	7438	Apprentice Tree Climber - VH	Variable Hour or Seasonal	Non-Exempt	7438	-	$15.58	$19.47	$24.34	-	-	-
Parks, Recreation, & Open Space	7803	Aquatics Fitness Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7803	-	$19.23	$24.03	$30.05	-	-	-
Parks, Recreation, & Open Space	7829	Assistant Swim Coach - VH	Variable Hour or Seasonal	Non-Exempt	7829	-	$15.15	$18.92	$23.66	-	-	-
Parks, Recreation, & Open Space	7773	Beach Lifeguard - VH	Variable Hour or Seasonal	Non-Exempt	7773	-	$15.55	$19.43	$24.29	-	-	-
Parks, Recreation, & Open Space	7587	Bus Driver - VH	Variable Hour or Seasonal	Non-Exempt	7587	-	$22.07	$27.59	$34.48	-	-	-
Parks, Recreation, & Open Space	7791	Cashier and Gate Attendant - VH	Variable Hour or Seasonal	Non-Exempt	7791	-	$15.15	$18.92	$23.66	-	-	-
Parks, Recreation, & Open Space	7885	Cooking Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7885	-	$16.13	$20.16	$25.20	-	-	-
Parks, Recreation, & Open Space	7827	Crochet and Knitting Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7827	-	$19.23	$24.03	$30.05	-	-	-
Parks, Recreation, & Open Space	7858	Early Childhood Assistant Teacher - VH	Variable Hour or Seasonal	Non-Exempt	7858	-	$15.15	$18.92	$23.66	-	-	-
Parks, Recreation, & Open Space	7855	Early Childhood Teacher - VH	Variable Hour or Seasonal	Non-Exempt	7855	-	$17.67	$22.09	$27.61	-	-	-
Parks, Recreation, & Open Space	7860	Early Childhood Teacher Senior - VH	Variable Hour or Seasonal	Non-Exempt	7860	-	$20.45	$25.57	$31.96	-	-	-
Parks, Recreation, & Open Space	7510	Fitness Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7510	-	$19.23	$24.03	$30.05	-	-	-
Parks, Recreation, & Open Space	7472	Golf Maintenance Associate - VH	Variable Hour or Seasonal	Non-Exempt	7472	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7471	Golf Maintenance Associate Senior - VH	Variable Hour or Seasonal	Non-Exempt	7471	-	$15.55	$19.43	$24.29	-	-	-
Parks, Recreation, & Open Space	7781	Golf Ranger - VH	Variable Hour or Seasonal	Non-Exempt	7781	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7770	Golf Shop Associate - VH	Variable Hour or Seasonal	Non-Exempt	7770	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7469	Golf Shop Associate Outside Service - VH	Variable Hour or Seasonal	Non-Exempt	7469	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7468	Golf Shop Associate Senior - VH	Variable Hour or Seasonal	Non-Exempt	7468	-	$15.55	$19.43	$24.29	-	-	-
Parks, Recreation, & Open Space	7467	Guest Services Technician - VH	Variable Hour or Seasonal	Non-Exempt	7467	-	$17.59	$21.99	$27.48	-	-	-
Parks, Recreation, & Open Space	7593	Head Lifeguard - VH	Variable Hour or Seasonal	Non-Exempt	7593	-	$15.75	$19.69	$24.61	-	-	-
Parks, Recreation, & Open Space	811	Hike Leader - VH	Variable Hour or Seasonal	Non-Exempt	811	-	$16.36	$20.45	$25.57	-	-	-
Parks, Recreation, & Open Space	7571	Lifeguard - VH	Variable Hour or Seasonal	Non-Exempt	7571	-	$15.15	$18.92	$23.66	-	-	-
Parks, Recreation, & Open Space	7831	Manager on Duty - VH	Variable Hour or Seasonal	Non-Exempt	7831	-	$15.96	$19.94	$24.93	-	-	-
Parks, Recreation, & Open Space	7464	Park Ranger - VH	Variable Hour or Seasonal	Non-Exempt	7464	-	$23.60	$29.50	$36.87	-	-	-
Parks, Recreation, & Open Space	7583	Parks Steward - VH	Variable Hour or Seasonal	Non-Exempt	7583	-	$17.54	$21.93	$27.41	-	-	-
Parks, Recreation, & Open Space	7509	Personal Trainer - VH	Variable Hour or Seasonal	Non-Exempt	7509	-	$19.23	$24.03	$30.05	-	-	-
Parks, Recreation, & Open Space	7901	Preschool Technician - VH	Variable Hour or Seasonal	Non-Exempt	7901	-	$18.00	$22.50	$28.12	-	-	-
Parks, Recreation, & Open Space	7441	PROS Volunteer Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	7441	-	$28.63	$35.79	$44.74	-	-	-
Parks, Recreation, & Open Space	7553	Recreation Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7553	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7641	Recreation Center Rental Supervisor - VH	Variable Hour or Seasonal	Non-Exempt	7641	-	$15.15	$16.88	$21.10	-	-	-
Parks, Recreation, & Open Space	7494	Recreation Facility Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7494	-	$21.43	$26.79	$33.49	-	-	-
Parks, Recreation, & Open Space	7511	Recreation Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7511	-	$15.15	$17.90	$22.38	-	-	-
Parks, Recreation, & Open Space	7828	Spanish Language Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7828	-	$19.23	$24.03	$30.05	-	-	-
Parks, Recreation, & Open Space	7445	Sports Program Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7445	-	$15.96	$19.94	$24.93	-	-	-
Parks, Recreation, & Open Space	7650	Summer Camp Director - VH	Variable Hour or Seasonal	Non-Exempt	7650	-	$17.59	$21.99	$27.49	-	-	-
Parks, Recreation, & Open Space	7491	Summer Camp Leader - VH	Variable Hour or Seasonal	Non-Exempt	7491	-	$15.96	$19.94	$24.93	-	-	-
Parks, Recreation, & Open Space	7470	Swim Coach - VH	Variable Hour or Seasonal	Non-Exempt	7470	-	$18.02	$22.52	$28.15	-	-	-
Parks, Recreation, & Open Space	7496	Swim Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7496	-	$18.82	$23.52	$29.40	-	-	-
Parks, Recreation, & Open Space	7495	Swim Instructor Private - VH	Variable Hour or Seasonal	Non-Exempt	7495	-	$17.59	$21.99	$27.49	-	-	-
Parks, Recreation, & Open Space	7520	Tennis Instructor - VH	Variable Hour or Seasonal	Non-Exempt	7520	-	$19.67	$24.59	$30.73	-	-	-
Parks, Recreation, & Open Space	7581	Van Driver - VH	Variable Hour or Seasonal	Non-Exempt	7581	-	$17.06	$21.32	$26.65	-	-	-
Parks, Recreation, & Open Space	7569	Watercraft Inspector - VH	Variable Hour or Seasonal	Non-Exempt	7569	-	$16.36	$20.45	$25.57	-	-	-
Parks, Recreation, & Open Space	7476	Youth Services Program Aide - VH	Variable Hour or Seasonal	Non-Exempt	7476	-	$15.15	$17.90	$22.38	-	-	-

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2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Planning & Business Development	6701	Development Coordinator	Full Time	Exempt	6701	-	-	-	-	$61,252	$76,565	$95,706
Planning & Business Development	6702	Director of Planning and Development Services	Full Time	Exempt	6702	-	-	-	-	$159,256	$199,070	$248,838
Planning & Business Development	6703	Economic and Business Development Supervisor	Full Time	Exempt	6703	-	-	-	-	$91,534	$114,417	$143,022
Planning & Business Development	6704	Manager of Business Development	Full Time	Exempt	6704	-	-	-	-	$114,029	$142,536	$178,170
Planning & Business Development	1719	Manager of Oil and Gas	Full Time	Exempt	1719	-	-	-	-	$105,360	$131,700	$164,625
Planning & Business Development	6705	Manager of Planning	Full Time	Exempt	6705	-	-	-	-	$106,503	$133,129	$166,411
Planning & Business Development	6744	Manager of Urban Renewal and Redevelopment	Full Time	Exempt	6744	-	-	-	-	$106,340	$132,925	$166,156
Planning & Business Development	1720	Oil and Gas Inspector Senior	Full Time	Non-Exempt	1720	-	$34.59	$43.24	$54.05	-	-	-
Planning & Business Development	6710	Project Manager Supervisor - Urban Renewal	Full Time	Exempt	6710	-	-	-	-	$102,031	$127,539	$159,424
Planning & Business Development	6711	Senior Redevelopment Project Manager	Full Time	Exempt	6711	-	-	-	-	$83,159	$103,949	$129,936
Planning & Business Development	6707	Small Business Consultant	Full Time	Exempt	6707	-	-	-	-	$65,603	$82,004	$102,505
Planning & Business Development	6706	Small Business Development Center Executive Director	Full Time	Exempt	6706	-	-	-	-	$104,980	$131,225	$164,032
Planning & Business Development	6708	Small Business Specialist	Full Time	Non-Exempt	6708	-	$31.03	$38.79	$48.49	-	-	-
Planning & Business Development	7519	Manager of Business Development - VH	Variable Hour or Seasonal	Non-Exempt	7519	-	$54.82	$68.52	$85.65	-	-	-

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Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Police Non Sworn	5501	Armorer	Full Time	Non-Exempt	5501	-	$27.27	$34.08	$42.60	-	-	-
Police Non Sworn	5567	Business Intelligence Analyst - Police	Full Time	Exempt	5567	-	-	-	-	$76,155	$95,194	$118,993
Police Non Sworn	5566	Business Intelligence Analyst II - Police	Full Time	Exempt	5566	-	-	-	-	$110,593	$138,242	$172,802
Police Non Sworn	5537	Community Service Officer	Full Time	Non-Exempt	5537	-	$25.28	$31.60	$39.50	-	-	-
Police Non Sworn	5580	Community Service Officer Supervisor	Full Time	Non-Exempt	5580	-	$31.60	$39.50	$49.37	-	-	-
Police Non Sworn	5503	Court Liaison Technician	Full Time	Non-Exempt	5503	-	$23.40	$29.25	$36.57	-	-	-
Police Non Sworn	5504	Crime Analyst	Full Time	Exempt	5504	-	-	-	-	$71,656	$89,571	$111,963
Police Non Sworn	5505	Crime Analyst Lead	Full Time	Exempt	5505	-	-	-	-	$82,454	$103,068	$128,835
Police Non Sworn	5548	Crime Analyst Supervisor	Full Time	Exempt	5548	-	-	-	-	$89,477	$111,847	$139,808
Police Non Sworn	5507	Crime Scene Investigator	Full Time	Non-Exempt	5507	-	$34.10	$42.63	$53.28	-	-	-
Police Non Sworn	5508	Crime Scene Investigator II	Full Time	Non-Exempt	5508	-	$36.49	$45.61	$57.01	-	-	-
Police Non Sworn	5509	Crime Scene Investigator III	Full Time	Non-Exempt	5509	-	$39.04	$48.80	$61.00	-	-	-
Police Non Sworn	5510	Crime Scene Supervisor	Full Time	Exempt	5510	-	-	-	-	$97,464	$121,830	$152,287
Police Non Sworn	5543	Criminalist Chemist	Full Time	Exempt	5543	-	-	-	-	$78,528	$98,160	$122,700
Police Non Sworn	5512	Criminalist Chemist Lead	Full Time	Exempt	5512	-	-	-	-	$93,906	$117,383	$146,728
Police Non Sworn	5511	Criminalist DNA	Full Time	Exempt	5511	-	-	-	-	$80,736	$100,920	$126,150
Police Non Sworn	5573	Criminalist Firearms Examiner II	Full Time	Exempt	5573	-	-	-	-	$79,030	$98,787	$123,484
Police Non Sworn	5556	Criminalist Latent Print Examiner	Full Time	Exempt	5556	-	-	-	-	$75,266	$94,083	$117,604
Police Non Sworn	5514	Criminalist Latent Print Examiner II	Full Time	Exempt	5514	-	-	-	-	$79,030	$98,787	$123,484
Police Non Sworn	5557	Criminalist Questioned Documents Examiner	Full Time	Exempt	5557	-	-	-	-	$74,424	$93,030	$116,288
Police Non Sworn	5515	Criminalist Questioned Documents Examiner II	Full Time	Exempt	5515	-	-	-	-	$79,634	$99,543	$124,428
Police Non Sworn	5559	Discovery and Public Records Legal Specialist	Full Time	Non-Exempt	5559	-	$27.92	$34.90	$43.62	-	-	-
Police Non Sworn	5561	Emergency Management and Logistics Specialist	Full Time	Exempt	5561	-	-	-	-	$84,990	$106,237	$132,797
Police Non Sworn	5520	Grant Analyst - Police	Full Time	Exempt	5520	-	-	-	-	$71,820	$89,775	$112,219
Police Non Sworn	5572	Grant Analyst II	Full Time	Exempt	5572	-	-	-	-	$76,847	$96,059	$120,074
Police Non Sworn	5521	Impound Supervisor	Full Time	Non-Exempt	5521	-	$30.81	$38.51	$48.13	-	-	-
Police Non Sworn	5522	Impound Technician	Full Time	Non-Exempt	5522	-	$23.09	$28.86	$36.08	-	-	-
Police Non Sworn	5554	Impound Technician II	Full Time	Non-Exempt	5554	-	$24.71	$30.88	$38.60	-	-	-
Police Non Sworn	5555	Impound Technician Lead	Full Time	Non-Exempt	5555	-	$27.22	$34.02	$42.53	-	-	-
Police Non Sworn	5523	Interpreter	Full Time	Non-Exempt	5523	-	$22.49	$28.11	$35.13	-	-	-
Police Non Sworn	5565	Manager of Communications - Police	Full Time	Exempt	5565	-	-	-	-	$109,568	$136,961	$171,201
Police Non Sworn	5577	Manager of Equipment, Facilities, and Fleet	Full Time	Exempt	5577	-	-	-	-	$101,023	$126,278	$157,848
Police Non Sworn	5581	Manager of Executive Support	Full Time	Exempt	5581	-	-	-	-	$96,241	$120,302	$150,377
Police Non Sworn	5570	Manager of Performance Standards	Full Time	Exempt	5570	-	-	-	-	$120,789	$150,987	$188,733
Police Non Sworn	5568	Manager of Police Administrative Operations	Full Time	Exempt	5568	-	-	-	-	$126,681	$158,351	$197,939
Police Non Sworn	5524	Manager of Police Records	Full Time	Exempt	5524	-	-	-	-	$84,489	$105,612	$132,015
Police Non Sworn	5576	Manager of Property and Evidence	Full Time	Exempt	5576	-	-	-	-	$103,395	$129,244	$161,555
Police Non Sworn	5571	Manager of Quality Assurance	Full Time	Exempt	5571	-	-	-	-	$109,808	$137,261	$171,576
Police Non Sworn	5575	Manager of Technical Services Bureau	Full Time	Exempt	5575	-	-	-	-	$118,528	$148,160	$185,200
Police Non Sworn	5552	NIBIN Technician	Full Time	Non-Exempt	5552	-	$25.45	$31.81	$39.76	-	-	-
Police Non Sworn	5562	Photographer	Full Time	Non-Exempt	5562	-	$25.53	$31.91	$39.88	-	-	-
Police Non Sworn	94	Police Call Center Operator	Full Time	Non-Exempt	94	-	$19.00	$23.75	$29.69	-	-	-
Police Non Sworn	5529	Property Supervisor	Full Time	Exempt	5529	-	-	-	-	$76,877	$96,096	$120,121
Police Non Sworn	5530	Property Technician	Full Time	Non-Exempt	5530	-	$25.61	$32.01	$40.01	-	-	-
Police Non Sworn	5531	Property Technician II	Full Time	Non-Exempt	5531	-	$26.89	$33.61	$42.01	-	-	-
Police Non Sworn	5553	Property Technician III	Full Time	Non-Exempt	5553	-	$28.34	$35.43	$44.28	-	-	-
Police Non Sworn	5528	Property Technician Lead	Full Time	Non-Exempt	5528	-	$29.57	$36.97	$46.21	-	-	-
Police Non Sworn	5533	Purchasing Support Specialist	Full Time	Non-Exempt	5533	-	$29.27	$36.59	$45.74	-	-	-
Police Non Sworn	5574	Quality Assurance Analyst	Full Time	Exempt	5574	-	-	-	-	$66,560	$83,200	$104,001
Police Non Sworn	5578	Quartermaster	Full Time	Exempt	5578	-	-	-	-	$72,883	$91,104	$113,880
Police Non Sworn	5536	Records Specialist Lead	Full Time	Non-Exempt	5536	-	$29.89	$37.36	$46.69	-	-	-
Police Non Sworn	5538	Records Supervisor	Full Time	Exempt	5538	-	-	-	-	$73,469	$91,836	$114,796
Police Non Sworn	5539	Records Technician	Full Time	Non-Exempt	5539	-	$23.73	$29.66	$37.08	-	-	-
Police Non Sworn	5534	Records Technician II	Full Time	Non-Exempt	5534	-	$25.39	$31.74	$39.67	-	-	-
Police Non Sworn	5535	Records Technician III	Full Time	Non-Exempt	5535	-	$27.17	$33.96	$42.45	-	-	-
Police Non Sworn	5545	Support Specialist Executive	Full Time	Non-Exempt	5545	-	$30.89	$38.61	$48.26	-	-	-
Police Non Sworn	5546	Support Specialist Section	Full Time	Non-Exempt	5546	-	$29.14	$36.42	$45.53	-	-	-
Police Non Sworn	5549	Support Specialist Supervisor	Full Time	Exempt	5549	-	-	-	-	$76,993	$96,241	$120,302
Police Non Sworn	5547	Support Specialist Unit	Full Time	Non-Exempt	5547	-	$27.61	$34.51	$43.14	-	-	-

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Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Police Non Sworn	5563	Unified Forensic Laboratory Deputy Director	Full Time	Exempt	5563	-	-	-	-	$99,158	$123,948	$154,935
Police Non Sworn	5541	Victim Advocate	Full Time	Non-Exempt	5541	-	$27.83	$34.79	$43.49	-	-	-
Police Non Sworn	5551	Victim Advocate Liaison	Full Time	Non-Exempt	5551	-	$26.51	$33.13	$41.42	-	-	-
Police Non Sworn	5542	Victim Services Supervisor	Full Time	Non-Exempt	5542	-	$36.54	$45.67	$57.09	-	-	-
Police Non Sworn	7481	APD Technician - VH	Variable Hour or Seasonal	Non-Exempt	7481	-	$26.78	$33.47	$41.84	-	-	-
Police Non Sworn	7429	Cadet Program Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	7429	-	$34.43	$43.04	$53.80	-	-	-
Police Non Sworn	7629	Crime Analyst - VH	Variable Hour or Seasonal	Non-Exempt	7629	-	$34.45	$43.06	$53.82	-	-	-
Police Non Sworn	7633	Crime Lab Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7633	-	$36.67	$45.83	$57.29	-	-	-
Police Non Sworn	7434	Data Analyst, Police - VH	Variable Hour or Seasonal	Non-Exempt	7434	-	$31.84	$39.81	$49.76	-	-	-
Police Non Sworn	7538	Impound Technician - VH	Variable Hour or Seasonal	Non-Exempt	7538	-	$23.09	$28.86	$36.08	-	-	-
Police Non Sworn	7473	Internal Affairs Investigator - VH	Variable Hour or Seasonal	Non-Exempt	7473	-	$39.76	$49.70	$62.13	-	-	-
Police Non Sworn	7880	Manager of Equipment, Facilities, and Fleet - VH	Variable Hour or Seasonal	Non-Exempt	7880	-	$48.56	$60.71	$75.88	-	-	-
Police Non Sworn	7433	NIBIN Technician - VH	Variable Hour or Seasonal	Non-Exempt	7433	-	$25.45	$31.81	$39.76	-	-	-
Police Non Sworn	7503	Photo Enforcement Coordinator - VH	Variable Hour or Seasonal	Non-Exempt	7503	-	$25.20	$31.50	$39.37	-	-	-
Police Non Sworn	7439	Photo Enforcement Supervisor - VH	Variable Hour or Seasonal	Non-Exempt	7439	-	$28.98	$36.22	$45.28	-	-	-
Police Non Sworn	7440	Photo Enforcement Technician - VH	Variable Hour or Seasonal	Non-Exempt	7440	-	$22.91	$28.63	$35.79	-	-	-
Police Non Sworn	7447	Pre Academy Police Technician - VH	Variable Hour or Seasonal	Non-Exempt	7447	$32.67068	-	-	-	-	-	-
Police Non Sworn	7881	Quartermaster - VH	Variable Hour or Seasonal	Non-Exempt	7881	-	$35.03	$43.80	$54.75	-	-	-
Police Non Sworn	8009	Real Time Crime Center Technician - VH	Variable Hour or Seasonal	Non-Exempt	8009	-	$27.81	$34.76	$43.45	-	-	-
Police Non Sworn	7452	Records Technician - VH	Variable Hour or Seasonal	Non-Exempt	7452	-	$23.73	$29.66	$37.08	-	-	-
Police Non Sworn	7442	Transcription Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7442	-	$22.44	$28.05	$35.07	-	-	-
Police Non Sworn	7670	Victim Advocate - VH	Variable Hour or Seasonal	Non-Exempt	7670	-	$27.83	$34.79	$43.49	-	-	-

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Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Police Sworn	1258	Deputy Police Chief	Full Time	Exempt	1258	$230,952.80	-	-	-	-	-	-
Police Sworn	8050	Patrol Officer I	Full Time	Non-Exempt	804	step 1: $43.96635 step 2: $55.04424	-	-	-	-	-	-
Police Sworn	8040	Patrol Officer II	Full Time	Non-Exempt	803	$39.98750	-	-	-	-	-	-
Police Sworn	8030	Patrol Officer III	Full Time	Non-Exempt	802	$36.18943	-	-	-	-	-	-
Police Sworn	8020	Patrol Officer IV	Full Time	Non-Exempt	801	$32.67068	-	-	-	-	-	-
Police Sworn	8060	Police Agent	Full Time	Non-Exempt	805	$60.19952	-	-	-	-	-	-
Police Sworn	8110	Police Captain	Full Time	Exempt	808	$170,327.02	-	-	-	-	-	-
Police Sworn	5526	Police Chief	Full Time	Exempt	5526	-	-	-	-	$188,531	$235,664	$294,580
Police Sworn	1268	Police Commander	Full Time	Exempt	1268	$194,500.42	-	-	-	-	-	-
Police Sworn	1206	Police Division Chief	Full Time	Exempt	1206	$206,478.23	-	-	-	-	-	-
Police Sworn	8090	Police Lieutenant	Full Time	Exempt	807	$156,226.01	-	-	-	-	-	-
Police Sworn	8070	Police Sergeant	Full Time	Non-Exempt	806	$65.52549	-	-	-	-	-	-

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Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly **Minimum**	Hourly **AMP**	Hourly **Maximum**	Salary **Minimum**	Salary **AMP**	Salary **Maximum**
Public Defender	1491	Chief Deputy Public Defender	Full Time	Exempt	1491	-	-	-	-	$137,528	$171,910	$214,887
Public Defender	1492	Chief Public Defender	Full Time	Exempt	1492	-	-	-	-	$161,723	$202,154	$252,693
Public Defender	1493	Deputy Public Defender	Full Time	Exempt	1493	-	-	-	-	$85,790	$107,238	$134,047
Public Defender	1494	Deputy Public Defender II	Full Time	Exempt	1494	-	-	-	-	$90,938	$113,672	$142,090
Public Defender	1496	Deputy Public Defender III	Full Time	Exempt	1496	-	-	-	-	$96,394	$120,492	$150,616
Public Defender	1497	Deputy Public Defender Lead	Full Time	Exempt	1497	-	-	-	-	$106,033	$132,542	$165,677
Public Defender	1495	Investigator	Full Time	Non-Exempt	1495	-	$34.73	$43.41	$54.26	-	-	-
Public Defender	7904	Client Intake Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7904	-	$24.60	$30.75	$38.44	-	-	-
Public Defender	7501	Deputy Public Defender - VH	Variable Hour or Seasonal	Non-Exempt	7501	-	$41.24	$51.55	$64.44	-	-	-
Public Defender	7401	Deputy Public Defender of Mental Health - VH	Variable Hour or Seasonal	Non-Exempt	7401	-	$41.24	$51.55	$64.44	-	-	-
Public Defender	7402	Mental Health Program Supervisor - VH	Variable Hour or Seasonal	Non-Exempt	7402	-	$33.43	$41.79	$52.24	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Public Works	4907	Assistant Director of Public Works Capital Planning	Full Time	Exempt	4907	-	-	-	-	$134,805	$168,506	$210,632
Public Works	4915	City Surveyor	Full Time	Exempt	4915	-	-	-	-	$73,469	$91,836	$114,796
Public Works	4948	Deputy Director of Project Delivery	Full Time	Exempt	4948	-	-	-	-	$156,277	$195,347	$244,184
Public Works	4917	Deputy Director of Public Works Operations	Full Time	Exempt	4917	-	-	-	-	$151,726	$189,658	$237,072
Public Works	4916	Deputy Director of Transportation and Mobility	Full Time	Exempt	4916	-	-	-	-	$156,277	$195,347	$244,184
Public Works	4918	Director of Public Works	Full Time	Exempt	4918	-	-	-	-	$176,066	$220,081	$275,102
Public Works	334	Electrician	Full Time	Non-Exempt	334	-	$31.68	$39.60	$49.50	-	-	-
Public Works	79	Facilities Coordinator	Full Time	Non-Exempt	79	-	$24.26	$30.33	$37.91	-	-	-
Public Works	340	Facilities Operations Supervisor	Full Time	Exempt	340	-	-	-	-	$77,791	$97,239	$121,549
Public Works	339	Facilities Operations Technician	Full Time	Non-Exempt	339	-	$22.06	$27.57	$34.46	-	-	-
Public Works	4970	Facilities Worker	Full Time	Non-Exempt	4970	-	$17.35	$21.68	$27.10	-	-	-
Public Works	335	HVAC Technician	Full Time	Non-Exempt	335	-	$31.68	$39.60	$49.50	-	-	-
Public Works	336	Locksmith	Full Time	Non-Exempt	336	-	$31.68	$39.60	$49.50	-	-	-
Public Works	9434	Manager of Facilities Operations	Full Time	Exempt	9434	-	-	-	-	$102,331	$127,914	$159,893
Public Works	4961	Manager of Streets Operations	Full Time	Exempt	4961	-	-	-	-	$115,962	$144,953	$181,192
Public Works	4939	Manager of Traffic Operations	Full Time	Exempt	4939	-	-	-	-	$122,172	$152,716	$190,895
Public Works	4940	Materials Lab Technician	Full Time	Non-Exempt	4940	-	$30.20	$37.75	$47.19	-	-	-
Public Works	4943	Parking Enforcement Officer	Full Time	Non-Exempt	4943	-	$26.04	$32.55	$40.69	-	-	-
Public Works	4944	Parking Program Manager	Full Time	Exempt	4944	-	-	-	-	$100,668	$125,835	$157,294
Public Works	333	Plumber	Full Time	Non-Exempt	333	-	$31.68	$39.60	$49.50	-	-	-
Public Works	9430	Streets Operations Specialist	Full Time	Non-Exempt	9430	-	$28.10	$35.12	$43.90	-	-	-
Public Works	9431	Streets Operations Specialist II	Full Time	Non-Exempt	9431	-	$29.22	$36.53	$45.66	-	-	-
Public Works	9432	Streets Operations Specialist III	Full Time	Non-Exempt	9432	-	$30.39	$37.99	$47.48	-	-	-
Public Works	9433	Streets Operations Supervisor	Full Time	Exempt	9433	-	-	-	-	$73,701	$92,127	$115,159
Public Works	4963	Streets Operations Technician	Full Time	Non-Exempt	4963	-	$23.62	$29.52	$36.90	-	-	-
Public Works	9428	Streets Operations Technician II	Full Time	Non-Exempt	9428	-	$24.56	$30.70	$38.38	-	-	-
Public Works	9429	Streets Operations Technician III	Full Time	Non-Exempt	9429	-	$25.55	$31.93	$39.91	-	-	-
Public Works	4962	Streets Operations Worker	Full Time	Non-Exempt	4962	-	$21.20	$26.50	$33.13	-	-	-
Public Works	9426	Streets Operations Worker II	Full Time	Non-Exempt	9426	-	$22.05	$27.56	$34.45	-	-	-
Public Works	9427	Streets Operations Worker III	Full Time	Non-Exempt	9427	-	$22.93	$28.66	$35.83	-	-	-
Public Works	4964	Streets Superintendent	Full Time	Exempt	4964	-	-	-	-	$82,665	$103,331	$129,164
Public Works	4965	Survey Technician	Full Time	Non-Exempt	4965	-	$25.52	$31.90	$39.88	-	-	-
Public Works	4966	Surveyor	Full Time	Exempt	4966	-	-	-	-	$65,849	$82,311	$102,889
Public Works	78	Trades Supervisor	Full Time	Exempt	78	-	-	-	-	$77,791	$97,239	$121,549
Public Works	9408	Traffic Signals Technician	Full Time	Non-Exempt	9408	-	$25.76	$32.20	$40.25	-	-	-
Public Works	4967	Traffic Signals Technician II	Full Time	Non-Exempt	4967	-	$27.57	$34.46	$43.07	-	-	-
Public Works	4972	Traffic Signals Technician III	Full Time	Non-Exempt	4972	-	$29.50	$36.87	$46.09	-	-	-
Public Works	4971	Traffic Signs and Markings Specialist	Full Time	Non-Exempt	4971	-	$27.81	$34.76	$43.45	-	-	-
Public Works	9411	Traffic Signs and Markings Technician	Full Time	Non-Exempt	9411	-	$22.93	$28.66	$35.82	-	-	-
Public Works	4968	Traffic Superintendent	Full Time	Exempt	4968	-	-	-	-	$102,413	$128,017	$160,021
Public Works	4977	Traffic Systems Specialist	Full Time	Non-Exempt	4977	-	$31.57	$39.46	$49.33	-	-	-
Public Works	4979	Traffic Utility Locator	Full Time	Non-Exempt	4979	-	$23.96	$29.94	$37.43	-	-	-
Public Works	9400	Traffic Utility Locator Coordinator	Full Time	Non-Exempt	9400	-	$27.71	$34.64	$43.29	-	-	-
Public Works	510	Traffic Utility Locator Coordinator Non-CDL	Full Time	Non-Exempt	510	-	$23.96	$29.94	$37.43	-	-	-
Public Works	9436	Transportation Utility Program Manager	Full Time	Exempt	9436	-	-	-	-	$90,357	$112,946	$141,182
Public Works	7625	Parking Magistrate - VH	Variable Hour or Seasonal	Non-Exempt	7625	-	$28.57	$35.71	$44.64	-	-	-
Public Works	7720	Streets Operations Worker - VH	Variable Hour or Seasonal	Non-Exempt	7720	-	$21.20	$26.50	$33.13	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Water	5201	Advanced Treatment Superintendent	Full Time	Exempt	5201	-	-	-	-	$98,608	$123,260	$154,075
Water	5202	AMI Specialist	Full Time	Non-Exempt	5202	-	$28.34	$35.43	$44.28	-	-	-
Water	5317	AMI Specialist II	Full Time	Non-Exempt	5317	-	$31.61	$39.51	$49.39	-	-	-
Water	5318	AMI Specialist Lead	Full Time	Non-Exempt	5318	-	$33.36	$41.70	$52.12	-	-	-
Water	5314	AMI Technician	Full Time	Non-Exempt	5314	-	$21.80	$27.25	$34.06	-	-	-
Water	5315	AMI Technician II	Full Time	Non-Exempt	5315	-	$23.98	$29.97	$37.47	-	-	-
Water	5316	AMI Technician III	Full Time	Non-Exempt	5316	-	$26.38	$32.97	$41.21	-	-	-
Water	5374	Assistant General Manager of Planning and Engineering	Full Time	Exempt	5374	-	-	-	-	$199,810	$249,763	$312,204
Water	5217	Assistant General Manager of Water Operations	Full Time	Exempt	5217	-	-	-	-	$199,810	$249,763	$312,204
Water	5372	Assistant General Manager of Water Supply and Demand	Full Time	Exempt	5372	-	-	-	-	$199,810	$249,763	$312,204
Water	5407	Aurora Water Network Engineer	Full Time	Exempt	5407	-	-	-	-	$85,812	$107,266	$134,082
Water	5408	Aurora Water Network Engineer Senior	Full Time	Exempt	5408	-	-	-	-	$102,573	$128,216	$160,270
Water	5393	Billing Lead	Full Time	Non-Exempt	5393	-	$28.98	$36.23	$45.29	-	-	-
Water	5390	Billing Supervisor	Full Time	Exempt	5390	-	-	-	-	$69,647	$87,059	$108,824
Water	5392	Billing Technician	Full Time	Non-Exempt	5392	-	$24.55	$30.68	$38.35	-	-	-
Water	5205	Corrosion Control Technician	Full Time	Non-Exempt	5205	-	$24.15	$30.18	$37.73	-	-	-
Water	5356	Corrosion Control Technician II	Full Time	Non-Exempt	5356	-	$26.11	$32.63	$40.79	-	-	-
Water	5357	Corrosion Control Technician III	Full Time	Non-Exempt	5357	-	$28.72	$35.90	$44.87	-	-	-
Water	511	Corrosion Control Technician Non-CDL	Full Time	Non-Exempt	511	-	$24.15	$30.18	$37.73	-	-	-
Water	5340	Cross Connect Control Technician III	Full Time	Non-Exempt	5340	-	$29.43	$36.79	$45.98	-	-	-
Water	5207	Cross Connection Control Technician	Full Time	Non-Exempt	5207	-	$26.20	$32.74	$40.93	-	-	-
Water	5208	Cross Connection Control Technician II	Full Time	Non-Exempt	5208	-	$28.03	$35.04	$43.79	-	-	-
Water	5409	Customer Service Representative II	Full Time	Non-Exempt	5409	-	$26.38	$32.97	$41.22	-	-	-
Water	221	Customer Service Representative Lead	Full Time	Non-Exempt	221	-	$29.49	$36.86	$46.07	-	-	-
Water	5210	Customer Service Technician	Full Time	Non-Exempt	5210	-	$21.87	$27.33	$34.17	-	-	-
Water	5211	Dam Safety Specialist	Full Time	Non-Exempt	5211	-	$33.17	$41.46	$51.82	-	-	-
Water	5212	Dam Utility Specialist	Full Time	Non-Exempt	5212	-	$24.23	$30.28	$37.85	-	-	-
Water	5214	Deputy Director of Field Services	Full Time	Exempt	5214	-	-	-	-	$157,807	$197,259	$246,574
Water	5213	Deputy Director of Financial Administration	Full Time	Exempt	5213	-	-	-	-	$150,993	$188,741	$235,926
Water	5215	Deputy Director of Planning and Engineering	Full Time	Exempt	5215	-	-	-	-	$170,471	$213,089	$266,361
Water	5369	Deputy Director of Water Internal and External Relations	Full Time	Exempt	5369	-	-	-	-	$135,788	$169,735	$212,168
Water	5339	Deputy Director of Water Quality and Treatment	Full Time	Exempt	5339	-	-	-	-	$157,758	$197,198	$246,498
Water	5219	Electrical Industrial Supervisor	Full Time	Exempt	5219	-	-	-	-	$99,523	$124,404	$155,506
Water	5220	Environment Inspection Supervisor	Full Time	Exempt	5220	-	-	-	-	$88,164	$110,205	$137,756
Water	5224	Environmental Compliance Specialist	Full Time	Exempt	5224	-	-	-	-	$65,802	$82,252	$102,816
Water	5226	Environmental Compliance Specialist II	Full Time	Exempt	5226	-	-	-	-	$72,802	$91,002	$113,753
Water	5228	Environmental Compliance Specialist Senior	Full Time	Exempt	5228	-	-	-	-	$79,801	$99,752	$124,690
Water	5402	Environmental Compliance Supervisor	Full Time	Exempt	5402	-	-	-	-	$88,164	$110,205	$137,756
Water	5221	Environmental Inspector	Full Time	Non-Exempt	5221	-	$29.58	$36.97	$46.21	-	-	-
Water	5222	Environmental Inspector II	Full Time	Non-Exempt	5222	-	$31.06	$38.82	$48.52	-	-	-
Water	5223	Environmental Inspector III	Full Time	Non-Exempt	5223	-	$32.61	$40.76	$50.95	-	-	-
Water	5341	Flow Control Shift Supervisor	Full Time	Non-Exempt	5341	-	$34.62	$43.27	$54.07	-	-	-
Water	5230	Flow Control Supervisor	Full Time	Non-Exempt	5230	-	$36.90	$46.12	$57.64	-	-	-
Water	5358	Flow Control Technician	Full Time	Non-Exempt	5358	-	$24.10	$30.12	$37.65	-	-	-
Water	5231	Flow Control Technician II	Full Time	Non-Exempt	5231	-	$26.51	$33.13	$41.42	-	-	-
Water	5381	Flow Control Technician III	Full Time	Non-Exempt	5381	-	$29.16	$36.45	$45.56	-	-	-
Water	5382	Flow Control Technician IV	Full Time	Non-Exempt	5382	-	$32.07	$40.09	$50.12	-	-	-
Water	5232	General Manager of Water	Full Time	Exempt	5232	-	-	-	-	$235,175	$293,968	$367,460
Water	5385	GIS and CMMS Supervisor	Full Time	Exempt	5385	-	-	-	-	$116,974	$146,217	$182,771
Water	224	Grants Coordinator, Water	Full Time	Non-Exempt	224	-	$28.48	$35.60	$44.50	-	-	-
Water	5233	Laboratory Supervisor	Full Time	Exempt	5233	-	-	-	-	$97,794	$122,243	$152,804
Water	5396	Learning Initiatives and Employee Engagement Principal	Full Time	Exempt	5396	-	-	-	-	$93,006	$116,258	$145,322

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Water	5209	Manager of Customer Service and Billing	Full Time	Exempt	5209	-	-	-	-	$121,162	$151,453	$189,316
Water	5238	Manager of Environmental Compliance Services	Full Time	Exempt	5238	-	-	-	-	$113,129	$141,411	$176,764
Water	5239	Manager of Financial Operations	Full Time	Exempt	5239	-	-	-	-	$107,251	$134,064	$167,581
Water	5234	Manager of Planning Services	Full Time	Exempt	5234	-	-	-	-	$117,871	$147,339	$184,173
Water	5242	Manager of Water Conservation	Full Time	Exempt	5242	-	-	-	-	$117,137	$146,422	$183,027
Water	5394	Manager of Water Education and Engagement	Full Time	Exempt	5394	-	-	-	-	$112,884	$141,105	$176,381
Water	5240	Manager of Water Main and Operations	Full Time	Exempt	5240	-	-	-	-	$129,245	$161,557	$201,946
Water	5387	Manager of Water Pricing and Revenue	Full Time	Exempt	5387	-	-	-	-	$101,268	$126,585	$158,231
Water	5241	Manager of Water Public Relations	Full Time	Exempt	5241	-	-	-	-	$114,931	$143,664	$179,580
Water	5235	Manager of Water Service	Full Time	Exempt	5235	-	-	-	-	$105,064	$131,330	$164,163
Water	5236	Manager of Water Treatment	Full Time	Exempt	5236	-	-	-	-	$140,234	$175,292	$219,115
Water	5225	MS4 Compliance Superintendent	Full Time	Exempt	5225	-	-	-	-	$95,205	$119,006	$148,758
Water	5323	Natural Resources Supervisor	Full Time	Exempt	5323	-	-	-	-	$95,205	$119,006	$148,758
Water	5397	Organizational Learning Specialist	Full Time	Exempt	5397	-	-	-	-	$73,259	$91,574	$114,467
Water	5400	Pricing Analyst	Full Time	Exempt	5400	-	-	-	-	$68,221	$85,276	$106,595
Water	5243	Quality Assurance Officer	Full Time	Exempt	5243	-	-	-	-	$94,946	$118,683	$148,353
Water	5246	Revenue Technician	Full Time	Non-Exempt	5246	-	$23.90	$29.88	$37.35	-	-	-
Water	5398	SCADA Electrical Lead	Full Time	Non-Exempt	5398	-	$41.42	$51.77	$64.71	-	-	-
Water	5391	SCADA Electrical Specialist	Full Time	Non-Exempt	5391	-	$33.15	$41.45	$51.80	-	-	-
Water	5319	SCADA Electrical Specialist II	Full Time	Non-Exempt	5319	-	$35.48	$44.34	$55.43	-	-	-
Water	5320	SCADA Electrical Specialist III	Full Time	Non-Exempt	5320	-	$37.25	$46.56	$58.19	-	-	-
Water	5399	SCADA Electrical Specialist Senior	Full Time	Non-Exempt	5399	-	$42.87	$53.59	$66.98	-	-	-
Water	5251	SCADA I and C Specialist	Full Time	Non-Exempt	5251	-	$38.83	$48.54	$60.67	-	-	-
Water	5252	SCADA I and C Supervisor	Full Time	Exempt	5252	-	-	-	-	$89,920	$112,400	$140,501
Water	5253	SCADA I and C Technician	Full Time	Non-Exempt	5253	-	$31.42	$39.27	$49.09	-	-	-
Water	5322	SCADA I and C Technician II	Full Time	Non-Exempt	5322	-	$33.62	$42.03	$52.53	-	-	-
Water	5254	SCADA I and C Technician III	Full Time	Non-Exempt	5254	-	$35.30	$44.13	$55.16	-	-	-
Water	5404	SCADA Instrumentation and Control Lead	Full Time	Non-Exempt	5404	-	$40.51	$50.64	$63.30	-	-	-
Water	5249	SCADA OT Supervisor	Full Time	Exempt	5249	-	-	-	-	$89,920	$112,400	$140,501
Water	5405	SCADA OT Systems Network Engineer	Full Time	Exempt	5405	-	-	-	-	$74,523	$93,153	$116,442
Water	5406	SCADA OT Systems Network Engineer Senior	Full Time	Exempt	5406	-	-	-	-	$90,363	$112,954	$141,192
Water	5248	SCADA OT Systems Specialist	Full Time	Non-Exempt	5248	-	$37.60	$46.99	$58.74	-	-	-
Water	5250	SCADA OT Systems Technician	Full Time	Non-Exempt	5250	-	$31.42	$39.27	$49.09	-	-	-
Water	5401	SCADA OT Systems Technician II	Full Time	Non-Exempt	5401	-	$33.62	$42.03	$52.53	-	-	-
Water	5347	SCADA OT Systems Technician III	Full Time	Non-Exempt	5347	-	$35.31	$44.13	$55.17	-	-	-
Water	5325	Senior Customer Service Supervisor	Full Time	Exempt	5325	-	-	-	-	$94,410	$118,013	$147,516
Water	5395	Senior Water Education Specialist	Full Time	Exempt	5395	-	-	-	-	$88,643	$110,804	$138,506
Water	5257	Wastewater Treatment Operator A	Full Time	Non-Exempt	5257	-	$36.51	$45.64	$57.05	-	-	-
Water	5377	Wastewater Treatment Operator B	Full Time	Non-Exempt	5377	-	$33.20	$41.49	$51.86	-	-	-
Water	5376	Wastewater Treatment Operator C	Full Time	Non-Exempt	5376	-	$30.17	$37.71	$47.14	-	-	-
Water	5375	Wastewater Treatment Operator D	Full Time	Non-Exempt	5375	-	$27.94	$34.92	$43.66	-	-	-
Water	5258	Wastewater Treatment Supervisor	Full Time	Non-Exempt	5258	-	$43.71	$54.63	$68.29	-	-	-
Water	5312	Water and Wastewater Treatment Supervisor	Full Time	Exempt	5312	-	-	-	-	$108,468	$135,585	$169,482
Water	5259	Water Conservation Specialist	Full Time	Exempt	5259	-	-	-	-	$70,009	$87,511	$109,389
Water	5262	Water Conservation Specialist II	Full Time	Exempt	5262	-	-	-	-	$75,610	$94,512	$118,140
Water	5263	Water Conservation Specialist III	Full Time	Exempt	5263	-	-	-	-	$81,658	$102,073	$127,592
Water	5261	Water Conservation Specialist Senior	Full Time	Exempt	5261	-	-	-	-	$85,072	$106,340	$132,925
Water	5260	Water Conservation Supervisor	Full Time	Exempt	5260	-	-	-	-	$102,413	$128,017	$160,021
Water	5389	Water Construction and Repair Superintendent	Full Time	Exempt	5389	-	-	-	-	$93,016	$116,270	$145,338
Water	5321	Water Facilities Specialist Lead	Full Time	Non-Exempt	5321	-	$29.78	$37.22	$46.53	-	-	-
Water	5383	Water Financial Administration Coordinator	Full Time	Exempt	5383	-	-	-	-	$64,294	$80,368	$100,460
Water	5264	Water Heavy Equipment Operator	Full Time	Non-Exempt	5264	-	$29.82	$37.28	$46.60	-	-	-
Water	5355	Water Heavy Equipment Operator II	Full Time	Non-Exempt	5355	-	$31.91	$39.89	$49.86	-	-	-
Water	5354	Water Heavy Equipment Operator III	Full Time	Non-Exempt	5354	-	$33.51	$41.88	$52.35	-	-	-
Water	5371	Water Inspection Manager	Full Time	Exempt	5371	-	-	-	-	$114,157	$142,697	$178,371
Water	5266	Water Operations Caretaker	Full Time	Non-Exempt	5266	-	$38.15	$47.69	$59.61	-	-	-
Water	5379	Water Permit Technician	Full Time	Non-Exempt	5379	-	$28.00	$34.99	$43.74	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Water	5361	Water Quality Analyst	Full Time	Exempt	5361	-	-	-	-	$71,280	$89,100	$111,375
Water	5268	Water Quality Analyst II	Full Time	Exempt	5268	-	-	-	-	$74,844	$93,555	$116,944
Water	5362	Water Quality Analyst III	Full Time	Exempt	5362	-	-	-	-	$80,083	$100,104	$125,130
Water	5363	Water Quality Analyst IV	Full Time	Exempt	5363	-	-	-	-	$66,028	$82,535	$103,168
Water	5267	Water Quality Analyst Senior	Full Time	Exempt	5267	-	-	-	-	$85,688	$107,110	$133,888
Water	8403	Water Quality Instrumentation and Calibration Specialist	Full Time	Non-Exempt	8403	-	$34.36	$42.95	$53.69	-	-	-
Water	5269	Water Resource Specialist	Full Time	Exempt	5269	-	-	-	-	$71,339	$89,174	$111,468
Water	5270	Water Resource Specialist II	Full Time	Exempt	5270	-	-	-	-	$74,906	$93,633	$117,041
Water	507	Water Resource Specialist II Non-CDL	Full Time	Exempt	507	-	-	-	-	$74,906	$93,633	$117,041
Water	5274	Water Resource Specialist III	Full Time	Exempt	5274	-	-	-	-	$78,651	$98,314	$122,893
Water	506	Water Resource Specialist III Non-CDL	Full Time	Exempt	506	-	-	-	-	$78,651	$98,314	$122,893
Water	508	Water Resource Specialist Non-CDL	Full Time	Exempt	508	-	-	-	-	$71,339	$89,174	$111,468
Water	5271	Water Resources Manager	Full Time	Exempt	5271	-	-	-	-	$130,519	$163,149	$203,937
Water	5272	Water Resources Principal	Full Time	Exempt	5272	-	-	-	-	$109,612	$137,015	$171,268
Water	5273	Water Resources Project Manager	Full Time	Exempt	5273	-	-	-	-	$104,704	$130,880	$163,600
Water	5380	Water Revenue Pricing Program Coordinator	Full Time	Non-Exempt	5380	-	$25.49	$31.87	$39.84	-	-	-
Water	5247	Water Safety Program Manager	Full Time	Exempt	5247	-	-	-	-	$72,264	$90,330	$112,913
Water	5342	Water Service Locator Lead	Full Time	Non-Exempt	5342	-	$30.26	$37.82	$47.28	-	-	-
Water	5345	Water Service Supervisor	Full Time	Non-Exempt	5345	-	$38.03	$47.54	$59.42	-	-	-
Water	5298	Water Services Locator	Full Time	Non-Exempt	5298	-	$24.07	$30.09	$37.61	-	-	-
Water	5299	Water Services Locator II	Full Time	Non-Exempt	5299	-	$24.72	$30.90	$38.62	-	-	-
Water	5333	Water Services Locator III	Full Time	Non-Exempt	5333	-	$27.19	$33.99	$42.48	-	-	-
Water	5276	Water Services Specialist	Full Time	Non-Exempt	5276	-	$33.33	$41.66	$52.08	-	-	-
Water	5335	Water Services Specialist II	Full Time	Non-Exempt	5335	-	$30.85	$38.57	$48.21	-	-	-
Water	5336	Water Services Specialist III	Full Time	Non-Exempt	5336	-	$32.40	$40.49	$50.62	-	-	-
Water	5337	Water Superintendent - Emergency Response	Full Time	Exempt	5337	-	-	-	-	$91,117	$113,896	$142,370
Water	5277	Water Superintendent - Field Services	Full Time	Exempt	5277	-	-	-	-	$93,016	$116,270	$145,338
Water	5284	Water Superintendent - Pumping	Full Time	Exempt	5284	-	-	-	-	$93,016	$116,270	$145,338
Water	5278	Water Superintendent - Source Water	Full Time	Exempt	5278	-	-	-	-	$97,096	$121,370	$151,713
Water	5279	Water Superintendent - Stormwater	Full Time	Exempt	5279	-	-	-	-	$97,096	$121,370	$151,713
Water	5280	Water Superintendent - Technical Operations	Full Time	Exempt	5280	-	-	-	-	$100,262	$125,327	$156,659
Water	5281	Water Superintendent - Transmission and Distribution	Full Time	Exempt	5281	-	-	-	-	$93,016	$116,270	$145,338
Water	5282	Water Superintendent - Wastewater	Full Time	Exempt	5282	-	-	-	-	$97,096	$121,370	$151,713
Water	5283	Water Superintendent - Water Services	Full Time	Exempt	5283	-	-	-	-	$93,016	$116,270	$145,338
Water	5334	Water Trades Specialist Lead	Full Time	Non-Exempt	5334	-	$30.84	$38.55	$48.19	-	-	-
Water	5330	Water Trades Technician	Full Time	Non-Exempt	5330	-	$23.90	$29.88	$37.34	-	-	-
Water	5331	Water Trades Technician II	Full Time	Non-Exempt	5331	-	$26.30	$32.87	$41.08	-	-	-
Water	5332	Water Trades Technician III	Full Time	Non-Exempt	5332	-	$28.14	$35.17	$43.96	-	-	-
Water	5388	Water Treatment Maintenance Planner	Full Time	Non-Exempt	5388	-	$31.30	$39.13	$48.91	-	-	-
Water	5348	Water Treatment Maintenance Specialist	Full Time	Non-Exempt	5348	-	$30.64	$38.30	$47.87	-	-	-
Water	5289	Water Treatment Maintenance Specialist Senior	Full Time	Non-Exempt	5289	-	$32.79	$40.98	$51.22	-	-	-
Water	5359	Water Treatment Maintenance Supervisor	Full Time	Exempt	5359	-	-	-	-	$74,994	$93,742	$117,178
Water	5290	Water Treatment Maintenance Supervisor Senior	Full Time	Exempt	5290	-	-	-	-	$83,993	$104,992	$131,240
Water	5285	Water Treatment Operator A	Full Time	Non-Exempt	5285	-	$36.51	$45.64	$57.05	-	-	-
Water	5313	Water Treatment Operator B	Full Time	Non-Exempt	5313	-	$33.19	$41.49	$51.86	-	-	-
Water	5373	Water Treatment Operator C	Full Time	Non-Exempt	5373	-	$30.18	$37.72	$47.15	-	-	-
Water	5368	Water Treatment Operator D	Full Time	Non-Exempt	5368	-	$27.94	$34.92	$43.65	-	-	-
Water	5255	Water Treatment Operator Senior	Full Time	Non-Exempt	5255	-	$39.06	$48.83	$61.04	-	-	-
Water	5287	Water Treatment Plant Supervisor	Full Time	Exempt	5287	-	-	-	-	$97,415	$121,769	$152,212
Water	5288	Water Treatment Process Specialist	Full Time	Exempt	5288	-	-	-	-	$82,337	$102,921	$128,651
Water	5349	Water Treatment Shift Supervisor	Full Time	Non-Exempt	5349	-	$42.58	$53.23	$66.53	-	-	-
Water	5291	Water Treatment Technician	Full Time	Non-Exempt	5291	-	$26.14	$32.67	$40.83	-	-	-

CITY OF AURORA

2025 - 2026 Pay Table

by Job Family, Type, Job Profile

Job Family	Job Profile Code	Job Profile	Type	FLSA Status	Compensation Grade Code	Step Rate	Pay Range					
							Hourly Minimum	Hourly AMP	Hourly Maximum	Salary Minimum	Salary AMP	Salary Maximum
Water	5294	Water Utility Inspection Supervisor	Full Time	Exempt	5294	-	-	-	-	$83,074	$103,843	$129,803
Water	5295	Water Utility Inspector	Full Time	Non-Exempt	5295	-	$27.27	$34.09	$42.61	-	-	-
Water	5297	Water Utility Inspector II	Full Time	Non-Exempt	5297	-	$28.64	$35.80	$44.74	-	-	-
Water	5296	Water Utility Inspector Senior	Full Time	Non-Exempt	5296	-	$31.50	$39.37	$49.22	-	-	-
Water	5351	Water Utility Lead	Full Time	Non-Exempt	5351	-	$30.64	$38.30	$47.87	-	-	-
Water	5352	Water Utility Lead II	Full Time	Non-Exempt	5352	-	$32.78	$40.98	$51.22	-	-	-
Water	5353	Water Utility Lead III	Full Time	Non-Exempt	5353	-	$36.06	$45.08	$56.34	-	-	-
Water	516	Water Utility Lead III Non-CDL	Full Time	Non-Exempt	516	-	$36.06	$45.08	$56.34	-	-	-
Water	515	Water Utility Lead Non-CDL	Full Time	Non-Exempt	515	-	$30.64	$38.30	$47.87	-	-	-
Water	5302	Water Utility Specialist	Full Time	Non-Exempt	5302	-	$27.39	$34.23	$42.79	-	-	-
Water	5303	Water Utility Specialist Caretaker	Full Time	Non-Exempt	5303	-	$27.46	$34.32	$42.90	-	-	-
Water	5304	Water Utility Specialist Senior	Full Time	Non-Exempt	5304	-	$30.13	$37.66	$47.07	-	-	-
Water	5305	Water Utility Supervisor	Full Time	Non-Exempt	5305	-	$39.73	$49.66	$62.07	-	-	-
Water	5308	Water Utility Technician	Full Time	Non-Exempt	5308	-	$26.20	$32.74	$40.93	-	-	-
Water	5309	Water Utility Technician II	Full Time	Non-Exempt	5309	-	$28.81	$36.02	$45.02	-	-	-
Water	5286	Water Utility Technician III	Full Time	Non-Exempt	5286	-	$31.69	$39.62	$49.52	-	-	-
Water	5310	Water Utility Worker	Full Time	Non-Exempt	5310	-	$22.01	$27.51	$34.38	-	-	-
Water	5311	Water Utility Worker II	Full Time	Non-Exempt	5311	-	$24.21	$30.26	$37.82	-	-	-
Water	518	Water Utility Worker II - Non-CDL	Full Time	Non-Exempt	518	-	$24.21	$30.26	$37.82	-	-	-
Water	5350	Water Utility Worker III	Full Time	Non-Exempt	5350	-	$26.63	$33.29	$41.61	-	-	-
Water	504	Water Utility Worker III - Non-CDL	Full Time	Non-Exempt	504	-	$26.63	$33.29	$41.61	-	-	-
Water	512	Water Utility Worker Non-CDL	Full Time	Non-Exempt	512	-	$22.01	$27.51	$34.38	-	-	-
Water	5338	Water Warehouse Specialist Lead	Full Time	Non-Exempt	5338	-	$28.28	$35.34	$44.18	-	-	-
Water	5327	Water Warehouse Technician	Full Time	Non-Exempt	5327	-	$20.67	$25.84	$32.29	-	-	-
Water	5328	Water Warehouse Technician II	Full Time	Non-Exempt	5328	-	$21.71	$27.13	$33.91	-	-	-
Water	5329	Water Warehouse Technician III	Full Time	Non-Exempt	5329	-	$23.87	$29.84	$37.30	-	-	-
Water	7876	Engineer Senior - VH	Variable Hour or Seasonal	Non-Exempt	7876	-	$49.70	$62.13	$77.67	-	-	-
Water	7631	Environmental Inspector - VH	Variable Hour or Seasonal	Non-Exempt	7631	-	$29.58	$36.97	$46.21	-	-	-
Water	9423	Flow Control Technician - VH	Variable Hour or Seasonal	Non-Exempt	9423	-	$24.10	$30.12	$37.65	-	-	-
Water	7632	Grants Coordinator, Water - VH	Variable Hour or Seasonal	Non-Exempt	7632	-	$28.48	$35.60	$44.50	-	-	-
Water	7903	Project Manager II, Water - VH	Variable Hour or Seasonal	Non-Exempt	7903	-	$36.50	$45.62	$57.03	-	-	-
Water	7599	SCADA OT Systems Technician - VH	Variable Hour or Seasonal	Non-Exempt	7599	-	$31.42	$39.27	$49.09	-	-	-
Water	7698	Water Customer Service Representative - VH	Variable Hour or Seasonal	Non-Exempt	7698	-	$25.12	$31.40	$39.25	-	-	-
Water	7706	Water Education and Outreach Program Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7706	-	$24.35	$30.43	$38.04	-	-	-
Water	7774	Water Facilities Technician - VH	Variable Hour or Seasonal	Non-Exempt	7774	-	$23.40	$29.25	$36.57	-	-	-
Water	7524	Water Line Replacement Program Specialist - VH	Variable Hour or Seasonal	Non-Exempt	7524	-	$24.35	$30.43	$38.04	-	-	-
Water	8006	Water Permit Technician - VH	Variable Hour or Seasonal	Non-Exempt	8006	-	$28.00	$34.99	$43.74	-	-	-
Water	7529	Water Resources Assistant - VH	Variable Hour or Seasonal	Non-Exempt	7529	-	$23.81	$29.76	$37.20	-	-	-
Water	7888	Water Rights Consultant - VH	Variable Hour or Seasonal	Non-Exempt	7888	-	$35.44	$44.30	$55.37	-	-	-
Water	7425	Water Treatment Maintenance Planner - VH	Variable Hour or Seasonal	Non-Exempt	7425	-	$31.30	$39.13	$48.91	-	-	-
Water	8008	Water Treatment Technician - VH	Variable Hour or Seasonal	Non-Exempt	8008	-	$26.14	$32.67	$40.83	-	-	-
Water	7450	Water Utility Inspections Technician - VH	Variable Hour or Seasonal	Non-Exempt	7450	-	$24.97	$31.22	$39.02	-	-	-
Water	7905	Water Utility Inspector - VH	Variable Hour or Seasonal	Non-Exempt	7905	-	$27.27	$34.09	$42.61	-	-	-
Water	7456	Water Warehouse Technician - VH	Variable Hour or Seasonal	Non-Exempt	7456	-	$20.67	$25.84	$32.29	-	-	-

CITY OF AURORA
Council Agenda Commentary

Item Title: Tax Rebate Agreement – NTT Global Data Centers
Item Initiator: Jeannine Rustad, Director, 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: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/20/2025

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)

R2025- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND NTT GLOBAL DATA CENTERS DN1, LLC ("COMPANY")
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.)*

NTT Global Data Centers is an international telecommunication and data provider considering Aurora and sites in two other states for a new facility. The company has requested incentives to support the establishment of this new facility in Aurora.

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

The company is considering constructing a new, approximately 300,000 square foot data center facility, substation and related site improvements on approximately 75 acres in the Aerotropolis Logisitcs Center in Aurora. Total investment is expected to be $906 million consisting of $260 million in construction costs and $640 million for machinery and equipment. The company and its affiliates will create 27 new full-time positions. The resolution authorizes rebates to the company of 50% of the sales and uses taxes generated by the project from "qualified construction materials" and "qualified equipment" used in the construction and operation of the facility over a 10-year term. The proposed tax rebate agreement would provide tax rebates up to a maximum of $13,597,500.

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.)

The proposed incentive provides the company with a rebate of 50% of sales and use taxes generated from qualified construction materials and equipment used in the construction and operation of the proposed facility. The maximum rebate will be $13.5975 million in exchange for a minimum of 10 years of operation and the creation of 24-27 new, full-time positions. During the term of the agreement, the tax rebate will be paid from a projected $34.4 million in new, direct City tax revenue.

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.)

QUESTIONS FOR COUNCIL

Does the Council wish to provide an incentive for NTT Global Datga Centers DN1, LLC under the terms of the proposed Tax Rebate Agreement?

LEGAL COMMENTS

The city council finds and declares that the health, safety, and welfare of the people of the city are dependent upon the attraction of new private enterprise as well as the expansion and redevelopment of existing private enterprise; that incentives are often necessary in order to attract new private enterprise and to encourage existing private enterprises to redevelop or expand; that providing incentives will stimulate economic development in the city and will result in the creation and maintenance of new jobs; and that the public purpose to be served by providing incentives outweighs any individual interests incidentally served thereby. (City Code Section 130-297).
(a) The terms and conditions of any sales or use tax waiver granted by the city shall be set forth in a written agreement between the city and the taxpayer, approved by resolution of the city council, and executed by the mayor.
(b) The city council may consider the following factors in determining whether to enter into an agreement for the waiver of sales or use tax:
(1) The length of time during which the taxpayer intends to operate the commercial or industrial enterprise.
(2) The number of jobs in the city which are likely to be generated directly or indirectly as a result of the commercial or industrial enterprise.
(3) The extent to which the taxpayer establishing, expanding, or redeveloping the commercial or industrial enterprise intends to encourage its employees at the commercial or industrial enterprise to reside within the city and to recruit new employees from residents of the City.
(4) The extent to which the taxpayer establishing, expanding, or redeveloping the commercial or industrial enterprise intends to contract with city residents and city-based companies for services and goods at the commercial or industrial enterprise.
(5) The extent of capital investment in the City by the taxpayer.
(6) The extent to which the commercial or industrial enterprise will generate other tax revenue for the City, county, and state.
(7) The extent of the public benefits to be derived from the agreement. (City Code Section 130-299).
(Allen)

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TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND NTT GLOBAL DATA CENTERS DN1, LLC

THIS AGREEMENT (this "Agreement"), made and entered into as of this 1st day of October, 2025, by and between the City of Aurora, a home rule municipal corporation of the State of Colorado ("City") and NTT Global Data Centers DN1, LLC, a Delaware limited liability company (the "Company"). The City and Company are collectively referred to as the Parties ("Parties") or individually as Party ("Party").

WITNESSETH:

WHEREAS, Company is a leading provider of data services; and

WHEREAS, Company currently seeking a location to construct a new data center facility; and

WHEREAS, Company is considering constructing, and an Affiliate (as defined below) of the Company is considering operating, a new approximately 300,000 aggregate square foot data center facility, substation, and related site improvement (collectively, the "Facility") on an approximately 76- acre site in the Aerotropolis Logistics Center development (the "Project") within the City of Aurora, Colorado;

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver described in Section 130-298 of the City's Code as applied to the Project shall include and operate as a rebate or repayment to the Company of the City sales and use taxes paid: (1) by Company to the City (including through Company's contractors and their subcontractors) on building and construction materials and/or fixtures that are installed or incorporated into the Facility; (2) by Company and tenants within the Facility ("Tenants") in connection with Company and such Tenants' purchases of tangible property that is installed and used at the Facility; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Company (including through Company's contractors and their subcontractors) and the Tenants as an incentive to and in consideration for Company's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and

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provisions herein contained, the Parties hereto covenant and agree as follows:

1. Rebate of City Sales and Use Tax. Subject to the terms and conditions set forth in this Agreement (including without limitation the rebate process included in paragraph 2 below), the City hereby agrees to rebate and repay to Company City sales and use tax paid in connection with the Facility as follows (collectively, the "Rebate" or "Rebates"):

(a) According to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax legally paid in accordance with Section 130-61 of the City Code by Company (including through Company's contractors and their subcontractors) with respect to building and construction materials and/or fixtures that are incorporated or installed into the Facility as improvements ("Qualified Construction Materials"); and

(b) According to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax paid by the Company or the Tenants with respect to equipment, building fixtures and other tangible items (where such items are depreciable assets with a purchase price of more than $500) to be used or installed at the Facility or for the benefit of the Facility ("Qualified Equipment"). For purposes of this Agreement, the term "Qualified Equipment" shall not include consumables.

The total amount of the Rebate shall not exceed thirteen million five hundred ninety-seven thousand and five hundred dollars ($13,597,500.00). Rebate eligible costs incurred by the Company and Tenants may be accrued for Qualified Construction Materials and Qualified Equipment starting upon execution of this Agreement and ending ten (10) years after the Start of Term (the "Rebate Period"). The Start of Term commences on the date of issuance of the temporary or final certificate of occupancy for the Facility (the "Start of Term"). After the Start of Term and subject to Company's satisfaction of the requirements in paragraphs 2 and 6 of this Agreement, Company shall have the right to request and receive Rebates in accordance to the terms of this Agreement. The Start of Term must commence within four (4) years of the effective date of this Agreement.

For purposes of this Agreement, "City sales and use tax" shall include all sales and use taxes included in the City Code other than the 0.25% sales and use tax component described in Section 130-2 of the City Code (dedicated for the purpose of defraying the costs associated with increased staffing of the City police department and the operation and maintenance of the City detention facility).

For purposes of this Agreement, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands, or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise. Under the Agreement, the waiver referenced in City Code 130-298 shall be implemented in the form of the Rebate.

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2. Requirements for Rebate of City Sales and Use Tax. The City hereby agrees to the Rebate, which shall be made contingent upon the following:

(a) With regard to the City sales and use tax levied upon Qualified Construction Materials, the City shall rebate to the Company all such taxes described in paragraph 1 and Exhibit A that are paid in connection with the City's issuance of the building permit(s) for the Facility, or any additional such taxes that may be paid at completion of the Facility upon the required building permit tax reconciliation. Company shall submit a Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement (the "Compliance Report") and prior to such submission or at the same time the Company shall submit any request for the Rebate to the City. The City shall have 120 days from the date of receipt from Company of both the Compliance Report pursuant to paragraph 9 and Rebate request to review the request, confirm the taxes eligible for rebate, and rebate such eligible taxes to the Company.

(b) With regard to the sales or use tax levied upon Qualified Equipment, the City shall rebate all such taxes described in paragraph 1 and Exhibit A. Company shall submit a Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement and prior to such submission or at the same time the Company shall submit any request for the Rebate to the City. The City shall have 120 days from the date of receipt of both the Compliance Report from the Company pursuant to paragraph 9 and Rebate request from the Company to review the request, confirm the taxes eligible for rebate, and rebate such eligible taxes to the Company.

(c) In no event shall City sales or use tax be rebated on any transaction eligible for rebate under this Agreement unless and until Company has submitted building permits, invoices, or other evidence reasonably acceptable to the City of the payment of such tax by Company or the Tenants (including, with respect to Qualified Construction Materials, through Company's contractors and their subcontractors, and including, with respect to Qualified Equipment, through collection of such tax from the Company or Tenants by their respective vendors, suppliers and retailers licensed the City, and the remittance of such tax by such licensed parties to the City). Notwithstanding anything in this Agreement to the contrary, Company or Tenants shall have up to ninety (90) days following the expiration of the Rebate Period within which to submit a request for Rebate to the City ("Rebate Request"); provided that in no event shall the City be obligated to accept any such Rebate Request after expiration of the Rebate Period. Furthermore, Rebate Requests for Qualified Equipment expenditures must be received by the City within twenty-four (24) months of the invoice date of the relevant Qualified Equipment item(s) in order to be eligible for rebate to the Company. The amount of any such Rebate for Qualified Equipment shall be included in the total amount of the City sales and use tax rebate granted pursuant to this Agreement (including for purposes of the overall Rebate limit described in Section 1 above), irrespective of whether such Rebate relates to Qualified Equipment purchased by the Company or the Tenants.

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(d) City sales and use tax will not be rebated for any Reporting Period until and unless the Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement has been submitted by the Company that demonstrates the Company has caused to create a Full-time employee count and Average Annual Salary that has not fallen below the minimum requirements in Period 1 through Period 11 as described in Exhibit A City sales and use tax will not be rebated for any Reporting Period until and unless the Company has caused to create and maintain the required number of full-time jobs in Aurora and at the Facility, as set forth in paragraph 6 and Exhibit A of this Agreement.

(e) City sales and use taxes included in any Rebate Request submitted by the Company must have been paid during and correspond with the most recent Reporting Period, the exception being that eligible taxes paid from the start of the Rebate Period through the Start of Term may be included in the first Rebate Request corresponding with Reporting Period 1.

(f) Once discovered by the City, City sales and use taxes on Qualified Construction Materials and Qualified Equipment that has been rebated to the Company and subsequently refunded to the relevant purchaser as part of a refund claim or building permit tax reconciliation shall be deducted from a subsequent Rebate Request (or, in the event there are no further Rebate Requests, returned by the Company to the City).

3. Limitation on the Rebate. In no event shall the total amount of the Rebate at any time hereunder exceed the total amount of City sales and use tax revenue actually generated by, or in connection with the construction, equipping, and operation of, the Facility.

4. Location of Facility. The Facility shall be located in the City. Only Company's and Company's Affiliates' operations at the Facility during the Rebate Period (and construction of any portion of the Facility at any time prior to the commencement of the Rebate Period) shall be eligible for consideration of Company's economic impact upon the City for purposes of this Agreement.

5. Length of Operation. At a minimum, Company or a Company Affiliate shall operate the Facility in the City for a period of ten (10) years ("Operation Period") from the Start of Term. If, at any time prior to that date, Company or any Company Affiliate decides to permanently terminate its operations at the Facility, Company shall provide the City with written notice of such decision no later than thirty (30) days prior to the actual termination of operations Cessation of operations of all or any portion of the Facility from time to time for construction, reconstruction, maintenance, repair, or replacement of Facility improvements, installation or modification of tenant equipment, Force Majeure events, or other events or conditions outside of Company's control (including but not limited to interruptions in utility service or the actions of any other landowners, developers, parties with water or mineral rights, or governmental or quasi-governmental entities with respect to the Project), and which Company does not intend to constitute permanent termination of operations at the Facility under this paragraph 5, shall not

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constitute permanent termination of operations, provided that: 1) the Company provides no less than thirty (30) days written notice of its intent to temporarily suspend operations, and an explanation of the reason and duration of the cessation; 2) the cessation of operations does not exceed twelve (12) consecutive months without written approval by the City Manager (which shall not be unreasonably withheld); and 3) that all other provisions within this Agreement remain in effect, including, but not limited to Sections 6, 9 and 11.

6. Creation of Jobs. Company hereby commits that the Company or any Company Affiliate shall create and maintain jobs at the Facility in the City in accordance with the schedule in Exhibit A. Such created and maintained jobs shall be limited to full-time and full-time equivalent contracted employees hired for a wage, salary, fee or payment to perform work for Company or a Company Affiliate at the Facility and shall not include temporary construction jobs. For each Reporting Period, the average annual salary for such jobs shall be no less than the amount that shown in the schedule set forth in Exhibit A (column entitled "End of Year Average Annual Salary"), exclusive of benefits. In addition, for any Reporting Period, no individual employee shall earn less than sixty-five percent (65%) of such amount as shown in the schedule set forth in Exhibit A; provided that for any period that is less than one full year, such average annual salary shall be prorated. Bonus amounts shall be equitable among employees.

A minimum of the Average Annual Salary as set forth in Exhibit A, exclusive of benefits, shall be maintained throughout the ten (10)-year period commencing upon the first December 31 following the first anniversary date of the Start of Term.

The Average Annual Salary shall be determined by dividing the total payroll paid to the employees at the facility (exclusive of benefits) by the total number of full-time and full-time equivalent contracted employees at the facility. Full-time and full-time equivalent contracted employees are those working on average 32 paid hours per week or 1,820 hours over the course of a year at the Facility during the reporting periods set forth in Exhibit A (each, a "Reporting Period" and collectively, the "Reporting Periods"). Total compensation is per W-2, Box 16 for employees.

7. Employees Residing Within City. Company and any Company Affiliate shall review applications for employment at the Facility from qualified job seekers recommended to Company by the local county workforce development office.

8. Promotion of Location within City. Company shall make commercially reasonable efforts to not intentionally misrepresent to the general public the Facility's municipal location. Nothing herein shall restrict Company from making general statements regarding the location of the Facility or Project (without reference to Aurora) in a manner consistent with the disclosure of its other facilities (e.g. the Facility is one of 10 such facilities in Colorado). If the City determines Company has not materially complied with this requirement, the City will provide written notice to the Company and the Company will make commercially reasonable efforts to cure such non-compliance. Notwithstanding this provision, the City agrees that consistent with Company's historical naming conventions and marketing activities on a national basis, the Company may market the Facility to third parties, including potential Tenants, as its "Denver Campus" and externally refer to the planned building comprising the Facility under the name "Denver 1" (abbreviated to "DN1"), without creating any violation of this Section 8.

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9. Compliance Reporting Requirements. Within 120 days following the close of each calendar year during the Rebate Period, commencing on the completion of Period 1, Company shall submit a written report to the City concerning its and its Affiliates' local operations (the "Compliance Report") for the 12-month Reporting Period ending December 31 of the same calendar year. Upon written notification to the City, Company shall be granted an additional thirty (30) days to submit the Compliance Report. The Compliance Report shall generally be in the form set out in Exhibit B to this Agreement. In no event shall the City be required to review a Rebate Request until the corresponding Compliance Report for the applicable Reporting Period is submitted to the City by Company as required in this Agreement. Company shall certify in the Compliance Report that it is in compliance with its various obligations hereunder and shall provide the following information to the City:

(a) The number of Company and Company Affiliate employees at the Facility, the total hours worked by each such employee, and the total amount paid to each such employee, and the average hourly wage paid to such employees during the preceding calendar year (as shall be prorated for any partial year employment); and

(b) A brief description of any coordination efforts with the City to promote the fact that the Facility is located within the City, if any, and the percentage of full- time employees that reside within the City.

In no event shall Company be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses, or telephone numbers) of specific employees, or any trade secrets, privileged information, confidential commercial or financial information as part of the Compliance Report. Subject to paragraph 19, upon the City's prior written request, the Company shall allow the City to review the records and documents electronically or those on location at the Facility that are directly related to the Compliance Reports for the sole purpose of verification of the information contained in the Compliance Reports; provided, however, such review must be done during normal business hours no more than once per calendar year, the City shall not be permitted to photocopy or make electronic records of any documentation, the Company may withhold any information it reasonably deems to be sensitive, confidential, or privileged information, and the City agrees it will make best efforts not to interrupt the Company's business with such reviews.

Company shall submit a final compliance report ("Final Compliance Report") to the City within ninety (90) days after the 10th Anniversary of the Start of Term, which Final Compliance Report shall contain the certifications in Exhibit B concerning Company's compliance with the terms of this Agreement.

10. Compliance with Laws. Approval of this Agreement by the City does not imply the approval of any development plan related to the Facility, and the City makes no express or implied representation, assurance, or commitment in this Agreement that Company or any Company Affiliate may lawfully construct, occupy, and operate the Facility. Company acknowledges its obligations to engage in the normal City approval processes applicable to the Project and Facility, which may include zoning, building, licensing, inspection, and other

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requirements as may be applicable to constructing, occupying, or operating the Facility. Company hereby warrants to the City that, as of the Start of Term to the Company's knowledge, the Facility shall be in material compliance with all applicable zoning and other federal, state, county, and City statutes, rules, regulations, and ordinances, subject to any waivers or variances that Taxpayer may obtain at the Start of the Term.

11. Company's Failure to Meet Obligations.

a. Termination of Operations. If, for any reason, Company should fully terminate its operations of the Facility at any time prior to the expiration of the Operation Period, as described in paragraph 5 of this Agreement, then Company shall, within thirty (30) days following written demand therefor by the City, repay to the City an amount equal to ten percent (10.00%) of the Rebate actually received by Company pursuant to this Agreement, multiplied by the total number of full calendar years remaining in said period, which payment shall be deemed full satisfaction of Company's obligations under this Agreement.

b. Jobs below Minimum Requirements. If, for any reason, Company should fail to achieve 90% of the job creation and retention requirements set forth in paragraph 6 of this Agreement in any of the periods set out in paragraph 6, then Company shall, within sixty (60) days following written demand therefor by the City, repay to the City an amount calculated in accordance with the following formula:

> ((Total Rebate actually received by Company ÷ Minimum jobs required to be created) x Number of jobs below minimum required to be created)) x 10% = Amount to be repaid

Company's compliance with said job retention and creation requirements shall be measured for each period identified in paragraph 6 and Exhibit A.

c. Failure to Comply with Compliance Reporting Requirements. If the Company fails to provide a Compliance Report to the City in compliance with the requirements of paragraph 9 of this Agreement, the City shall have the right to terminate this Agreement with ninety (90) days written notice to Company, which notice shall contain the terms of non-compliance and required curative actions. Company shall have ninety (90) days from receipt of such notice to cure any such alleged non-compliance. If it is determined that Company failed to meet the job creation and retention requirements set forth in paragraph 6 of this Agreement during any such period it failed to submit any Compliance Report(s) in compliance with the requirements of paragraph 9 of this Agreement, Company shall be obligated to repay to the City an amount calculated in accordance with the formula included in paragraph 11(b) above.

d. Limitation of Liability. Notwithstanding anything to the contrary contained herein, Company's liability shall not be greater than the total amount of the Rebate received by Company hereunder.

e. Surety Bond. Company agrees to obtain a surety bond or letter of credit equal to the amount that could be subject to repayment to the City (and in an initial amount of $150,000).

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Should the maximum amount of repayment increase beyond the initial amount of the surety bond or letter of credit, the Parties will meet to agree upon the amount of any additional surety bond or letter of credit. No rebate will be provided until a surety bond or letter of credit is provided in form acceptable to the City and in amount equal to or greater to the maximum repayment obligation of Company at any given time. The City's acceptance shall not be unreasonably withheld.

f. Force Majeure. If the Company's performance of any of its obligations in this Agreement is prevented or delayed by any cause outside of Company's control, including without limitation any act or omission of government, meteorological phenomenon that cannot reasonably be anticipated, fire, flood, earthquake, war or armed conflict, strike, actions of labor unions, natural disaster, health emergency, epidemic, pandemic, sabotage, explosion, riot, orders or delays of governmental or quasi-governmental entities or judicial bodies, or any other act of god or uncontrollable force that has also been declared an emergency pursuant to City Code Section 38-34 (each a "Force Majeure Event"), the Company shall not be in default of this Agreement as a result of such prevented or delayed performance, provided that the Company makes all reasonable efforts to prevent, avoid, and/or mitigate any and all impacts of any such Force Majeure Event and provides notice to the City that a Force Majeure Event has occurred and, in such instance, Company's obligations, including but not limited to the obligation to meet job and salary expectations set forth on Exhibit A or other milestone events, payment of the Rebate, and the Rebate Period shall each be extended day for day for the length of the Force Majeure Event.

12. Right to Terminate Agreement Without Cause. Any extension of the Rebate beyond the close of the then current fiscal year shall be subject to the right of City Council or Company to terminate this Agreement as provided in this paragraph. If, on or before the final day of the fiscal year, either the City Council or Company, in their sole discretion and for any reason, determines that the rebate of City sales and use tax should not continue on into the ensuing fiscal year, it may terminate this Agreement upon immediate written notice to the other party. In such event, Company shall be entitled to claim such portion of the Rebate accruing through and including the final day of the then current fiscal year. The termination of this Agreement shall be without penalty and recourse to the terminating party, except as otherwise set forth in this paragraph. If the Company elects to terminate this Agreement pursuant to this paragraph, then Company shall, within sixty (60) days following written demand therefor by the City, promptly repay to the City an amount equal to ten percent (10%) of the Rebate actually received by Company pursuant to this Agreement, multiplied by the total number of calendar years remaining in said period, which payment shall be deemed full satisfaction of Company's obligations in this Agreement. Should either party fail to timely deliver a notice of termination of this Agreement under the terms of this paragraph, such rebate shall be deemed automatically renewed and in full force and effect for the ensuing fiscal year, provided that such year falls within the Rebate Period.

13. Effective Date. The City's commitment to provide the rebate of City sales and use tax described herein shall become effective upon the approval of this Agreement by the City Council. This Agreement should be signed by Company and delivered to the City at least 21 days prior to Council approval.

14. Non-Assignability. The City's commitment to provide the rebate of City sales and use tax described herein is made in favor of Company or any Affiliates of Company only and, as

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such, with the exception of any Affiliate of Company (to which Company may assign in its their discretion without prior written consent of the City or any other party), this Agreement is not assignable by Company, nor is it transferable by operation of law or otherwise to any entity, except with the prior written consent of the City Manager of the City, which shall not be unreasonably withheld, conditioned, or delayed.

15. Definition of Affiliate. For purposes of this Agreement, the term "Affiliate" shall mean any person or entity that Controls, is Controlled by, or is under Common Control with, a party, where "Control" means that the applicable party maintains operational control of the Affiliate or is managed or advised by the applicable party or its Affiliates.

16. Amendment. This Agreement may be amended only with the prior written consent or approval of each of the Parties hereto by an agreement in writing duly authorized and executed by the Parties with the same formality as this Agreement.

17. Entire Agreement. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and neither party has relied upon any fact or representation not expressly set forth herein.

18. No Implied Terms. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist as among the Parties except as expressly stated herein.

19. Headings for Convenience. All headings and captions used herein are for the convenience of the Parties only and are of no meaning in the interpretation or effect of this Agreement.

20. Open Records. The City will comply with the Colorado Open Records Act in connection with any requests for this Agreement or any documents or information related to or prepared in connection therewith, and if the City receives a request for information under such act, the City will promptly notify Taxpayer of the request.

21. Applicable Law; Venue; Waiver of Jury Trials. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, without regard to the choice of law thereof. The Parties agree that venue for any litigated disputes regarding this Agreement shall be the federal and state courts in and for Arapahoe County, Colorado. Each Party hereby agrees that any litigated dispute regarding this Agreement shall be tried to a judge without a jury, and expressly waives any right to a trial by jury.

22. Severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. Should the waiver or rebate of City sales and use tax as expressly provided in this Agreement be judicially adjudged to be illegal, invalid, or unenforceable under present laws effective during the term of this Agreement, or contrary to public policy by a court of competent jurisdiction, this Agreement shall immediately terminate without penalty or recourse to the City or Company. Otherwise, should any one or more of the provisions of this Agreement be judicially adjudged illegal, invalid, or unenforceable under present or future

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laws effective during the term of this Agreement or contrary to public policy by a court of competent jurisdiction without a corresponding determination being made with regard to such waiver or rebate itself, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement shall not be affected, impaired, or invalidated, the intent of the Parties being that such provision or provisions are severable.

23. 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.

24. No Attorney's Fees or Costs. In the event of any litigation, non-binding mediation or other dispute resolution process arising out of this Agreement, the Parties agree that each party is responsible for it its own legal expenses.

25. Expenses and Apportionment. Except as otherwise expressly set forth in this Agreement, each of the Parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

26. Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

27. Intent of Agreement. This Agreement 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 any rights or responsibilities upon any persons or entities not signatories hereto.

28. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof promptly transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. All Notices shall be sent to the addressee at its address set forth below or any other such address as either party may hereafter designate by written notice to the other party.

FOR THE CITY:

City of Aurora, Colorado
15151 East Alameda Parkway, Suite 2300
Aurora, Colorado 80012

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Attn: Business Development
Email: cargenta@auroragov.org

with a copy to:

City of Aurora, Colorado
15151 East Alameda
Parkway Aurora, Colorado
80012 Attn: City Attorney's
Office Email:
rallen@auroragov.org

FOR COMPANY:

NTT Global Data Centers DN1, LLC
Attn: Legal Department
1625 West National Drive
Sacramento, California 95834
gdc.legal@global.ntt

with a copy to:

[ ]

(remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first written above.

CITY
CITY OF AURORA, COLORADO

Mike Coffman, Mayor

Date of Signature

ATTEST:

Kadee Rodriguez, City Clerk

Date of Signature

APPROVED AS TO FORM:

RACHEL ALLEN, Client Group Manager

10/02/2025
Date of Signature

COMPANY
NTT Global Data Centers DN1, LLC

Signed by:
Makoto Shimizu
4B3BD3C[illegible]

Name: Makoto Shimizu

Title: CFO

Date: 10/1/2025

Title:

Date:

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EXHIBIT A

Period	Reporting Period	Rebate Percentage of Qualified Sales and Use Taxes	Minimum Number FTE at End of Period**	End of Year Average Annual Salary****
0*	Start of Rebate Period through Start of Term	50%	N/A	N/A
1	Start of Term through December 31 of the SAME YEAR	50%	8***	$85,500
2	January 1 through December 31 of the following year	50%	8	$87,210
3	January 1 through December 31 of the following year	50%	8	$88,954
4	January 1 through December 31 of the following year	50%	27 (24)	$90,733
5	January 1 through December 31 of the following year	50%	27 (24)	$92,548
6	January 1 through December 31 of the following year	50%	27 (24)	$94,399
7	January 1 through December 31 of the following year	50%	27 (24)	$96,287
8	January 1 through December 31 of the following year	50%	27 (24)	$98,213
9	January 1 through December 31 of the following year	50%	27 (24)	$100,177
10	January 1 through December 31 of the following year	50%	27 (24)	$102,180
11	10th anniversary date of the Start of Term.	50%	27 (24)	$102,180

* No Compliance Report required under Section 9 for Period 0.

** Figures in parenthesis represent a 10% reduction in the minimum number of jobs required for that Reporting Period to accommodate fluctuations in employment.

*** Required Minimum if Company requests a rebate during Period 1.

**** Consistent with Section 6 of the Agreement, no individual employee shall earn less than 65% of the Average Annual Salary during each respective Reporting Period shown in Exhibit A above.

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EXHIBIT B

COMPANY COMPLIANCE REPORT SAMPLE FORMAT

_____, 20XX

Economic & Business Development Supervisor
Planning & Development Services
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Re: COMPLIANCE REPORT/REBATE REQUEST: Pursuant to the Tax Rebate Agreement between the City of Aurora, Colorado and Company dated ____ ("Agreement")

_____:

Company is submitting this compliance report as required by the above referenced Agreement.

Please provide a brief narrative of current operations and project status and state that "Company certifies that they are in full compliance with the various obligations of the Agreement as described below*". If not in full compliance, explain why. If a rebate request is being submitted at the same time, please complete the "rebate request" section.*

AGREEMENT OBLIGATIONS

- **Location of Facility (Paragraph 4 of the Agreement):** *State how you are complying with this requirement.*
- **Length of Operation (Paragraph 5 of the Agreement):** *State how you are complying with this requirement and reference the Start of Term (Paragraph 1).*
- **Creation of Jobs (Paragraph 6 and Exhibit A of the Agreement):** *Reference "anniversary date" and provide tables showing jobs/salaries provided vs actual:*

	Required Jobs	**Actual Jobs**	**Difference**
Period 1	_____	_____	_____
Period 2	_____	_____	_____
Period 3	_____	_____	_____
Etc.			

	Ave Salary/Wage	**Actual**	**Difference**
Year 1	$_____	$_____	+/- $_____
Year 2	$_____	$_____	+/- $_____
Year 3	$_____	$_____	+/- $_____
Etc.			

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In no event shall Company *be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) or specific employees, or any trade secrets, privileged information, confidential commercial or financial information.*

- **Employees Residing Within City (Paragraph 7 of the Agreement):** *Describe efforts made to review applications for employment at the facility from qualified job seekers recommended to the* Company *by the local county workforce development office, if any.*

REBATE REQUEST

If your Compliance Report also has a Rebate request in it, please summarize your requested Rebate here and attach supporting documentation (summary, proof of payment, etc.)

Qualified Construction Materials *(if applicable to your agreement)*

For any Building Use Taxes paid that was not waived at the counter, please provide a summary of amounts paid and the Rebate request here. On separate sheets, provide a spreadsheet and supporting documentation for building use taxes paid, including upon building use tax reconciliation:

Example

Paid Date	Contractor	Permit Summary	Amount Paid	Rebate Requested
Total				

Qualified Equipment *(if applicable to your agreement)*

For taxes on Qualified Equipment (including Qualified Equipment purchased by Tenants as set forth in Section 2(b) of the Agreement), please summarize amounts and rebate requested here. On separate sheets, provide a spreadsheet that itemizes qualified equipment purchases.

Example

Paid Date	Vendor	Equipment Description	Amount Paid	Unit Price	Rebate Requested
Total					

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND NTT GLOBAL DATA CENTERS DN1, LLC ("COMPANY")

WHEREAS, Company is a leading provider of data services; and

WHEREAS, Company is currently seeking a location to construct a new data center facility; and

WHEREAS, Company is considering constructing, and an Affiliate of the Company is considering operating, a new approximately 300,000 aggregate square foot data center facility, substation, and related site improvement (collectively, the "Facility") on an approximately 76-acre site in the Aerotropolis Logistics Center development (the "Project") within the City of Aurora, Colorado; and

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver described in Section 130-298 of the City's Code as applied to the Project shall include and operate as a rebate or repayment to the Company of the City sales and use taxes paid: (1) by Company to the City (including through Company's contractors and their subcontractors) on building and construction materials and/or fixtures that are installed or incorporated into the Facility; (2) by Company and tenants within the Facility ("Tenants") in connection with Company and such Tenants' purchases of tangible property that is installed and used at the Facility; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Company (including through Company's contractors and their subcontractors) and the Tenants as an incentive to and in consideration for Company's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise; and

WHEREAS, the total amount of the Rebate shall not exceed thirteen million five hundred ninety-seven thousand and five hundred dollars ($13,597,500.00); and

WHEREAS, Chapter 130-299 of the City Code requires the terms and conditions of any sales and use tax incentive be set forth in a written agreement between the parties, which agreement must be approved by resolution by the City Council and executed by the Mayor; and

WHEREAS, the City finds and determines that entering into this Agreement is in the best interests of Aurora citizens.

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

Section 1. The Tax Rebate Agreement between the City of Aurora and NTT Global Data Centers DN1, LLC regarding the data center campus located in the Aerotropolis Logistics Center development is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 1-2007 (Cherry Creek Racquet Club) 2026 Operating Budget
Item Initiator: Andrew Jamison, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jaminson, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: n/a

Regular Meeting: 10/20/2025

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Cherry Creek Fence General Improvement District 1-2007 (GID). On November 6, 2007, the qualified electors of the Cherry Creek Racquet Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cherry Creek Racquet Club GID was to construct, finance and maintain a community masonry fence. Subsequently, on March 17, 2008 council approved Ordinance 2008-14 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed $706,000, with annual taxes not to exceed $67,000. On August 17, 2009, council approved the bond issuance for the Cherry Creek fence.

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

As the Cherry Creek Racquet Club GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Cherry Creek Racquet Club GID for 2026, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated $67,000 for debt service and another $3,000 to defray maintenance costs. The revenue shall be used to defray the general expenses of the GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Creek Racquet Club GID budget and mill levy for 2026, as described above?

LEGAL COMMENTS

Cherry Creek Racquet Club General Improvement District No. 1-2007 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. *See*, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-___

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Ordinance No. 2008-14 declaring the organization of General Improvement District 1-2007 (the "District") for constructing a masonry fence and other incidental and necessary improvements for the Cherry Creek Racquet Club neighborhood (the "Improvements"); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the "Board"), adopted Resolution No. R2008-13, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2009-34, authorizing the issuance of General Obligation Limited Tax Bonds, Series 2009 (the "Series 2009 Bonds") for the purpose of reimbursing expenditures incurred by the City on the District's behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2009 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2007.

Section 1. The total budget of the District for Fiscal Year 2026 shall be Seventy Thousand Dollars ($70,000.00), which amount shall be apportioned as follows: (i) Sixty-Seven Thousand Dollars ($67,000.00) for purposes of discharging principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2026, and (ii) Three Thousand Dollars ($3,000.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 6, 2007 regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to discharge principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2026, but in no

event to generate an amount in excess of Sixty-Seven Thousand Dollars ($67,000.00) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 6, 2007, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2026, but in no event to generate an amount in excess of Three Thousand Dollars ($3,000.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2025.

Section 5. There is hereby appropriated from General Improvement District No. 1-2007 Fund for Fiscal Year 2026 the sum of Seventy Thousand Dollars ($70,000.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 1-2016 (Cobblewood) 2026 Operating Budget
Item Initiator: Andrew Jaminson, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jaminson, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: N/A

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Cobblewood General Improvement District 1-2016 (GID). On November 8, 2016, the qualified electors of the Cobblewood GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cobblewood GID was to repair and replace the private neighborhood street and grant the new street to the City. Subsequently, on January 9, 2017, council approved Ordinance 2016-71 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed $935,550.00, with annual taxes not to exceed $95,000.00. On August 26, 2017, council approved the bond issuance for the Cobblewood General Improvement District.

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

As the Cobblewood GID has already been formed and the bond issuance related to the street improvements have already been approved; this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2026, the budget and proposed mill levy for the Cobblewood GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated $95,000.00 for debt service. The revenue shall be used to defray the general expenses of Cobblewood GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Cobblewood GID budget and mill levy for 2026, as described above?

LEGAL COMMENTS

Cobblewood General Improvement District No. 1-2016 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. See, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-___

AN ORDINANCE OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 (COBBLEWOOD GENERAL IMPROVEMENT DISTRICT) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Ordinance No. 2016-71 declaring the organization of Cobblewood General Improvement District 1-2016 (the "District") for the purpose of providing street improvements to South Kingston Circle, and other incidental and necessary improvements for the Cobblewood neighborhood (the "Improvements"); and

WHEREAS, Ordinance 2016-71 authorized the City council to be the *ex-officio* Board of Directors of the District (the "Board"), and Resolution 2017-13 appointed the City as the authorized agent for the District, and also authorized the City to perform all services necessary and appurtenant to the construction and installation of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2017-24, authorizing the issuance of General Obligation Bonds, Series 2017 (the "Series 2017 Bonds") for the purpose of reimbursing expenditures incurred by the City on the District's behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2017 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 20256.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016.

Section 1. The total budget of the District for Fiscal Year 2026 shall be Ninety-Five Thousand Dollars ($95,000.00), which amount shall be apportioned for purposes of discharging principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2026.

Section 2. Pursuant to the authority granted by the voters at the November 8, 2016, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to discharge principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2026, but in no event to generate an amount in excess of Ninety-Five Thousand Dollars ($95,000.00) in total

revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2025.

Section 4. There is hereby appropriated from Cobblewood General Improvement District No. 1-2016 Fund for Fiscal Year 2026 the sum of Ninety-Five Thousand Dollars ($95,000.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 2-2011 (Aurora Conference Center) 2026 Operating Budget
Item Initiator: Andrew Jaminson, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: N/A

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Aurora Conference Center General Improvement District 2-2011(GID). On November 1, 2011, the qualified electors of the Aurora Conference Center GID voted in favor of 1) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; 2) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the "CIC District") to provide off-site public infrastructure; and 3) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the "AHP District") to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers.

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

As the Aurora Conference Center GID has already been formed, this is a technical mechanism to create the budget authority for the upcoming year. The budget for the Aurora Conference Center GID, for collection in 2025, is $9,000,000.00 and the mills will be 40.000 mills. The revenue shall be used to defray the general expenses of the Aurora Conference Center GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Aurora Conference Center GID budget and mill levy for 2026, as described above?

LEGAL COMMENTS

The Aurora Conference Center General Improvement District No. 2-2011 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. See, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-____

AN ORDINANCE OF THE AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, on July 11, 2011, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), adopted Ordinance No. 2011-17 (the "GID Ordinance") declaring the organization of the Aurora Conference Center General Improvement District (No. 2-2011) (the "GID"); and

WHEREAS, the GID Ordinance further provided for the submission to a vote of the registered electors of the GID ballot questions: (i) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; (ii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the "CIC District") to provide off-site public infrastructure and (iii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the "AHP District") to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers; and

WHEREAS, subsequently, at an election duly called and held on November 1, 2011, the qualified electors of the GID approved each of the ballot questions submitted; and

WHEREAS, as a result, the GID will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011).

Section 1. The total budget of the GID for Fiscal Year 2026 shall be Ten Million Dollars ($10,000,000.00), which amount shall be spent for the following purposes:

a. Nine Million Seven-Hundred Thousand ($9,700,000.00) for the construction and/or to incent the construction of a public conference center and related improvements to attract tourism to the area and stimulate development of the property within and surrounding the GID, or any other legally permitted public purposes; and

b. Three Hundred Thousand Dollars ($300,000.00) for the payment of obligations incurred by the GID to the CIC District to provide off-site public infrastructure, or for any other legally permitted public purposes.

Section 2. Pursuant to the authority granted by the voters at the November 1, 2011, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the GID, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at the rate of forty (40) mills.

Section 3. The City Manager and the Budget Officer are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Adams, State of Colorado, on or before December 15, 2025.

Section 4. There is hereby appropriated from the Aurora Conference Center General Improvement District (No. 2-2011) Fund for Fiscal Year 2026 the sum of Ten Million Dollars ($10,000,000.00).

Section 5. All ordinances of the GID or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this_____day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this_____day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 2-2009 (Pier Point 7) 2026 Operating Budget
Item Initiator: Andrew Jaminson, Debt & Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt & Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: N/A

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Pier Point 7 General Improvement District 2-2009 (GID). On November 3, 2009, the qualified electors of the Pier Point 7 GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Pier Point 7 GID was to repair and replace the sewer lines and related work. Subsequently, on January 11, 2010 council approved Ordinance 2009-61 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed $3,500,000, with annual taxes not to exceed $371,277. On April 11, 2011, council approved the bond issuance for the Pier Point 7 sewer General Improvement District.

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

As the Pier Point 7 GID has already been formed and the bond issuance related to the sewer line improvements has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2026, the budget and proposed mill levy for the Pier Point 7 GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated $371,277 for debt service. The revenue shall be used to defray the general expenses of Pier Point 7 GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Pier Point 7 GID budget and mill levy for 2026, as described above?

LEGAL COMMENTS

Pier Point 7 General Improvement District No. 2-2009 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. See, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-___

AN ORDINANCE OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Ordinance No. 2009-61 declaring the organization of Pier Point 7 General Improvement District 2-2009 (the "District") to provide essential sanitary sewer system improvements and services within District boundaries, including, but not limited to, collection mains and laterals, transmission lines, and related landscaping improvements, together with all necessary, incidental, and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities, all for the purpose of upgrading the existing private sanitary sewer system to City standards for ownership and maintenance by the City (the "Improvements"); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the "Board"), adopted Resolution No. R2010-03, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2011-06, authorizing the issuance of General Obligation Bonds, Series 2011 (the "Series 2011 Bonds") for the purpose of reimbursing expenditures incurred by the City on the District's behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2011 Bonds, the District will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009.

Section 1. The total budget of the District for Fiscal Year 2026 shall be Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars ($371,277.00), which amount shall be expended for the purpose of discharging principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2026.

Section 2. Pursuant to the authority granted by the voters at the November 3, 2009, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to discharge principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2026, but in no event to generate an amount in excess of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars ($371,277.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2025.

Section 4. There is hereby appropriated from the Pier Point 7 General Improvement District No. 2-2009 Fund for Fiscal Year 2026 the sum of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars ($371,277.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 1-2008 (Peoria Park) 2026 Operating Budget
Item Initiator: Andrew Jaminson, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: N/A

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Peoria Park Fence General Improvement District 1-2008 (GID). On November 4, 2008, the qualified electors of the Peoria Park GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Peoria Park GID was to construct, finance and maintain a community masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-01 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed $388,945, with annual debt service not to exceed $36,000. On April 5, 2010, council approved the bond issuance for the Peoria Park fence.
ITEM SUMMARY (Brief description of item, discussion,

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

As the Peoria Park GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Peoria Park GID, combined with a portion of available cash on deposit in the GID's debt account, for 2026 will be sufficient to bring in an estimated $36,000 for debt service and another $5,825 to defray maintenance costs. The revenue shall be used to defray the general expenses of the Peoria Park GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Peoria Park GID budget and mill levy for 2026, as described above?

LEGAL COMMENTS

Peoria Park General Improvement District No. 1-2008 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. See, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-___

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Ordinance No. 2009-01 declaring the organization of General Improvement District 1-2008 (the "District") for constructing a masonry fence and other incidental and necessary improvements for the Peoria Park neighborhood (the "Improvements"); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the "Board"), adopted Resolution No. R2009-04, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-10, authorizing the issuance of General Obligation Bonds, Series 2010 (the "Series 2010 Bonds") for the purpose of reimbursing expenditures incurred by the City on the District's behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2008.

Section 1. The total budget of the District for Fiscal Year 2026 shall be Forty-One Thousand Eight Hundred and Twenty-Five Dollars ($41,825.00), which amount shall be apportioned as follows: (i) Thirty-Six Thousand Dollars ($36,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2026 and (ii) Five Thousand Eight Hundred and Twenty-Five Dollars ($5,825.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2026, but in no event to generate an amount in excess of Thirty-Six Thousand Dollars ($36,000.00) in total revenue.

The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2026, but in no event to generate an amount in excess of Five Thousand Eight hundred and Twenty-Five Dollars ($5,825.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2025.

Section 5. There is hereby appropriated from General Improvement District No. 1-2008 Fund for Fiscal Year 2026 the sum of Forty-One Thousand Eight Hundred and Twenty-Five Dollars ($41,825.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: General Improvement District 3-2008 (Meadow Hills Country Club) 2026 Operating Budget
Item Initiator: Andrew Jaminson, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt & Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: N/A

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/4/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Meadow Hills Country Club Fence General Improvement District 3-2008 (GID). On November 4, 2008, the qualified electors of the Meadow Hills Country Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Meadow Hills Country Club GID was to construct, finance and maintain a community masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-02 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed $685,000, with annual taxes not to exceed $71,000. On April 5, 2010, council approved the bond issuance for the Meadow Hills Country Club fence.

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

As the Meadow Hills Country Club General Improvement District has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Meadow Hills Country Club GID for 2026, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated $71,000 for debt service and another $5,060 to defray maintenance costs. The revenue shall be used to defray the general expenses of Meadow Hills Country Club GID for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

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 support the Meadow Hills GID budget and mill levy for 2026, as described above? LEGAL

LEGAL COMMENTS

Meadow Hill General Improvement District No. 3-2008 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2026 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2025. See, Sec. 39-5-128 C.R.S. (Hernandez)

ORDINANCE NO. 2025-___

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Ordinance No. 2009-02 declaring the organization of General Improvement District 3-2008 (the "District") for the purpose of constructing a masonry fence and other incidental and necessary improvements for the Meadow Hills Country Club neighborhood (the "Improvements"); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the "Board"), adopted Resolution No. R2009-05, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-11, authorizing the issuance of General Obligation Bonds, Series 2010 (the "Series 2010 Bonds") for the purpose of reimbursing expenditures incurred by the City on the District's behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 3-2008.

Section 1. The total budget of the District for Fiscal Year 2026 shall be Seventy-Six Thousand and Sixty Dollars ($76,060.00), which amount shall be apportioned as follows: (i) Seventy-One Thousand Dollars ($71,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2026, and (ii) Five Thousand and Sixty Dollars ($5,060.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2026, but in no

event to generate an amount in excess of Seventy-One Thousand Dollars ($71,000) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2026, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2026, but in no event to generate an amount in excess of Five Thousand and Sixty Dollars ($5,060.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2025, certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2025.

Section 5. There is hereby appropriated from General Improvement District No. 3-2008 Fund for Fiscal Year 2026 the sum of Seventy-Six Thousand and Sixty Dollars ($76,060).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Presiding Officer

ATTEST:

_____
KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney
Counsel to the District.

CITY OF AURORA
Council Agenda Commentary

Item Title: 2026 Adopting Budget Ordinance
Item Initiator: Jackie Ehmann, Budget Program Manager, Finance
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Sr. 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: n/a

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): 11/3/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-95 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026
Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
2025- AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026
Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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 2026 Proposed Budget was discussed at the City Manager's Budget Presentation and the Boards and Commissions Presentation on September 16, 2025 and the October 4, 2025 Budget Workshop. At the Budget Workshop, modifications were requested by Council. The attached Schedule B provides a summary of the changes from the workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses And Liabilities for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026; For an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2026 and Ending December 31, 2026 and authorizing a temporary property tax credit for 2026.

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

The budget has been the subject of public hearings (March and September, 2025) and budget town meetings in April, May, June, and July 2025. Input was received from citizen committees and Council resulting from several work sessions to examine the budget.

This ordinance establishes the Fiscal Year 2026 budget at a total of $1,343,410,297 of which $96,359,885 represents fund transfers resulting in a net budget of $1,247,050,412.

FISCAL IMPACT

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

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

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

N/A

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

This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2026 and ending December 31, 2026.

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 forward the 2026 Budget to the Second Reading as shown in the ordinance?

LEGAL COMMENTS

Article 11-6 of the City Charter requires City Council to introduce an ordinance for the budget not less than thirty (30) days prior to the first day of the next fiscal year. This ordinance is in compliance with Article 11-6 of the City Charter, and with the procedure required in Section 2-589 of the City Code. (Hernandez)

City Council Adjustments to City Manager's 2026 Proposed Budget

Fund / Department	Adjustments	FTE Change	Sources	Uses	
			Revenue / Transfers In	One-Time Budget	Ongoing Budget
General Fund					
City Council	Eliminate Donation to Aurora Singers	-	-	-	(2,500)
City Council	Eliminate Donation to CCS Foundation Gala	-	-	-	(3,000)
City Council	Eliminate Regional Economic Adancement Dues	-	$ -	$ (2,000)	$ -
City Council	Eliminate Regional Air Quality Council Dues	-	-	(67,000)	-
City Council	Eliminate US Conference of Mayors	-	-	-	(19,262)
City Council	Reduce Council Contingency	-	-	(8,500)	-
Fire	Elimination of Safer Grant Budget	-	-	(1,863,000)	(844,773)
Fire	Fire Station 18 Funding	17.00	-	1,531,500	2,345,637
Fire	Funds for Operation of Warning Siren Contract	-	-	-	100,000
Total General Fund Council Adjustments		**17.00**	**$ -**	**$ (409,000)**	**$ 1,576,102**
Gifts and Grants Fund					
Fire	Elimination of Safer Grant Budget	(34.00)	$ (2,534,317)	$ -	$ (2,534,317)
Total Gifts and Grants Fund Council Adjustments		**(34.00)**	**$ (2,534,317)**	**$ -**	**$ (2,534,317)**
TOTAL COUNCIL ADJUSTMENTS FOR ALL FUNDS		**(17.00)**	**(2,534,317)**	**$ (409,000)**	**$ (958,215)**

Schedule A

City Of Aurora
2026 Budget

Summary		Amount
Operating		
General Fund	**$**	**550,497,207**
Other Funds		**408,558,756**
Total Operating	**$**	**959,055,963**
Capital	**$**	**384,354,334**
Total 2026 Budget	**$**	**1,343,410,297**
Less: Transfers Out		**(96,359,885)**
Net 2026 Budget	**$**	**1,247,050,412**

General Fund - Operating		Amount
Aurora Water	$	674,306
Aurora911		7,810,001
City Attorney		10,870,933
City Council		1,597,126
Civil Service Commission		750,319
Communications		4,719,200
Court Administration		15,308,161
Development Services		1,634,350
Finance		11,412,712
Fire		100,827,852
General Management		15,469,643
Housing & Community Services		13,145,804
Human Resources		7,249,047
Information Technology		31,978,816
Judicial		4,169,611
Library & Cultural Services		8,491,929
Non-Departmental		81,616,794
Parks, Recreation & Open Space		19,494,026
Planning & Development Services		4,212,268
Police		171,113,744
Public Defender		2,564,839
Public Works		35,385,726
Total General Fund Operating	**$**	**550,497,207**

Schedule A

City Of Aurora
2026 Budget

Other Funds - Operating		**Total Uses Amount**
Community Development Fund	$	4,616,610
Conservation Trust Fund		1,909,873
Cultural Services Fund		4,248,367
Designated Revenues Fund		7,254,516
Development Review Fund		26,641,190
Enhanced E-911 Fund		17,726,642
Fleet Management Fund		15,333,375
Gifts & Grants Fund		10,492,350
Golf Courses Fund		10,898,255
Marijuana Tax Revenue Fund		11,939,733
Open Space Fund		7,813,884
Parking and Mobility Fund		1,536,905
Parks Development Fund		905,518
Recreation Fund		17,040,076
Risk Management Fund		20,608,962
Wastewater Fund		98,199,903
Water Fund		151,392,597
Total Other Funds - Operating	**$**	**408,558,756**
Other Funds - Capital		
Capital Projects Fund	$	39,962,082
Conservation Trust Fund		3,205,000
Designated Revenue Fund		-
Enhanced E-911 Fund		1,700,000
Golf Courses Fund		6,640,000
Open Space Fund		9,625,000
Parks Development Fund		213,762
Transportation Maintenance Fund		33,819,992
Wastewater Fund		54,939,463
Water Fund		234,249,035
Total Other Funds - Capital	**$**	**384,354,334**
Total Other Funds	**$**	**792,913,090**
Total All Funds	**$**	**1,343,410,297**

City Of Aurora
2026 Budget

Operating Transfers

General Fund		
Transfer to ACLC	$	14,068,255
Transfer to Capital Projects/Transportation Maintenance		20,883,037
Transfer to Community Development Fund		241,445
Transfer to Cultural Services Fund		2,056,417
Transfer to Designated Revenue Fund		1,216,619
Transfer to Enhanced E-911 Fund		7,172,785
Transfer to Fleet Management Fund		-
Transfer to Gifts and Grants Fund		126,000
Transfer to Parking and Mobility Fund		926,220
Transfer to Recreation Fund		7,786,115
Transfer to Risk Fund		63,000
Transfer to Transportation Maintenance		33,819,992
Total General Fund	**$**	**88,359,885**
Marijuana Tax Revenue Fund		
Transfer to ACLC	$	4,000,000
Transfer to Capital Projects		4,000,000
Total Marijuana Tax Revenue Fund	**$**	**8,000,000**
FY2026 Operating Transfers	**$**	**96,359,885**

ORDINANCE NO. 2025-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, Section 11-6 of the City Charter of the City of Aurora, Colorado (the "City"), requires that the City Council (the "Council") adopt an ordinance for the annual budget; and

WHEREAS, the City Manager, in accordance with Section 11-2 of the City Charter, has submitted to the Council a proposed annual budget for the year beginning January 1, 2026, and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, the Council has conducted public hearings to receive citizen input, has received reports from the Citizens' Advisory Budget Committee, Citizens' Water Advisory Committee, and the Citizens' Advisory Committee on Housing and Community Development, and has reviewed the budget recommended by the City Manager; and

WHEREAS, the City has complied with all applicable municipal, state, and federal rules, regulations and statutes concerning public hearings, public notices, and public meetings in formulating and adopting a budget for Fiscal Year 2026.

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

Section 1. The City Council hereby adopts as the budget of the City for Fiscal Year 2026 the City Manager's proposed annual budget, which budget has been presented to the Council and available for inspection the business day following the effective date of this ordinance.

Section 2. The total budget for the City for Fiscal Year 2026, shall be One Billion Three Hundred Forty-Three Million Four Hundred Ten Thousand Two Hundred Ninety-Seven Dollars ($1,343,410,297). Excluding fund transfers in the amount of Ninety-Six Million Three Hundred Fifty-Nine Thousand Eight Hundred Eighty-Five Dollars ($96,359,885), the net total appropriation of the City is One Billion Two Hundred Forty-Seven Million Fifty Thousand Four Hundred Twelve Dollars ($1,247,050,412).

Section 3. In accordance with Section 2-596 of the City Code, the following capital assets are designated to serve as the City's TABOR Emergency Reserve requirement for Fiscal Year 2026:

Land Parcel No. 0181700000229	$ 2,750,000.00
Land Parcel No. 0181900000157/0181730300004	$ 6,800,000.00
Land Parcel No. 0181900000162/161	$ 1,650,000.00
Total	$11,200,000.00

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez MK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2026 Budget Appropriations Ordinance
Item Initiator: Jackie Ehmann, Budget Program Manager, Finance
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Sr. 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: N/A

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): 11/3/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-96 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026
Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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 2026 Proposed Budget was discussed at the City Manager's Budget Presentation and the Boards and Commissions Presentation on September 16, 2025 and the October 4, 2025 Budget Workshop. At the Budget Workshop, modifications were requested by Council. Schedule B attached to the Adopting Ordinance provides a summary of the changes from the workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026; For an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2026 and Ending December 31, 2026 and authorizing a temporary property tax credit for 2026.

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

The budget has been the subject of public hearings (March and September, 2025) and budget town meetings in April, May, June, and July 2025. Input was received from citizen committees and Council resulting from several work sessions to examine the budget.

This ordinance establishes the Fiscal Year 2026 budget at a total of $1,343,410,297 of which $96,359,885 represents fund transfers resulting in a net budget of $1,247,050,412.

Fund	Appropriation
Capital Projects Fund	$39,962,082
Community Development Fund	4,616,610
Conservation Trust Fund	5,114,873
Cultural Services Fund	4,248,367
Designated Revenues Fund	7,254,516
Development Review Fund	26,641,190
Enhanced E-911 Fund	19,426,642
Fleet Management Fund	15,333,375
General Fund	550,497,207
Gifts & Grants Fund	10,492,350
Golf Courses Fund	17,538,255
Marijuana Tax Revenue Fund	11,939,733
Open Space Fund	17,438,884
Parking and Mobility Fund	1,536,905
Parks Development Fund	1,119,280
Recreation Fund	17,040,076
Risk Management Fund	20,608,962
Transportation Maintenance Fund	33,819,992
Wastewater Fund	153,139,366
Water Fund	385,641,632
Total	$1,343,410,297

FISCAL IMPACT

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

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

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

N/A

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

This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2026 and ending December 31, 2026.

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 forward the 2026 budget appropriations as shown in the ordinance to the second reading?

LEGAL COMMENTS

Article 11-6 of the City Charter requires City Council to introduce an ordinance for the annual appropriation not less than 30 days prior to the first day of the next fiscal year. This ordinance is in compliance with Article 11-6 of the City Charter, and Section 2-590 of the City Code. (Hernandez)

ORDINANCE NO. 2025-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted a budget for the City for the fiscal year beginning January 1, 2026 and ending December 31, 2026 ("Fiscal Year 2026"); and

WHEREAS, the Council has fixed the amount of tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City; and

WHEREAS, such levy, together with other revenues of the City, represents the amount of revenues necessary during Fiscal Year 2026 to provide for payment of all properly authorized demands upon the City treasury; and

WHEREAS, the Council now wishes to make appropriations for the ensuing fiscal year.

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

Section 1. There is hereby appropriated from the General Fund the sum of Five Hundred Fifty Million Four Hundred Ninety-Seven Thousand Two Hundred Seven Dollars ($550,497,207).

Section 2. There is hereby appropriated from the Capital Projects Fund the sum of Thirty-Nine Million Nine Hundred Sixty-Two Thousand Eighty-Two Dollars ($39,962,082).

Section 3. There is hereby appropriated from the Community Development Fund the sum of Four Million Six Hundred Sixteen Thousand Six Hundred Ten Dollars ($4,616,610).

Section 4. There is hereby appropriated from the Conservation Trust Fund the sum of Five Million One Hundred Fourteen Thousand Eight Hundred Seventy-Three Dollars ($5,114,873).

Section 5. There is hereby appropriated from the Cultural Services Fund the sum of Four Million Two Hundred Forty-Eight Thousand Three Hundred Sixty-Seven Dollars ($4,248,367).

Section 6. There is hereby appropriated from the Designated Revenues Fund the sum of Seven Million Two Hundred Fifty-Four Thousand Five Hundred Sixteen Dollars ($7,254,516).

Section 7. There is hereby appropriated from the Development Review Fund the sum of Twenty-Six Million Six Hundred Forty-One Thousand One Hundred Ninety Dollars ($26,641,190).

Section 8. There is hereby appropriated from the Enhanced E-911 Fund the sum of Nineteen Million Four Hundred Twenty-Six Thousand Six Hundred Forty-Two Dollars ($19,426,642).

Section 9. There is hereby appropriated from the Fleet Management Fund the sum of Fifteen Million Three Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars ($15,333,375).

Section 10. There is hereby appropriated from the Gifts & Grants Fund the sum of Ten Million Four Hundred Ninety-Two Thousand Three Hundred Fifty Dollars ($10,492,350).

Section 11. There is hereby appropriated from the Golf Courses Fund the sum of Seventeen Million Five Hundred Thirty-Eight Thousand Two Hundred Fifty-Five Dollars ($17,538,255).

Section 12. There is hereby appropriated from the Marijuana Tax Revenue Fund the sum of Eleven Million Nine Hundred Thirty-Nine Thousand Seven Hundred Thirty-Three Dollars ($11,939,733).

Section 13. There is hereby appropriated from the Open Space Fund the sum of Seventeen Million Four Hundred Thirty-Eight Thousand Eight Hundred Eighty-Four Dollars ($17,438,884).

Section 14. There is hereby appropriated from the Parking and Mobility Fund the sum of One Million Five Hundred Thirty-Six Thousand Nine Hundred Five Dollars ($1,536,905).

Section 15. There is hereby appropriated from the Parks Development Fund the sum of One Million One Hundred Nineteen Thousand Two Hundred Eighty Dollars ($1,119,280).

Section 16. There is hereby appropriated from the Recreation Fund the sum of Seventeen Million Forty Thousand Seventy-Six Dollars ($17,040,076).

Section 17. There is hereby appropriated from the Risk Management Fund the sum of Twenty Million Six Hundred Eight Thousand Nine Hundred Sixty-Two Dollars ($20,608,962).

Section 18. There is hereby appropriated from the Transportation Maintenance Fund the sum of Thirty-Three Million Eight Hundred Nineteen Thousand Nine Hundred Ninety-Two Dollars ($33,819,992).

Section 19. There is hereby appropriated from the Wastewater Fund the sum of One Hundred Fifty-Three Million One Hundred Thirty-Nine Thousand Three Hundred Sixty-Six Dollars ($153,139,366).

Section 20. There is hereby appropriated from the Water Fund the sum of Three Hundred Eighty-Five Million Six Hundred Forty-One Thousand Six Hundred Thirty-Two Dollars ($385,641,632).

Section 21. The total budget for the City for Fiscal Year 2026, shall be One Billion Three Hundred Forty-Three Million Four Hundred Ten Thousand Two Hundred Ninety-Seven Dollars ($1,343,410,297). Excluding fund transfers in the amount of Ninety-Six Million Three Hundred Fifty-Nine Thousand Eight Hundred Eighty-Five Dollars ($96,359,885), the net total appropriation of the City is One Billion Two Hundred Forty-Seven Million Fifty Thousand Four Hundred Twelve Dollars ($1,247,050,412).

Section 22. With regard to those funds identified in the City Manager's Proposed Budget that include amounts appropriated for non-departmental use, the City Manager is hereby authorized to transfer such amounts to the various departments within each of these funds as needed throughout Fiscal Year 2026 to carry out programs authorized in the City's budget.

Section 23. All ordinances or part thereof in conflict with this ordinance are hereby repealed.

Section 24. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2026 Tax Levy Ordinance
Item Initiator: Jackie Ehmann, Budget Program Manager, Finance
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Sr. 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: n/a

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): 11/3/2024

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)

2025-97 AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, AND AUTHORIZING A TEMPORARY PROPERTY TAX CREDIT FOR 2026
Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

This is the annual property tax mill levy ordinance. Background related to this item was discussed at the City Manager's Budget Presentation on September 16, 2025 and the October 4, 2025 Budget Workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses and Liabilities for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026; For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026.

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

The proposed general purpose mill levy for 2026 will be 8.605 mills, but is expected to be reduced due to the 2025 Property Tax revenue being over the TABOR limit. The revenue raised from the property tax shall be used to defray the general expenses of City government for the fiscal year commencing January 1, 2026 and ending December 31, 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.)

This ordinance will provide an estimated $59,855,945 to cover the 2026 general operating expenses and is necessary to balance the 2026 budget.

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 establish the tax levy in accordance with the attached ordinance for the tax collection year beginning January 1, 2026 and ending December 31, 2026?

LEGAL COMMENTS

Article 11-8 of the City Charter requires City Council to fix the amount of the tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the city and to cause the same to be certified to the counties as required by law. Section 39-5-128 (1) C.R.S., requires that the tax levy be certified to the counties by December 15, 2025. Also, the Colorado Constitution, Article X, Section 20(7)(d), requires the City to refund any such excess property tax revenues in the next ensuing fiscal year. The refund could take the form of a temporary tax credit. (Hernandez).

ORDINANCE NO. 2025-____

A BILL

FOR AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, AND AUTHORIZING A TEMPORARY PROPERTY TAX CREDIT FOR 2026

WHEREAS, Section 11-8 of the City Charter of the City of Aurora, Colorado (the "City"), provides that not later than such date as may be required by State law, the City Council shall fix the amount of tax levy which shall be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City, and shall cause the same to be certified to the counties; and

WHEREAS, Section 11-27(c) of the City Charter provides that the City is authorized to collect, retain, and expend property tax revenues in an amount equal to the property tax revenue received by the City in the 2000 fiscal year, with increases in future fiscal years at a rate equal to inflation plus annual local growth; and

WHEREAS, Section 39-5-128(1), C.R.S., requires the tax levy to be certified to the counties no later than December 15, 2025; and

WHEREAS, the City Council wishes to establish the annual tax levy on all taxable property within the City, for collection in the year beginning January 1, 2026, and ending December 31, 2026 ("Tax Collection Year 2026"); and

WHEREAS, Article X, Section 20(7)(c) of the Colorado Constitution provides that the maximum annual percentage change in the City's property tax revenue shall equal inflation in the prior calendar year plus annual local growth; and

WHEREAS, the City's 2025 property tax revenue has exceeded this limit; and

WHEREAS, Article X, Section 20(7)(d) of the Colorado Constitution requires the City to refund such excess property tax revenue in the next fiscal year; and

WHEREAS, for purposes of making this refund, the City Council wishes to authorize a temporary property tax credit in 2026.

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

Section 1. There is hereby levied upon all taxable property within the corporate limits of the City, for collection in Tax Collection Year 2026, a tax of 8.605 mills on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2025. The revenue raised from this tax, together with other revenues of the City, shall be used to defray the

general expenses of City government and to discharge certain indebtedness of the City and the interest thereon for the fiscal year commencing January 1, 2026 and ending December 31, 2026 ("Fiscal Year 2026").

Section 2. That, pursuant to the authority granted by Section 39-1-111.5(2), C.R.S., there is hereby authorized for the benefit of all taxable property within the corporate limits of the City, for 2025, a temporary property tax credit on each dollar of the total assessed valuation of such property as certified to the City on December 10th of this year, at a rate sufficient to discharge the City's obligation to refund excess property tax revenue collected in 2025. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10th certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the counties of Adams, Arapahoe, and Douglas, State of Colorado, on or before December 15, 2025.

Section 4. All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

Section 5. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Increase the E-911 Surcharge Imposed on Phone Service (Ordinance)
Item Initiator: Scott Newman, Chief Information Officer, Information Techonolgy / Tina Buneta, Director of Emergency Communications, Aurora 911
Staff Source/Legal Source: Scott Newman, Chief Information Officer, Information Technology / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): 11/3/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Scott Newman, Chief Information Officer, Information Technology / 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.)*

The current E911 Surcharge rate was last adjusted under ordinance 2024-09, with an effective date of 04/08/2024.

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

Under C.R.S. 29-11-102, 911 surcharges are imposed upon each landline and cellular line monthly. These funds are remitted to the respective 911 governing body for their service area. Allowable use of these funds includes the costs for any personnel, equipment, installation, and other directly related costs required for the receipt and processing of emergency calls for service.

As defined by Colorado law, on an annual basis, the Public Utilities Commission (PUC) establishes the upper rate limit that may be imposed by any E-911 Authority for each landline and/or cellular line in their respective service area **without** prior PUC approval. These rate changes are adjusted annually based on Consumer Price Index (CPI) and can only take effect twice per year – February 1st and June 1st of each year. In 2024 the upper limit was set to $2.05, and in 2025 the upper limit was set to $2.12. In September of 2025, under decision number C25-0563, the PUC established the upper threshold for 2026 at a rate of $2.17 per line, per month.

On April 8th, 2024, the City Council of Aurora approved ordinance 2024-09, which adjusted the 911 surcharge rate to $1.79 per line, per month, with an effective date of June 1st, 2024. This rate was the average statewide surcharge rate in effect as of June 2023.

Under this proposed ordinance, the City will adjust the surcharge rate to the maximum allowed rate of $2.17 in 2026. Additionally, under this ordinance, the City Manager will receive authority to annually adjust the surcharge rate within the confines established by the PUC without additional approval by the City Council of Aurora.

This increase in the 911 surcharge is projected to result in a net increase of $2 million in revenue for 2026. These additional funds are required to maintain and improve the critical services provided to the community. These include:

- Further coverage of costs for the professional staff at the 911 center. Historically these costs have been split between the E911 fund and the General Fund, with the General Fund providing a large proportion of the funds. This increase in the surcharge is anticipated to allow the E911 Fund to absorb additional personnel costs in 2026 with cost savings to the General Fund, and may support additional offsets to the General Fund in subsequent years.
- Maintaining the technology required for E911 service delivery in the City. Technology contracts have continued to increase in costs year over year, and the requirement to maintain existing services further depletes the available funds in the E911 Fund each year.
- Improving the technology required for E911 service delivery in the City. With the introduction of Next Generation 911 as an industry standard, there are numerous capabilities being introduced to further improve the response and outcome for those requesting emergency assistance. These include the ability to receive and interact with real-time text messages, pictures, videos, and even multi-party video conferencing to gain a better understanding of the situation as it unfolds. These capabilities require new technology to fully incorporate into the City's service delivery model.
- More specifically, leveraging AI-assistive technology to bridge language gaps with our diverse community. It provides an avenue to automate processes for lower acuity needs and fulfill them immediately without long hold times in a non-emergency line queue.
- Ongoing training regarding existing standards and new technologies. The existing capabilities require ongoing recertification to ensure the City is performing to industry standards. The new technologies introduced will require further training to successfully deploy for the betterment of the community. Additionally, AI assistive technology enhances the ability of Aurora911 to provide scenario-

based training to professionals, exposing new professionals to a variety of challenging circumstances in a controlled environment, developing the highest levels of skill and confidence prior to handling live calls.

As of June 2025, the average statewide surcharge imposed by 911 authorities is $2.07. This rate is 28 cents more per line per month than currently charged by Aurora, or 13.5% higher than the rate charged by Aurora. Increasing our surcharge will bring us in line with many of the 911 authorities across the state, and support the staffing, training and technology objectives outlined above.

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.)

Staff is recommending the E-911 surcharge be increased to $2.17 effective February 1st, 2026 for a projected increase of $2 million in revenue over the current year revenues.

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.)

As noted above, increased funding will help maintain and offset existing and planned expenditures.

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 the increase of the E911 fee as presented in the attached ordinance?

LEGAL COMMENTS

Section 29-11-102 et. seq. C.R.S. and the Colorado Public Utilities Commission decision No. C25-0563 authorizes the city to impose a E-911 surcharge not to exceed $2.17 per line to recover the cost and the ongoing maintenance of equipment, software and other necessities dedicated to the city's emergency systems. The amount established in this ordinance is within the threshold authorized. This is a legislative enactment that amends the code, and it shall be taken in the form of an ordinance. (Hernandez).

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA AMENDING SECTION 58-1 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO AN INCREASE OF THE E-911 SURCHARGE AND ADDING SECTION 58-2 TO THE CITY CODE OF THE CITY OF AURORA RELATED TO THE CITY MANAGER'S AUTHORITY TO ADJUST FEES

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over local matters; and

WHEREAS, the demand and the cost for Enhanced 911 ("E-911") services have grown, and the City needs to increase the surcharge imposed for this service to maintain and update the required and appropriate personnel, technology and/or any other resources necessary to sustain appropriate levels of service delivery and quality for E-911 calls, chiefly the receipt of said calls and the dispatch of emergency service providers; and

WHEREAS, Section 29-11-102 (2)(b) C.R.S. requires that any E-911 surcharge amount imposed by the City shall not exceed the threshold imposed and published by the Public Utilities Commission of the State of Colorado (the "PUC") unless specifically authorized by the PUC; and

WHEREAS, the PUC has authorized local jurisdictions in its decision No. C25-0563 a threshold increase for the E-911 surcharge fee not to exceed $2.17 beginning on January 1, 2026, and based on this authorization, and the demand for E-911 services in the City, the requirements for 911 personnel, technology, and/or resources required to serve the community, there is a need to raise the monthly emergency telephone surcharge to $2.17; and

WHEREAS, pursuant to Section 29-11-102 (b) C.R.S., the City must notify every service supplier at least sixty (60) days in advance of an increase before such new rate increase shall become effective; and

WHEREAS, the revenue from the surcharge increase will help meet current and future needs for emergency services and as such the City Council of the City of Aurora hereby finds that an increase in the E-911 surcharge is necessary and proper.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. That subsection (a) of Section 58-1 of the City Code of the City of Aurora, Colorado, is hereby amended and shall read as follows:

Sec. 58-1. Surcharge for operation and maintenance of emergency telephone system.

(a) There is imposed a monthly emergency telephone surcharge of ~~$1.79~~ **$2.17** per exchange access facility or wireless communications access on telephone service and telecommunications service via wireless carrier within the city. Any person who supplies telephone service or telecommunications service via any technologically standardized emergency delivery service adopted by the city, and within the city, shall collect the surcharge and submit the surcharge to the city as provided for by Sections 29-11-102, 29-11-103 C.R.S., and the Colorado Public Utilities Commission regulations, as amended.

Section 2. Section 58-2 of the City Code of the City of Aurora is hereby added, and shall read as follows:

Section 58-2. City Manager Authority to adjust fees.

Beginning on January 1, 2026, and thereafter, the City Council hereby authorizes the City Manager, or designee, to administratively adjust the E-911 surcharge rate in an amount not to exceed the annual threshold established and published by the Colorado Public Utilities Commission pursuant to Section 29-11-102(2)(b) C.R.S., as amended, without further City Council action.

Any such adjustment shall be effective on the dates approved under Section 29-11-102(2)(b) C.R.S., as amended, provided that the City Manager, or designee, provides the required notice to service suppliers at least sixty (60) days in advance, as required by law. Any increase in the E-911 fee approved by the City Manager shall be published in the city's fee book and be open for inspection by the public.

Section 3. Notwithstanding any provision of the City Charter or the City Code of the City of Aurora, the new rate shall become effective on January 1, 2026, as required by Section 29-11-102(b) of the Colorado Revised Statutes.

Section 4. The City Council hereby authorizes the City Manager or designee to provide notice to the telephone service providers as required and in compliance with Section 29-11-102(b) of the Colorado Revised Statutes.

Section 5. That all ordinances or parts of ordinances of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 6. That, pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2026 Proposed Rates and Fees (Ordinance)
Item Initiator: Elizabeth Gillitzer-Gallardo, Manager of Water Pricing and Revenue, Aurora Water
Staff Source/Legal Source: Cat Olukotun, Deputy Director of Business Services, Aurora Water/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 10/20/2025

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)

Cat Olukotun, Deputy Director of Business Services, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 8/20/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

Aurora Water continually monitors and evaluates the City of Aurora's fees and rates for adequacy to fund capital and operating needs in the water, sanitary sewer, and storm drainage system and is presented on an annual basis.

On August 20, 2025, the Water Policy Committee supported moving an Ordinance amending certain sections of Chapter 138 of the City Code relating to rates and connection fees for the provision of water, sanitary sewer and wastewater services forward to the September 8, 2025 Study Session.

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

Aurora Water's Financial Administration Division continually monitors and evaluates the City of Aurora's fees and rates for adequacy to fund capital and operating needs in the water, sanitary sewer, and storm drainage system. This memo summarizes the proposed changes to rates in each utility for the 2026 budget.

Summary

The proposed 2026 budget includes an increase in rates based on the most current financial plan, which incorporates the needs of the utility. Aurora Water understands the significant impacts rate increases have on our customers, and therefore, the policy of the utility is, whenever possible, to have small incremental rate increases instead of infrequent large rate increases. The proposed rate changes for 2026 are detailed below:

Utility	Revenue Increase
Water	5.4%
Sewer	8.0%
Stormwater	5.0%

Revenue and Rate Increases

Water

Aurora Water's need for operations and maintenance of the system require an average 5.4% increase in water revenues in the 2026 budget. The increase by customer class will vary, with single family residential increasing by 5.3%, multi-family by 4.0%, irrigation accounts by 6.0%, commercial accounts by 5.5%, hydrant accounts by 9.0% and no increase in fire protection. This increase in revenue is needed to continue meeting our capital, operations, and maintenance obligations as well as funding our current Capital Improvement Plan (CIP).

Sewer

Aurora Water's sewer rates are adjusted based on the cost for sewer infrastructure maintenance and operations, along with the costs passed through from Metro Water Recovery for the treatment process. Currently, Metro Water Recovery projects an 8.0% increase for 2026, followed by a 7.0% rate increase in 2027, and beyond. Aurora Water's sewer rate accounts for Metro Water Recovery's rate increase along with the utility's operation and maintenance costs.

Stormwater

Aurora Water is proposing a rate increase in 2026 for stormwater of 5.0% to meet stormwater operation and maintenance costs.

Residential Rate Structure

In 2021 Aurora Water adjusted the residential class water rate structure. Staff developed a multi-year plan that would keep rates at the existing levels for several years for customers with usage of 5,000 gallons and below by changing the "tiers" and implementing the increases to usage above 5,000 gallons. This plan aimed to provide a strong conservation message, while also continuing to provide affordability to low users.

The current residential rate structure plan is based on assumptions and projected needed increases developed through Aurora Water's financial plan. Changes in some of the underlying assumptions (usage patterns, droughts, growth) as well as changes in the financial plan will impact the plan. Aurora Water will continue to review the financial plan and assumptions annually.

Aurora Water's proposed 2026 residential rate increase is the fifth adjustment in the phased-in plan. The rate is designed to recover the revenue needed and will be the first year to increase the tier 1 rate since 2021.

Tier	Existing	Proposed	Difference
Tier 1 / 0-5 Kgal	$5.63	$5.80	$0.17
Tier 2 / 6-10 Kgal	$6.98	$7.30	$0.32
Tier 3 / 11-19 Kgal	$9.20	$10.42	$1.22
Tier 4 / 20Kgals+	$14.40	$14.60	$0.20

The proposed rate also includes a 5.0% increase in the monthly service charge. Even with these changes, Aurora Water's utility rates continue to be very affordable when compared to other utilities in the front range.

Connection Fees

Aurora Water's connection fees are a one-time payment to connect to Aurora's water system and reimburse the city for the cost of acquiring and developing water supplies, constructing and extending infrastructure to support new development. Aurora Water reviews connection fees annually to update capital projects and cost to help minimize potential increases. The proposed connection fee changes for 2026 are detailed below:

Utility	Fee Increase
Water	5.0%
Sewer	20.0%
Stormwater	5.0%

Water Connection Fee

Aurora Water is proposing a 5.0% increase in all water connection fees except multifamily. In 2026, multifamily connection fees will not see an increase and will remain the same as the current 2025 fees. Aurora Water also updated the water connection fees based on updated costs and projections, with a major increase for water rights purchase costs and the inclusion of other costs associated with water connection fees. Capital costs have increased due to material costs rising and Aurora Water has larger projects that are included in the capital plan. A few larger projects included are Rampart Delivery Expansion and Wild Horse Reservoir design and construction.

Sewer Connection Fee

Aurora Water updated the sanitary sewer connection fees and the sewer interceptor development fees based on the updated development related sewer collection projects and used the sanitary sewer fixed asset values as of December 31, 2022, and the updated sewer Capital Improvement Project (CIP) projection for the period 2023-2041. This study resulted in an increase of 60% of the 2023 sewer connection fees. The 60% increase was approved to be phased in over a 3-year period (20% annually) from 2024 to 2026 to allow the development community to adjust to the changes. The charges assessed under the previous schedule did not adequately cover the City's costs for sewer infrastructure and future growth.

Stormwater Connection Fee

Aurora Water is proposing a fee increase in 2026 for stormwater of 5.0% to meet capital costs associated with maintaining system improvements and new development.

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.)

Based on water usage and size of connection

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 Ordinance amending certain sections of Chapter 138 of the City Code relating to rates and connection fees for the provision of water, sanitary sewer and wastewater services forward to the September 22, 2025 Council meeting?

LEGAL COMMENTS

City Charter Section 12-3 authorizes the City Council to establish, by ordinance, rates, rules, regulations, and extension policies, for services provided by city-owned utilities. (Best)

2026 Water and Wastewater Rate and Fee Adjustments

WPC August Meeting

Aurora Water Policies

- Aurora Water operates as an Enterprise Fund with infrastructure and services being supported through user fees (rates) and connection fees that are set on a “cost of service” basis.

The City will:

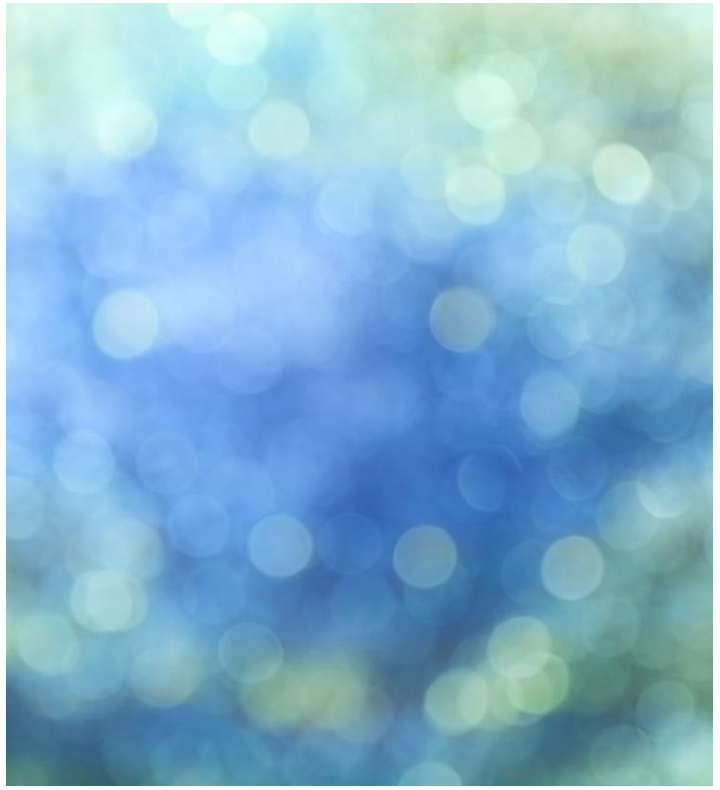
- Set rates to cover the costs of current operational needs annually.
- Set connection fees to cover the cost of growth-related projects.
- **Examine utility rates through the cost-of-service process routinely to avoid the rate shock that occurs when rates are evaluated less frequently**.

Where Does Water Revenue go?

Drinking Water: Rates and fees fund Aurora's drinking water treatment facilities.

Drinking Water Quality: Rates and fees support weekly, quarterly and annual water quality monitoring and reporting to ensure the city's potable water is safe to drink.

Water Infrastructure: Aurora's 5-year Water CIP is projected to cost approximately $1.4B.



Where does Sewer Revenue go?

SEWER INFRASTRUCTURE: MOST OF THE CITY'S SANITARY SEWER LINES ARE AGING. MAINTAINING AND REHABILITATING THESE LINES IS A KEY AREA OF FOCUS FOR THE UTILITY.

METRO WATER RECOVERY: WASTEWATER TREATMENT IS AN ESSENTIAL AND MANDATORY FUNCTION IN AURORA, NECESSARY FOR PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION. ANNUAL COST IS BETWEEN $35-40M.

GENERAL MAINTENANCE: AURORA WATER MAINTAINS WATER DISTRIBUTION, WASTEWATER COLLECTION, STORMWATER, FLOOD INFRASTRUCTURE AND PROVIDES WATER METER, UTILITY LOCATE AND PUBLIC SPACE RECLAMATION SERVICES.

Driving Costs

- **Capital projects and debt requires ongoing revenue adjustments**
- **General Inflation in capital projects and operating costs**
- **Metro's rate increases: 10.0% 2025; 8.0% 2026; 7.0% in years after**

- **Water Capital Projects (2026-2030)**
  - Total CIP $1.4B - $444M System Improvements - $1.0B Development
  - Rampart Delivery System Expansion $44M
  - Wild Horse Design & Construction
- **Sewer/Stormwater Capital Projects (2026-2030)**
  - Total CIP $232M - $147M System Improvements – $85M Development
  - SCADA– ($22M)
  - Westerly Creek – ($25M)

Proposed Rate and Fee Adjustments

Proposed Rate Adjustments

Utility	2025	2026	2027	2028	2029	2030
Water	5.0%	**5.4%**	Cost-of-Service Study			
Sewer	10.0%	**8.0%**				
Stormwater	3.5%	**5.0%**				

Proposed Fee Adjustments

Utility	2025	2026	2027	2028	2029	2030
Water	5.0%	**5.0%**	Cost-of-Service Study			
Sewer	20.0%	**20.0%**				
Stormwater	5.0%	**5.0%**				

Proposed Water Revenue Adjustment by Class (Millions)

REVENUES UNDER EXISTING RATES

Single Family Residential - $68.50M
Multi-Family 2+ Units - $29.76M
Irrigation - $21.87M
Commercial - $30.29M
Hydrant - $3.69 M

REVENUES UNDER PROPOSED RATES

Single Family Residential - $72.13M (5.3% Increase)
Multi-Family 2+ Units - $30.95M (4.0% Increase)
Irrigation - $23.18M (6.0% Increase)
Commercial - $31.96M (5.5% Increase)
Hydrant - $4.02M (9.0% Increase)

Proposed 2026 Rates

Monthly Service Charges – Res, COM, MF, IRR (5.0%) Increase

Meter	Residential, Commercial, Multi-Family Class			Irrigation Customers		
	Existing	Proposed	Difference	Existing	Proposed	Difference
5/8" & 3/4"	$14.94	$15.69	$0.75	$13.98	$14.68	$0.70
1"	$23.46	$24.63	$1.17	$21.05	$22.10	$1.05
1 1/2"	$37.66	$39.54	$1.88	$32.84	$34.48	$1.64
2"	$54.70	$57.44	$2.74	$46.99	$49.34	$2.35
3"	$100.14	$105.15	$5.01	$84.72	$88.96	$4.24
4"	$151.27	$158.83	$7.56	$127.17	$133.53	$6.36
6"	$293.27	$307.93	$14.66	$245.08	$257.33	$12.25
8"	$557.58	$585.46	$27.88	$386.58	$405.91	$19.33

AURORA WATER

Proposed 2026 Rates

Volumetric Rates – COM (5.5%), MF (4.0%), IRR(6.0%) Increase

Block 1 Volumetric Rate

Class	Existing Rate	2026 Proposed	Difference	% Difference
Multi-Family 2+ Units	$6.22	$6.47	$0.25	4.0%
Irrigation	$8.98	$9.52	$0.54	6.0%
Commercial	$6.74	$7.08	$0.34	5.5%

Block 2 Volumetric Rate

Class	Existing Rate	2026 Proposed	Difference	% Difference
Multi-Family 2+ Units	$11.58	$12.04	$0.46	4.0%
Irrigation	$14.11	$14.96	$0.85	6.0%
Commercial	$11.93	$12.59	$0.66	5.5%

2026 Proposed Residential Water Rates

Volumetric Rates – Residential (5.3%) Increase

Tier	Existing	Proposed	Difference
Tier 1 / 0-5 Kgal	$5.63	$5.80	$0.17
Tier 2 / 6-10 Kgal	$6.98	$7.30	$0.32
Tier 3 / 11-19 Kgal	$9.20	$10.42	$1.22
Tier 4 / 20Kgals+	$14.40	$14.60	$0.20

- **Consistent with the multi-year phase-in plan**
- **Promotes affordability for low users**

AURORA WATER

Proposed 2026 Rates Continued

Fire Protection (0%)	Hydrant Meter (9.0%)				
	Existing		Existing	Proposed	Difference
2"	$2.79	¾"	$22.50	$24.57	$2.07
3"	$6.11	3"	$124.86	$136.36	$11.50
4"	$11.00				
6"	$24.44				
8"	$41.89				
10"	$66.33				
12"	$87.27				
Rate Per 1,000 Gallons			$15.10	$18.77	$3.67

Proposed 2026 Sewer (8%) and Storm Rates (5%)

Meter	Residential, Commercial, Multi-Family Class		
	Existing	Proposed	Difference
5/8"&3/4"	$5.51	$5.95	$0.44
1"	$13.77	$14.87	$1.10
11/2"	$27.53	$29.73	$2.20
2"	$44.06	$47.58	$3.52
3"	$96.37	$104.08	$7.71
4"	$275.36	$297.39	$22.03
6"	$550.72	$594.78	$44.06
Volumetric Rate Per 1,000gallons*	$5.06	$5.46	$0.40
Storm Water	**Existing**	**Proposed**	**Difference**
First unit	$11.60	$12.18	$0.58
Additional unit	$9.14	$9.60	$0.46

*Sewer Usage is determined by Winter Quarter Average
*Residential WQA was decreased from 5kgals

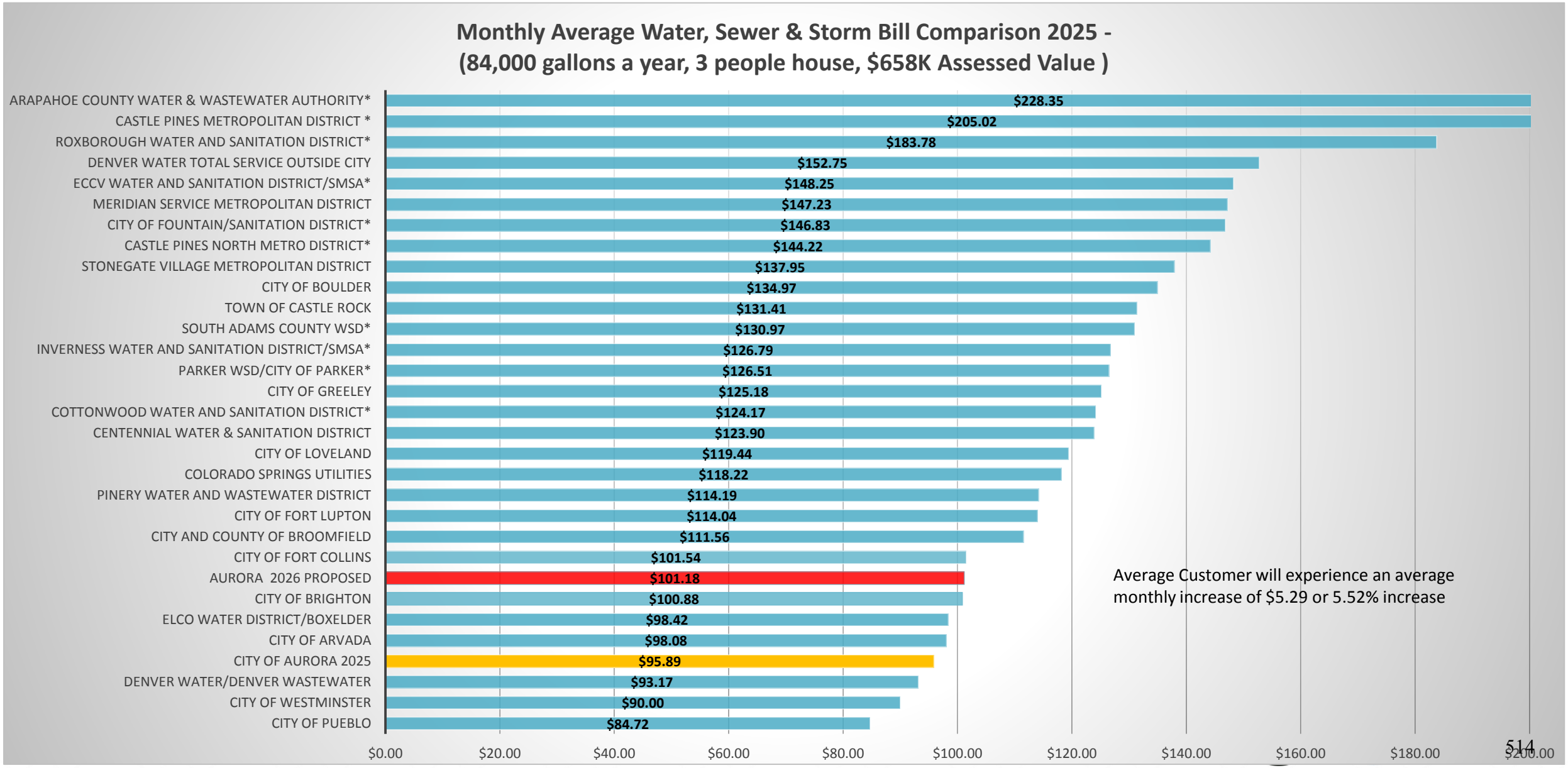
Average Residential Customer with 4 Kgal WQA will see an increase of $2.62 for sewer and stormwater service

Residential Monthly Bill (Water Only) Impact

Tier	Usage	Existing Bill	Proposed Bill	Difference
Winter Usage	4,000	$37.46	$38.89	$1.43
Average Usage	7,000	$57.05	$59.29	$2.24
Average Summer Usage	13,000	$105.59	$112.45	$6.86
High Usage	25,000	$247.19	$262.57	$15.38

*This includes fixed service charges and volumetric charges

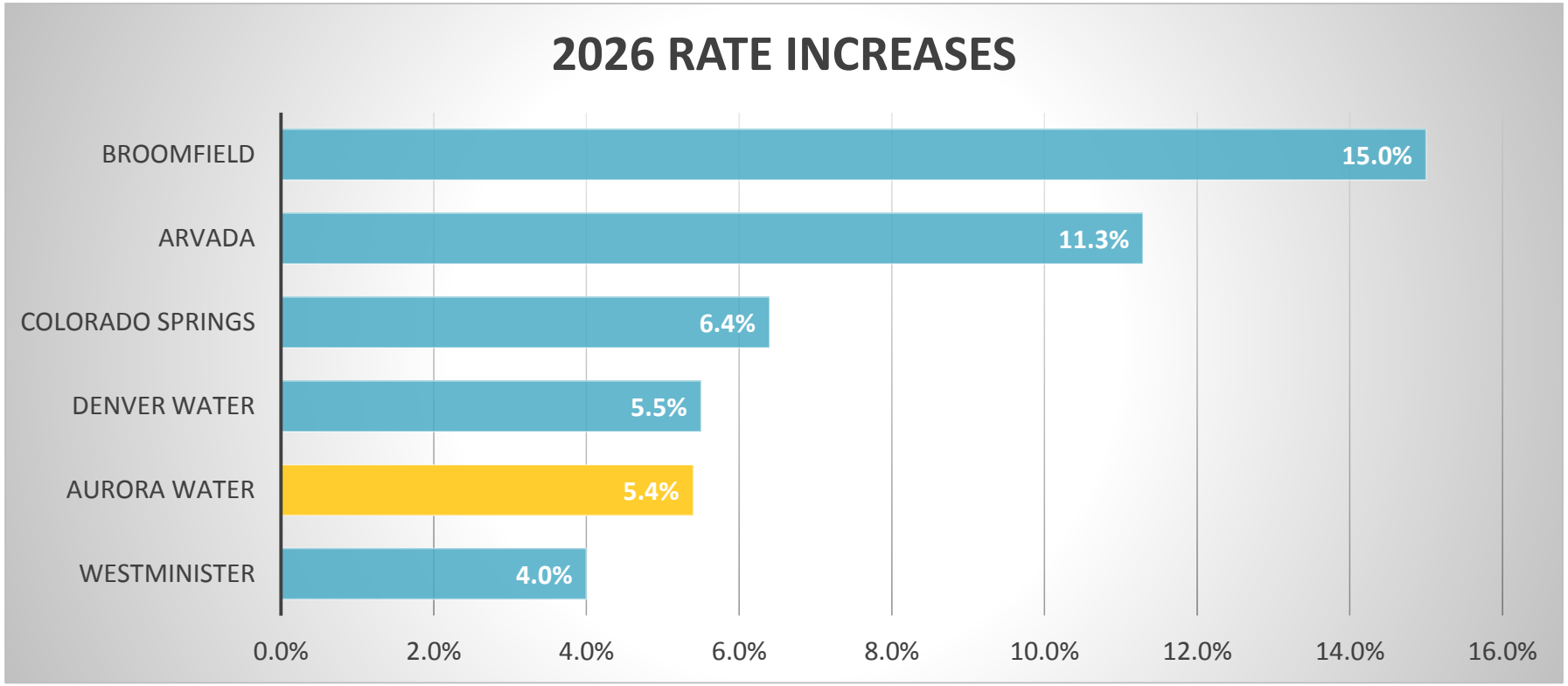
Utility Comparison



Average Customer will experience an average monthly increase of $5.29 or 5.52% increase

*Title reference Aurora Water Usage Data, Census, and Arapahoe County Assessor

Peer Utility 2026 Rates Increases



Connection Fees

What Are Connection Fees? (AKA Development Fees)

One-Time Charge

The fee is paid only once as a condition of connecting to the utility system.

New Connections

Paid at the time of issuing a building permit for construction of a new structure.

Pays for Infrastructure

The funds offset capital project costs and retire debt Aurora has borrowed to expand the system.

Intergenerational Equity

The fees provide Aurora's ratepayers reimbursement for fronting the capital to construct the utility system with enough capacity to serve future customers.

Major Components of Water Connection Fee

Water Resource Fee

Specifically designed to defray the marginal cost of acquiring new water supplies to serve the new connections.

Source of Supply Conveyance & Storage

Recovers the costs relative to Aurora's vast raw water conveyance system and reservoir storage, including Prairie Waters.

Treatment & Transmission

Recovers the costs related to everything within the potable treatment and distribution network owned by Aurora Water.

Transmission Development Fee

Recovers the costs related to upsizing projects and is used to reimbursed developers for the upsize cost

Roughly 80% of the water connection fee is comprised of water resource costs and source of supply costs.

Existing Water Connection Fees

Single Family Residential

Indoor Use		
Number of Bathrooms	**2025 Fee**	**Outdoor Use (per sq ft of lot size)**
1-2	$8,520	$2.036 (pre-2023 ordinance) $1.442 (post-2023 ordinance)
3-4	$13,766	
5+	$23,856	
Single Family Attached Fee Simple Lots (per unit)	$13,631	

Multi-family Residential (Indoor Use Fee per Unit)

2025 Fee
$12,341

Commercial

Meter Size (Inches)	2025 Fee
~~5/8 & 3/4~~	~~$28,063~~
~~1~~	~~$50,234~~

-Based on $88.55 gpd recoverable fee and $124.26 non-recoverable use fee
-All commercial meter size will be based on projected recoverable and non-recoverable volumes and subject to capital recovery fee

Irrigation (per square foot of landscaped area)

Landscape type	2025 Fee
Non-Water Conserving	$5.94
Water Conserving	$3.18

2026 Water Connection Fees- 5% Overall

Single Family Residential

Indoor Use		
Number of Bathrooms	**2026 Fee**	**Outdoor Use (per sq ft of lot size)**
1-2	$8,946	$2.137 (pre-2023 ordinance) $1.513 (post-2023 ordinance)
3-4	$14,454	
5+	$25,049	
Single Family Attached Fee Simple Lots (per unit)	$14,313	

Multi-family Residential (Indoor Use Fee per Unit)- No Increase

2026 Fee
$12,341

Commercial

2026 Fee
-Based on $93.29 gpd recoverable fee and $130.47 non-recoverable use fee -All commercial meter size will be based on projected recoverable and non-recoverable volumes and subject to capital recovery fee

Irrigation (per square foot of landscaped area)

Landscape type	2026 Fee
Non-Water Conserving	$6.24
Water Conserving	$3.34

Sewer Phase In Connection Fees

Meter Size	Sewer Connection Fee	Interceptor Development Fee	Total Fee
5/8"	$5,700	$500	$6,200
3/4"	11,400	1,000	$12,400
1"	27,360	2,400	$29,760
1 1/2"	62,700	5,500	$68,200
2"	114,000	10,000	$124,000
3"	245,100	21,500	$266,600
4"	490,200	43,000	$533,200

*2026 final year for the 20% increase after 3-year phase in
*Currently working on COS for 2027 fees

Sewer Connection Fee Proposed Schedule

Metric	2023 Fee	2024 Fee (20%)	2025 Proposed Fee (20%)	2026 Proposed Fee (20%)
Single Family Detached	$3,710	$4,452	$5,342	**$6,411**
Single Family Attached	$2,041	$2,449	$2,939	**$3,527**
Multi-Family	$1,892	$2,270	$2,724	**$3,269**
3/4"	$7,420	$8,904	$10,685	**$12,822**
1"	$17,808	$21,370	$25,644	**$30,772**
1 1/2"	$40,810	$48,972	$58,766	**$70,520**
2"	$74,200	$89,040	$106,848	**$128,218**
3"	$159,530	$191,436	$229,723	**$275,668**
4"	$319,060	$382,872	$459,446	**$551,336**

*Metro connection fees are collected and past through to Metro by Aurora Water

Storm Connection Fees (5%)

	Stormwater (5%) Increase		
	Existing	**Proposed**	**Difference**
Residential Attached and Detached (per impervious area)	$0.050 per sq ft of lot size	$0.053 per sq ft of lot size	$0.003
Commercial & Multifamily (per impervious area)	$0.15 per sq ft of lot size	$0.16 per sq ft of lot size	$0.01
Storm Drainage Development Fee (upon platting)	$1,242 per acre	$1,304 per acre	$62.00

Next Steps

- Comprehensive Cost-of-Service study in progress for 2027
- $85M Wastewater fund debt issuance complete late summer 2025
- Wastewater fund debt issuance in 2026 and/or 2027

QUESTIONS?

ORDINANCE NO. 2025 - ___

A BILL

FOR AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO RATES AND CONNECTION FEES FOR THE PROVISION OF WATER, SANITARY SEWER AND WASTEWATER SERVICES

WHEREAS the long-term financial planning model that includes capital and operational water needs and the 2026 budget for the City of Aurora's Utility Enterprise ("Aurora Water") has been recently updated; and

WHEREAS, this capital and operational analysis takes into consideration Aurora Water's expected growth and maintenance costs associated with current water, sewer and storm drainage infrastructure; and

WHEREAS, the recommended rate and fee changes correspond with proposed increases to sewer and water connection fees in the 2026 budget; and

WHEREAS, the recommended rate increases of five and four tenths' percent (5.4%) for water, eight percent (8%) for sanitary sewer, and five percent (5%) for stormwater are necessary to ensure Aurora Water's revenues are sufficient to meet its capital and operational needs; and

WHEREAS, Aurora Water continually monitors its service connection fees to ensure the ability to provide services for current and future customers and seeks to equitably allocate costs to all customers and encourage City-wide conservation; and

WHEREAS, Aurora Water's residential rate structure has the goal of encouraging conservation efforts by higher volume customers while maintaining affordability for lower volume water customers; and

WHEREAS, Aurora Water has updated its methodology for construction water billing and a provision allowing for estimated billing when a meter relied upon to provide any services contemplated in Chapter 138 malfunctions; and

WHEREAS, the adjustments to Aurora Water's rates and fees are necessary to ensure the health, safety and welfare of the residents of the City of Aurora.

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

Section 1. That the City Code of the City of Aurora, Colorado is hereby amended by adding a section, to be numbered, 138-162 which reads as follows:

Sec. 138-162. – Meter Malfunction; Billing.

(a) ***Meter Malfunction; Billing.*** **When a meter used to provide any service to any customer under this Chapter 138 does not register or otherwise malfunctions Aurora Water may estimate, utilizing the methodology for such service provided in this Chapter 138, a charge for such service based on amounts metered to the customer over similar periods in previous years.**

(b) Any estimated bill provided to a customer must include a distinct marking that it is an estimated bill.

Section 2. That section 138-221 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-221. - Service connection fee.

(a) *Service connection fees.* A service fee shall be charged for each connection to the water system. The connection fee calculation includes the water transmission development fee and all other costs associated with connection to the water system. The service connection fee shall equal the average daily recoverable usage (gallons per day) multiplied by $~~88.85~~**93.29** plus non-recoverable usage (gallons per day) multiplied by $~~124.26~~**130.47.** New connections platted before January 1, 2017, may be subject to a credit for the water transmission fee paid. The service connection fee for each customer class is listed below:

(1) *Single-family detached users.* The service connection fee for a single-family detached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:

a. *Indoor fee.* The portion of the fee attributable to indoor use shall be based upon number of bathrooms in the dwelling unit at time the certificate of occupancy for such unit is issued:

Table A. Indoor Fee

Number of Bathrooms	Indoor Use (measured in gallons per day)	Fee
1—2	95.89	~~$8,520~~ **$8,946**
3—4	154.93	~~$13,766~~ **$14,454**
5—6	268.49	~~$23,856~~ **$25,049**

b. *Outdoor fee.* The portion of the fee attributable to outdoor use shall be based upon the total square footage of the lot or parcel as described in the subdivision plat and shall be determined in accordance with the following calculation**s**:

Properties not subject to City Code Section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01638 gallons per square foot x $~~124.26~~**130.47**

Properties subject to City Code Section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01160 gallons per square foot x $~~124.26~~**130.47**

Lots larger than 32,670 square feet may apply for an adjusted lot size calculation based on the non-native areas. The General Manager may approve the adjusted square footage based upon the non-native area in the landscaping plan for the property. The adjusted square footage for purposes of calculating the outdoor fee shall be 32,670 square feet, plus any additional square footage for any non-native area.

The property shall have an annual allocation in gallons that equals:

For properties not subject to City Code Section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01638 x 365))

For properties subject to City Code Section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01160 x 365))

The property owner must agree to the annual allocation pursuant to an allocation agreement that will be recorded on the property. The property owner and each successive owner may apply annually between September 1 and November 30 to the General Manager for an increase to the allocation. Any changes to the allocation shall require an additional payment of the then current outdoor fee based on the increased square footage for the non-native area.

For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed as specified in Subsection (a)(6) of this section.

(2) *Single-family attached users.* The service connection fee for a single-family attached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:

a. *Indoor fee.* The portion of the fee attributable to indoor use shall be $~~13,631~~**14,313** per unit.

b. *Outdoor fee.* Users with common areas not served by a separate irrigation shall be charged an outdoor fee based upon the total square footage of the lot or parcel as

described in the subdivision plat and shall be determined in accordance with the following calculation:

For developments not applying City Code Section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01638 gallons per square foot x $~~124.26~~**130.47**

For developments applying City Code Section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01160 gallons per square foot x $~~124.26~~**130.47**

(3) *Multi-family users.* The service connection fee for a multi-family user shall be $12,341 per unit**.** For any outdoor usage, multi-family users must utilize a separate irrigation meter and pay the connection fee set forth in this Subsection (a)(3). A multi-family property owner must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See Subsection (a)(7) of this Section for capital recovery fees.

(4) *Commercial users.*

a). *Indoor Use.* The service connection fee for a commercial indoor user shall be set at a minimum annual allocation based on Table B and determined in accordance with the following calculation:

Verified average daily recoverable demand of the commercial user (measured in gallons per day) x $~~88.85~~**93.29** + verified average daily non-recoverable demand use (measured in gallons per day) x $~~124.26~~**130.47.**

For purposes of this section, verified average daily demand shall be determined by the General Manager and shall be based on the number of fixtures and the characteristics of the commercial development.

Table B. Service Connection Size Minimum Annual Allocation

Service Connection Size (Inches)	Annual Allocation
¾ (minimum connection size)	349 gpd
1	625 gpd
1.5	1400 gpd
2 and greater	2400 gpd

A commercial property owner must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as

notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See Subsection (a)(7) of this Section for capital recovery fees.

b. Outdoor use. Commercial users with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based upon the total landscaped area in accordance with the irrigation users' connection fee described in this subsection (a)(4).

(5) *Irrigation users.* The service connection fee for an irrigation user shall be as follows:

a. For non-water-conserving landscaped common areas:

Connection Fee = $~~5.80~~**6.09** per square foot of landscaped area.
Transmission Development Fee = $~~0.14~~**0.15** per square foot of landscaped area.
Irrigation Combined fee= $~~5.94~~**6.24** per square foot of landscaped area.

b. For water-conserving landscaped common areas:

Connection Fee = $~~3.10~~**3.26** per square foot of landscaped area.
Transmission Development Fee = $0.08 per square foot of landscaped area.
Irrigation Combined fee = $~~3.18~~**3.34** per square foot of landscaped area.

For purposes of this section, whether the landscaping proposed to be installed by the irrigation user qualifies as water-conserving landscaping shall be determined at the sole discretion of the General Manager in accordance with all applicable provisions of this Chapter 138 and Chapter 146 (Unified Development Ordinance) of the City Code.

c. A property owner requiring an irrigation meter must agree to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the irrigation allowance. For any year in which the water usage us more than the annual allocation, a capital recovery fee will be assessed. See Subsection (a)(7) of this Section for capital recovery fees.

d. Irrigation users with landscaped area that has been approved as a Z zone by the General Manager can apply for an adjusted size calculation for the designated Z zone irrigation area.

The allocation agreement for an irrigation user with an approved Z zone will have an adjusted annual allocation that only allows for three years of irrigation for plant establishment in the Z zone.

(6) *Mixed-use users.* The service connection fee for mixed-use users shall be equal to the sum of the service connection fees attributable to each class of use identified in the service connection application. A mixed-use user property owner must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any

year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See Subsection (a)(7) of this Section for capital recovery fees.

(7) *Capital recovery fee.* A capital recovery fee will be assessed monthly for any month in which cumulative water usage exceeds the annual allocation.

Table C. Monthly Capital Recovery Fee

	Recovery Fee for Exceedance of Annual Allocation Occurring Jan 1—Jun 30	Recovery Fee for Exceedance of Annual Allocation Occurring Jul 1—Dec 31
Fee per 1,000 gallons	$~~20.16~~**21.17**	$~~10.08~~**10.58**

If a user exceeds the annual allocation prior to July 1, the recovery fee will be $~~20.16~~**21.17** per 1,000 gallons through December 31. If the user exceeds the annual allocation after July 1, the monthly recovery fee shall be $~~10.08~~**10.58** per 1,000 gallons through December 31. The assessed capital recovery fee will be in addition to Aurora Water regular water rates.

The property owner and each successive property owner may apply annually between September 1 and November 30 to the General Manager for an increase to the allocation. Any changes to the allocation shall require an additional payment to the fee based on the increased usage. The payment will be based on the then current fees.

There shall be no refund of the service connection fee under any circumstances.

(b) *Time of payment.*

(1) *Non-irrigation users.* Payment of the service connection fee for a residential, commercial, multifamily, or mixed-use user shall be paid in full prior to application for the building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made.

(2) *Irrigation users.* Payment of the service connection fee for an irrigation user shall be made prior to the issuance of a building permit for the lot or parcel connecting to the water system. An irrigation tap shall be used only for irrigation purposes.

Each irrigation user will be assigned a service address and billing account in the name of the property owner and manager if different from property owner. Any landscape plans submitted by the irrigation user must be approved by both Aurora Water and the planning department prior to the issuance of a building permit. All determinations as to the size and type of irrigation tap required shall be at the sole discretion of the General Manager, consistent with the provisions of this article. Any such determination involving area demarcations or calculations, or volumetric calculations, shall be made available to the user for inspection, upon request.

(3) *Prepayment.* The prepayment of service connection fees shall not be permitted under any circumstances.

(c) *Limitations.* A tap on the water system shall be used for the sole purpose of providing water service to the lot or parcel identified in the service connection application and for which a building permit is issued. If the building permit is canceled or expires at any time prior to the tapping of the water system, the applicant shall be required to submit a new service connection application and pay the service connection fee in effect at the time of such application; provided, however, that a credit for the service connection fees previously paid to the city will be applied toward the fee schedule in effect at the time a new building permit for such lot or parcel is issued.

(d) *Transfers.* Upon request of the applicant, and in the ~~city manager's~~ **General Manager's** sole discretion, the ~~city manager~~ **General Manager** may authorize the application of the service connection fee previously paid for one lot or parcel towards payment of the service connection fee for a substitute property, provided that the applicant is the owner of both lots or parcels or the owner of the lot or parcel for which the service connection fee was originally paid; and provided that the applicant submits to the city a request for the transfer and a written release of any claim to the fee. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the amount transferred and the fee in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved if the city manager determines that such transfer is consistent with the operational efficiency of the water system. This authorization does not grant authority to reduce, waive, defer, or assume service connection fees.

(e) *Definitions.* For the purposes of this Section, the following words and phrases shall have the meanings ascribed to them in this Subsection, except where the context clearly indicates a different meaning:

Allocation means the set amount of water usage allowance assigned to a specific property based on a calculated annual demand.

Capital recovery fee means a fee paid in addition to the regular water rates for any property granted a reduced connection fee and allocation when the water usage exceeds the agreed upon allocation.

City manager means the city manager of the City; the term "city manager" shall also include such person's designee.

Commercial user means any lot or parcel which contains a building or structure that does not fall within any of the single-family attached, single-family detached, multifamily, or irrigation users as defined in this subsection (e).

General Manager means the General Manager of Aurora Water or designee.

Irrigation user means any lot or parcel served by a tap on the water system used for the sole purpose of providing water to operate and maintain a permanent, underground, and automatically-controlled artificial watering system, which system is designed to transport and distribute water to plant materials on said lot or parcel. A single family attached, single family detached, commercial, or mixed-use user may also be an irrigation user for purposes of this section.

Master metered means any user where one meter serves two or more independent dwelling units.

Mixed-use user means any lot or parcel which contains a building that includes both residential and commercial uses and where customers receive master-metered water service. A mixed-use user will be considered a commercial user for purposes of calculating and billing rates and fees.

Multi-family user means any lot or parcel which contains a building with two or more separate independent dwelling units for permanent occupancy arranged in a stacked configuration where residential customers receive master-metered water service. The term "multi-family user" shall also include any master-metered manufactured housing.

Non-native area(s) means those areas identified as non-native in the landscaping plan for the property.

Non-Recoverable means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is not discharged to the sewer system and of which Aurora Water is not able to maintain dominion and control. Examples include but are not limited to irrigation use, cooling towers, and other uses not discharged to the sewer system.

Recoverable means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is discharged to the sewer system and of which Aurora Water is able to maintain dominion and control such that Aurora may use its reusable water to extinction.

Service connection means the connection of a service line to a city water main which, upon application to and approval by the General Manager and payment of the appropriate service connection fee, results in water service to the lot or parcel and for the particular user class identified in the application.

Service connection fee means a one-time charge assessed to an applicant to connect into the city's water system, including but not limited to transmission and distribution lines, treatment facilities, and source of supply, to permit water service to the lot or parcel and for the particular user class identified in the application.

Single-family attached user means any lot or parcel which contains two or more dwelling units attached as described in section 146-6.2 of this Code where each dwelling unit receives individually metered water service.

Single-family detached user means any lot or parcel which contains a single dwelling unit in a single building not attached to any other buildings other than those accessory to the dwelling where residential customers receive individually metered water service.

Tap means the physical connection of a service line to a city water main.

Tapping means the act of making a physical connection of a service line to a city water main.

Water system means the municipal water system presently owned and operated and maintained by the city acting by and through its utility enterprise, together with all equipment of and improvements to such water system.

Z zone means landscaped area that incorporates native plants that do not require supplemental watering once the plants are established. All plant material within these areas must be listed in the "no-water" plant list—Z-rated plants, as found in the landscape manual.

(f) Determination of user class. When there is a dispute about the classification of customers within one of the user classes, the decision of the General Manager shall be final and subject only to judicial review.

(g) *Meter required.* All single-family detached and attached users shall be individually metered. Unless otherwise authorized by the General Manager, each building occupied by any multi-family or commercial user shall be separately metered. The landscape area associated with a multi-family user and/or a single-family attached common area must be irrigated through an irrigation meter. Clubhouses, swimming pools, and recreation facilities of a single-family attached or detached user cannot be served by an irrigation meter. Appropriately sized taps will be required to serve these facilities.

(h) *Installation of meter.* The city shall, as part of its connection service, remuneration for which is to be considered part of the service connection fee, furnish and install the water meter. The applicant for the service connection shall, at his or her sole expense, make the tap, provide and backfill the trench, and provide and install the corporation stop, service line pipe, meter yoke where required, meter pit or vault, curb stop with box, pressure reducing valves where required, and backflow preventer where required, all in accordance with the specifications of the city.

(i) *Size of service connection.* All service connections larger than three-fourths-inch shall be of uniform size from the tap to the building or structure. The General Manager shall reserve the right to reevaluate the size of the service connection when any existing building, structure, or development with a tap is remodeled or the existing usage of such building, structure, or development is changed. The General Manager may require a larger service connection to any building, structure, or development if the water requirements when calculated by the fixture unit method, as specified in chapter 22, article X of this Code, cause the service line velocity to exceed ten feet per second.

(j) *Stub-out of service line.* If the applicant for a service connection desires to stub-out service line connections from the water main to the property line for the purpose of paving, a permit for stub-out shall be requested.

(k) *Backflow preventer required.* Wherever, in the opinion of the General Manager, a reduced pressure backflow preventer is required to eliminate contamination of the public water supply through a specific service connection, such backflow preventer of a type and design approved by the General Manager shall be furnished and installed by the applicant, at its expense, in accordance with the specifications of the city.

(l) *Banking of meters prohibited.* Each service line and meter shall supply a specific building. The banking of meters where a particular building or group of buildings may be supplied by two or more meters shall be prohibited, except in unusual circumstances where two meters may be allowed by the General Manager.

(m) *Building additions or improvements.* If a building or structure undergoes an addition or improvement in which the current meter size is incapable of servicing the resultant total demand per subsection (i) of this section, the applicant will have the option to either replace

the existing meter and service line with the appropriately sized meter and service line or install a separate meter and service line to directly service the addition. It is prohibited to interconnect any two or more meters in any situation.

(n) *Deferral of service connection fees.* The city council declares that assisting owners of residential properties within the city which are not connected to the water system with the financial burden of making such connections serves the public interest by encouraging the use of a safe and reliable source of potable water by all city residents. Therefore, upon application by the owner of any residential property located within the city which is served by an independent water system permitted by section 138-154, the General Manager shall defer payment of all service connection fees associated with the connection of such property to the water system. An interest rate of five percent per annum shall be charged on each deferral, with payment of all fees and the interest thereon to occur at such time as title to the property is transferred or five years from the date the deferral is granted, whichever is earlier. Upon request, the owner may enter into an agreement to make monthly payments of fees and interest, upon such terms and conditions as the General Manager may authorize; provided, however, that the term of such agreement shall not exceed five years from the date the deferral is granted. As security for payment, a lien shall be placed upon the property at the time the deferral is granted. Any failure of the owner to make payment when due shall result in the immediate certification of all unpaid amounts for collection to the treasurer of the county in which such property is located. This subsection shall apply only to those residential properties which have been developed as of January 1, 1995.

(o) *Wet tap fees.* Fees for taps for distribution line extensions and fees for taps for private fire protection facilities (wet tap fees) shall be set pursuant to section 2-587 of this Code. These fees shall be charged in addition to any applicable service connection fee charged for tapping into the distribution line extension.

Section 3. That section 138-223 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-223. - Water rates and charges.

(a) The water availability surcharges will be in addition to the rates described in Subsection (a)(2)(a) of this Section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

(1) *Monthly service charges.*

Effective January 1, ~~2025~~ **2026**

Meter Size (Inches)	Residential, Multifamily and Commercial	Irrigation
⅝ and ¾	$~~14.94~~ **15.69**	$~~13.98~~ **14.68**
1 and 1¼	$~~23.46~~ **24.63**	$~~21.05~~ **22.10**

1½	$~~37.66~~ **39.54**	$~~32.84~~ **34.48**
2	$~~54.70~~ **57.44**	$~~46.99~~ **49.34**
3	$~~100.14~~ **105.15**	$~~84.72~~ **88.96**
4	$~~151.27~~ **158.83**	$~~127.17~~ **133.53**
6	$~~293.27~~ **307.93**	$~~245.08~~ **257.33**
8	$~~557.58~~ **585.46**	$~~386.58~~ **405.91**

(2) a. *Metered water rates.* The rate for water used each billing period by each customer class shall be as follows:

Residential
Effective January 1, ~~2025~~ **2026**

Tier 1	0 5,000 gallons, per 1,000	$~~5.63~~ **5.80**
Tier 2	5,001—10,000 gallons, per 1,000	$~~6.98~~ **7.30**
Tier 3	10,001 — 19,999 gallons, per 1,000	$~~9.20~~ **10.42**
Tier 4	20,000 gallons and over, per 1,000	$~~14.40~~ **14.60**

Effective January 1, ~~2025~~ **2026**

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	$~~6.22~~ **6.47**	$~~6.74~~ **7.11**	$~~8.98~~ **9.52**
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	$~~11.58~~ **12.04**	$~~11.93~~ **12.59**	$~~14.11~~ **14.96**

b. *Water availability surcharges.* Prior to imposing any water availability surcharges, the city council shall determine the water availability conditions by supplemental resolution. The water availability surcharges shall be in effect until further action by council.

The water availability surcharges will be in addition to the rates described in Subsection (a)(2)(a) of this Section. The applied water availability surcharges for each customer shall be based on usage above the customer's average monthly winter water consumption computed from meter readings taken during the winter period (winter quarter average). For purposes of this section, the term "winter period" and the method of computing winter quarter average shall be defined in rules and regulations promulgated by the General Manager. The water availability surcharges for each customer class shall be as follows:

Surcharges for Residential, Multifamily and Commercial
Effective January 1, ~~2025~~ **2026**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 110% of winter quarter average	$0.00	$0.00	$0.00	$~~4.41~~ **4.63**
Surcharge per 1,000 gallons used above 110% winter quarter average	$0.00	$~~2.05~~ **2.15**	$~~7.98~~ **8.38**	$~~13.23~~ **13.89**

Surcharges for Irrigation
Effective January 1, ~~2025~~ **2026**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	$0.00	$~~2.05~~ **2.15**	$~~7.56~~ **7.94**	$~~13.23~~ **13.89**
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	$0.00	$~~2.05~~ **2.15**	$~~7.56~~ **7.94**	$~~26.46~~ **27.78**

(b) *Definitions.* For purposes of this Section, the following words and phrases shall have the meanings ascribed to them:

(1) A customer's "annual block allocation" is an individualized annual water budget amount allocated to each commercial, irrigation, and multifamily with five or more units for use in each calendar year. The annual block allocation shall be determined by the General Manager based on the projected demand of the commercial, multi-family, irrigation or mixed use user as defined in the city water engineer standards and specifications or other appropriate methodology for the utility's cost recovery. Unused allocation amounts will not carry to subsequent years. The General Manager may establish a review or appeal process and pursuant to such review or appeal process may adjust a customer's annual block allocation if the General Manager determines that the customer's current annual block allocation is not appropriate, provided that the General Manager determines the customer is using best water management practices, the customer is not wasting water, and the customer can clearly show water efficiency measures have been implemented.

(2) The "water management plan" shall refer to the rules and regulations established by the General Manager regarding water allocation, usage restrictions, and conservation adopted pursuant to section 2-3.

(3) The term “residential” shall mean single-family detached, individually metered single-family attached, and multifamily users. The terms single-family detached, single-family attached and multifamily will have the same definitions as in section 138-221.

(4) The term “multi-family” shall mean multifamily users and existing master metered single-family attached. The terms single-family attached and multifamily will have the same definition as section 138-221.

(5) “Irrigation users” are those accounts that consume water only for irrigating external lawn areas or areas covered with vegetation.

(6) The term “commercial” shall mean commercial users as defined in Section 138-221.

(7) “Construction and hydrant water users” are users that obtain water service through a hydrant meter.

(8) The term "water service" shall mean the retail sale of water and all services attendant thereto by the city to single-family detached, single-family attached, multifamily, commercial, and irrigation users. Water service shall not include the sale or trade of water by the city to a municipal or quasi-municipal water supplier for resale or use by such water supplier in accordance with such terms and conditions as the city council may establish.

(9) The term "base rate" shall mean the adopted charges for water services described in Subsection (a)(2)(a) of this Section.

(c) *Private fire protection service.*

Fire Line Tap Size (Inches)	Monthly Service Charge Inside City Effective January 1, ~~2025~~ **2026**
2	$2.79
3	$6.11
4	$11.00
6	$24.44
8	$41.89
10	$66.33
12	$87.27

(d) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish water service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish water service outside of the city limits, the city council may establish a rate for furnishing water service, which rate may be one and one-half times the in-city rate unless other consideration is recommended by the General Manager. Factors the city council will consider establishing such rate include, but are not limited to, water acquisition costs, transportation costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the City. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half

times the in-city fee for each tap or tap equivalent which is to receive water from the city unless other consideration is recommended by the General Manager.

(e) *Nonpotable irrigation water service*. Internal city charges for nonpotable irrigation water services shall be determined by the city manager or designee in accordance with Section 2-587.

(f) *Construction and hydrant water.* The following charges are established for water service furnished through a hydrant meter **or a domestic meter for construction**:

(1) ***Hydrant Meter*** *Monthly service charge.* The monthly service **hydrant** meter charge shall be as follows:

Meter Size (Inches)	Monthly Charge Effective January 1, ~~2025~~ **2026**
¾	$~~22.50~~ **24.57**
3	$~~124.86~~ **136.36**

(2) ***Hydrant*** *Water usage rate.* All water furnished **through a hydrant meter** shall be charged at the rate of $~~15.10~~**18.77** effective January 1, ~~2025~~ **2026** per 1,000 gallons.

(3) *Construction Water.*

(a) Construction water provided to properties served from meters sized 5/8" to 1" shall be charged a one-time fee as set forth in Aurora Water's Construction Water in the City of Aurora Colorado Development and Connection Fee Schedule.

(b) Construction water provided to properties served from meter sizes 1.5" or greater shall require a domestic meter to be set and shall be charged at the appropriate domestic usage rate pursuant to section 138-223.

(c) Construction water fees are in addition to any service connection fees applicable under this Chapter 138.

(g) *Public fire protection service.* An annual fee shall be paid to Aurora Water by the fire department responsible for fire protection service within the limits of the city. The amount of such fee shall be established by the General Manager in accordance with the provisions of Section 2-587.

(h) Water service may be provided to customers within the Aurora Water service area by other service providers only when approved by the General Manager by written agreement. The rates paid by these customers will be the rates established by the outside service provider.

Section 4. That section 138-326 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-326. - Service connection fee.

(a) A service connection fee for the privilege of tapping or connecting to the sanitary sewer system of the city and includes a sewer interceptor development fee for extension of sewer interceptor facilities is established and imposed, which fee shall be payable as follows:

(1) Multifamily single-family attached, single-family detached, and commercial users shall be charged a service connection fee in accordance with the following schedule:

Applicable to fees paid on or after January 1, ~~2025~~ **2026**:

	Single-Family Detached	Single-Family Attached	Multifamily
Service Connection Fee	**$**~~$5,342~~ **6,411**	**$**~~$2,939~~ **3,527** per unit	**$**~~$2,724~~ **3,269** per unit

Water Tap Size Inches	Commercial Service Connection Fee
¾	$~~$10,685~~ **12,822**
1	$~~$25,644~~ **30,772**
1½	$~~$58,766~~ **70,520**
2	$~~$106,848~~ **128,218**
3	$~~$229,723~~ **275,668**
4	$~~$459,446~~ **551,336**
6 and larger	*

* Service connection fees for non-single family units shall have the single family residential equivalent determined through the size of the meter serving the building and as specified by the estimated quantities of flow (Q), bacterial oxygen demand (BOD), suspended solids (SS) and total Kjeldahl nitrogen (TKN) discharged to the system per the metro wastewater reclamation district rules and regulations.

(2) Whenever, with regard to any real property for which a sanitary sewer service connection fee has been paid to the city, a water meter is replaced by the installation of a larger water meter, an additional fee shall be payable. Said fee shall be calculated by subtracting the amount of the current sanitary sewer service connection fee based on the size of the replaced water meter from the amount of the current sanitary sewer service connection fee based on the size of the replacement water meter. No alteration in or expansion of the use of any real property for which property a sanitary sewer service connection fee has been paid to the city shall necessitate the payment of an additional or

new sanitary sewer service connection fee, unless such alteration or expansion requires the installation of a larger water meter.

(3) Any aggrieved commercial or industrial user may present facts regarding the use of their property which demonstrate the lack of a reasonable correlation between the size of their water tap and their demands upon the sewer system. Such facts shall be presented to the General Manager, who may reduce the amount of the service connection fee payable under this section in order to mitigate those situations that would otherwise result in gross unfairness. An informal hearing may be held for the purpose of appealing the decision of the General Manager to the city manager or designee, who shall render a decision based upon the standard of mitigating those situations that would otherwise result in gross unfairness, and whose decision is final.

(4) Whenever a contract is approved for the acceptance of sanitary sewer discharge from sources arising outside of the city limits, such contract, in addition to the regular service connection fee, shall also contain a provision for the payment to the city of not less than 15 percent of the current service connection fee of the city for each tap added to the system generating sewage flows outside of the city after the execution of the agreement.

(5) For purposes of this section, the following terms shall have the same meaning ascribed to them as in section 138-221: "single-family detached," "single-family attached," "multifamily," "commercial," and "industrial" user. For purposes of this section, the term "water tap" shall not include irrigation water taps.

(b) Payment of the service connection fee shall be paid in full prior to application for a building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made. If the building permit is canceled or expires, credit for the service connection fees already paid to the city will be applied toward the fee schedule in effect at the time the new building permit is issued. Upon request of the service connection applicant, the General Manager may authorize the application of funds previously paid for service connection fees for one property to service connection fees for a substitute property, provided that either properties have the same ownership or the owner of the property where the credit was originally applied provides to the city a request for the transfer and a written release of any claim to the previously paid funds. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the transferred funds amount and the fee amount in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved when the city manager, in consultation with Aurora Water, determines that such transfer is consistent with the operational efficiency of the utility system. This authorization does not grant authority to reduce, waive, defer, or assume water service connection fees.

Section 5. That section 138-327 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-327. - Sewer rates.

(a) There is levied and assessed upon each lot, parcel of land, building or premises situated within the city limits which is connected to the city sanitary sewer system a charge as follows:

(1) All users, except metered irrigation users shall be assessed, monthly, a service charge and a volume charge as follows:

a. The monthly service charge shall be based upon the size of the water meter servicing the user. This charge shall be assessed as follows:

Meter Size (Inches)	Monthly Service Charge Inside City Effective January 1, ~~2025~~ **2026**
5/8 and ¾	$~~5.51~~ **5.95**
1 and 1¼	$~~13.77~~ **14.87**
1½	$~~27.53~~ **29.73**
2	$~~44.06~~ **47.58**
3	$~~96.37~~ **104.08**
4	$~~275.36~~ **297.39**
6 and 8	$~~550.72~~ **594.78**

b. The monthly volume charge shall be calculated as follows:

1. The volume charge shall be assessed at the rate of $~~5.06~~ **5.46** effective January 1, ~~2025~~ **2026**, per 1,000 gallons of wastewater discharged into the city sanitary sewer system by the user. This charge shall be based upon the user's average monthly water consumption computed from meter readings taken during the winter period. For purposes of this section, the term "winter period" and the method of computing average monthly water consumption shall be defined in rules and regulations promulgated by the General Manager.

(b) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish sewer service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish sewer service outside of the city limits, the city council may establish a rate for furnishing sewer service, which rate may be not less than one and one-half times the in-city rate. Factors the city council will consider establishing such rate include, but are not limited to, system collection costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the city. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless the General Manager recommends other consideration.

Section 6. That section 138-396 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-396. – **Stormwater** ~~Drainage basin~~ development fee.

(a) A **stormwater** ~~drainage basin~~ development fee shall be levied and assessed upon each vacant and undeveloped lot and parcel of land within the city for the purpose of funding ~~certain~~ regional facilities. The **stormwater** ~~drainage basin~~ development fee shall be calculated based on**: (1)** acreage of the parcel**;** and **(2)** the square footage of the impervious area. The first portion of the **stormwater** ~~drainage basin~~ development fee based on the acreage shall be assessed at $~~1,242~~ **1,304** per acre, and the second portion of the drainage basin development fee shall be assessed at $~~0.15~~ **0.16** per square foot of impervious area for nonresidential users and $0.50 per square foot of lot size for residential users effective January 1, ~~2025~~ **2026**.

For each connection to the water or sanitary sewer system, payment for the portion of the **stormwater** ~~drainage basin~~ development fee based on the acreage of the parcel shall be paid in full **at any time** prior to subdivision platting. In addition, payment for the portion of the drainage basin development fee based on the impervious area shall be paid in full **at any time** prior to **submitting** application for the building permit. If a connection to the water or sanitary system is not required, the **stormwater** ~~drainage basin~~ development fee shall be paid in full at **any** time **before submission** of development application. A certificate of occupancy shall not be issued until the **stormwater** ~~drainage basin~~ development fee has been paid in full.

Calculation of the stormwater development fees shall be as follows:
Nonresidential drainage development fee

($~~1,242~~ **1,304** x total lot acreage) + ($~~0.15~~ **0.16** x square feet of impervious area)

Residential drainage development fee

($~~1,242~~ **1,304** x total lot acreage) + ($~~0.050~~ **0.053** x square feet of impervious area)

The developer may be eligible for stormwater fee credits if the developer or their engineer can prove through an analysis, approved by the general manager with the guidance of ~~the urban drainage flood control district~~ **Mile High Flood District**, that a portion of runoff generated by the impervious area present on the site is effectively mitigated by receiving pervious area.

(b) Land dedicated to the city for public purposes pursuant to an approved annexation agreement shall be exempt from fees required by this subsection. This exemption shall not apply to land dedicated for easements, rights-of-way, streets, highways or storm drainage, unless otherwise provided in the annexation agreement.

(c) The portion of the **stormwater** ~~drainage basin~~ development fee based on the acreage shall be computed on the gross acreage included within a platted lot or parcel of land. For purposes of this subsection, the boundaries of a platted lot or parcel of land shall be deemed to extend to the centerline of the street or streets abutting such lot or parcel.

(d) For applicable sites, the general manager shall cause to be made an environmental study which lists by location any areas which require special drainage facilities. Such areas shall include:
    (1) Areas where the leaching of toxic materials is likely to occur;
    (2) Areas where extreme erosion is likely to occur; or
    (3) Areas where extreme siltation is likely to occur; or
    (4) Designated wetlands.

(e) The general manager will prepare an overall plan for the **design,** construction, operation ~~and~~ maintenance **and debt service payment including interest, if applicable,** of drainage facilities to address such environmental requirements in the most cost-effective manner. Where appropriate, the costs of such facilities shall be added to the **stormwater** ~~drainage basin~~ development fee assessed under this section.

Section 7. That section 138-397 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-397. – Monthly usage rate.

(a) There is imposed on each and every lot or parcel of land within the city a monthly usage rate for storm drainage service. This rate shall be used to pay for the operation, maintenance, improvement and replacement of drainage facilities.

(b) The basis for computing the amount of the monthly usage rate shall be the extent of the use, as determined by the city, which each lot or parcel of land within the city makes of drainage facilities, together with the amount of stormwater runoff from such lot or parcel, including the normal stormwater runoff of such lot or parcel in an undeveloped condition.
    (1) The monthly usage rate will not be levied or assessed upon undeveloped land which has been left in its natural state.

    (2) The monthly usage rate for land which has been altered from the natural state shall be as follows:
        a. Single-family detached and individually metered single-family attached users shall be assessed a monthly usage rate in the amount of $~~11.60~~ **12.18** effective January 1, ~~2025~~ **2026**, per dwelling.

        b. Multi-family and master metered single-family attached users shall be assessed a monthly usage rate in the amount of $~~11.60~~ **12.18** for the first unit served under a billing account, plus $~~9.14~~ **9.60** for each additional unit or space

occupied or intended for occupancy (effective January 1, ~~2025~~ **2026**).

c. Commercial users shall be assessed a monthly usage rate in the amount of $~~11.60~~ **12.18** (effective January 1, ~~2025~~ **2026**) for the first 2,500 square feet of impervious area. A rate in the amount of $~~9.14~~ **9.60** will be assessed (effective January 1, ~~2025~~ **2026**) for each additional 2,500 square feet of impervious area. The total impervious area will be adjusted based on a ratio of the parcel's percentage of impervious area to total area of the parcel. That ratio will fall into one of the four blocks in the chart below under parcel percentage impervious. The block will determine the percentage of impervious area included in the rate calculation also shown in the chart below. The final assessed rate will be the total impervious area multiplied by the percentage of impervious area included from chart divided by 2,500 square feet.

Parcel's Percentage of Impervious Area	Percentage of Impervious Area that is Included in the Rate Calculation
0% to 30%	10%
31% to 60%	30%
61% to 90%	66%
91% to 100%	100%

Section 8. That section 138-400 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-400. – Disposition of fees.

(a) All storm**water** ~~drainage~~ development and usage fees paid to the city pursuant to this code shall be segregated, credited to and deposited in the storm**water** drainage account of the sewer fund of ~~the utility enterprise~~ **Aurora Water** and shall be used for the **design**, construction, installation, **inspection**, operation, maintenance, replacement, extension and improvement of the storm drainage system and for all lawful activities associated therewith**, including debt service and interest payments if applicable,** as may be directed by the city council. Such fund may also be used for the acquisition of land necessary for the construction and installation of drainage facilities.

(b) Notwithstanding any provision of this section to the contrary, ~~the utility enterprise~~ **Aurora Water** may pledge the proceeds of such fees to the retirement of the principal and interest of revenue bonds or other obligations issued by ~~the enterprise~~ **Aurora Water** or general obligation bonds issued by the city for the purpose of financing the **design**, construction, installation, **inspection**, replacement, extension or improvement **including debt service and interest payments if applicable,** of both drainage and sanitary sewer facilities.

(c) Appropriations for capital projects from the storm drainage account within the sewer fund shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned; provided, that any project shall be deemed to have been abandoned if three fiscal years elapse without an expenditure from or encumbrance of the appropriation for such project.

Section 9. The effective date of Section 138-162 and the changes to Sections 138-221, 138-223, 138-326, 138-327, 138-396 and 138-397 as set forth herein shall be January 1, 2026.

Section 10. 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 11. The Mayor and City Clerk are hereby authorized to execute the ordinance in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 12. 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 13. 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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____

MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Ian J Best RLA

By: IAN BEST, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Graywater (Ordinance)
Item Initiator: Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water
Staff Source/Legal Source: Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water / Stephen Cann, Senior Assistant 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: 10/6/2025

Regular Meeting: 10/20/2025

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)

Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water / Stephen Cann, Senior Assitant 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: 9/17/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On September 17, 2025, the Water Policy Committee supported moving an Ordinance amending sections 138-151, 138-154, 138-256, and 138-259 of the City Code pertaining to the prohibition of the installation of Graywater Treatment Works and the use of all Graywater forward to the October 6, 2025 Study Session.

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

This ordinance amends several sections of Chapter 138 of the Aurora City Code to explicitly prohibit the installation and use of graywater treatment works and systems within the city limits of Aurora. These amendments are in response to recent changes in Colorado law (C.R.S. § 25-8-205.4), which, effective January 1, 2026, allow for the use of graywater unless a local government or water provider formally opts out through ordinance or regulation.

Background and Need:
Aurora Water owns and operates a centralized, integrated water and wastewater utility system that provides safe, reliable, and high-quality potable water and wastewater services to Aurora residents. Maintaining the integrity of this centralized system is essential to protecting public health, environmental quality, and long-term water planning efforts.

Under the revised statute, municipalities and water service providers must act affirmatively if they wish to continue to prohibit graywater systems. If no action is taken, graywater use will automatically be permitted under state law beginning in 2026. This ordinance serves as the City's formal opt-out and ensures that graywater use remains prohibited within Aurora.

Graywater, as defined by the Colorado Water Quality Control Act, includes water collected from residential, commercial, or industrial plumbing fixtures—such as showers, sinks, and washing machines—and is known to potentially carry human pathogens. The reuse of graywater introduces complex public health risks due to cross-contamination, backflow, and the potential for system failures in treatment works that are installed and managed independently at the property level.

In addition to public health concerns, widespread graywater use could interfere with Aurora's ability to fully capture and reuse the water it holds legal rights to. Aurora has invested heavily in acquiring reusable water supplies and developing infrastructure to recapture and treat return flows through its potable reuse and wastewater systems. When graywater is diverted and used onsite—rather than returned to the centralized wastewater collection system—it can reduce the volume of return flows available for reuse. Over time, this could erode Aurora's ability to realize the full benefit of its water rights portfolio, complicate water accounting, and compromise long-term supply planning.

While other communities may find graywater reuse beneficial under specific local conditions, Aurora's integrated approach to water supply, conservation, and reuse is already delivering strong results without introducing the risks associated with decentralized treatment systems.

Key Provisions:

- **Definition Clarification:** Adds definitions for "graywater," "graywater treatment works," and updates the definition of "independent water system."
- **Use Prohibition:** Explicitly prohibits the installation and use of graywater systems or treatment works throughout the city.

- **Wastewater Management:** Clarifies that graywater is considered wastewater under city code and must be treated through the City's wastewater system.
- **Cross-Connection Protection:** Reinforces existing code provisions that prohibit cross-connections between private and public water systems, now inclusive of graywater system

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 Council support moving an Ordinance amending sections 138-151, 138-154, 138-256, and 138-259 of the City Code pertaining to the prohibition of the installation of Graywater Treatment Works and the use of all Graywater forward to the October 20, 2026 Council meeting?

LEGAL COMMENTS

The governing body of a municipality has the authority and discretion to prohibit the installation of graywater treatment works and use of all graywater. (C.R.S. § 30-11-107 (1)(kk) or 31-15-501 (1)(m)). 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). (Cann)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-151, 138-154, 138-256, AND 138-259 OF THE CITY CODE PERTAINING TO THE PROHIBITION OF THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF ALL GRAYWATER

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (Aurora Water") owns and operates its water system to provide Aurora's residents with a safe, reliable, and clean source of water; and

WHEREAS, the General Assembly of the State of Colorado has enacted C.R.S. § 25-8-205.4 concerning measures to promote the use of graywater; and

WHEREAS, as defined by the Colorado Water Quality Control Act ("CWQCA"), graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health; and

WHEREAS, the governing body of a municipality has the authority and discretion to prohibit the installation of graywater treatment works and use of all graywater, as defined in C.R.S. § 30-11-107 (1)(kk) or 31-15-501 (1)(m).

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

Section 1. That section 138-151 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-151 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Graywater **means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses.**

Graywater treatment works **means an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or**

stabilize graywater within the same building or facility to the level necessary for its authorized uses.

Independent water system means water supplies developed for use within city limits other than water supplies owned, leased, operated, controlled or otherwise utilized by the city water delivery system. Such water supplies shall include but not be limited to the following: nontributary groundwater supplies drawn from the Arapahoe, Laramie-Fox Hills, Denver, or Dawson aquifers subject to the provisions of C.R.S. § 37-90-137(4).

Irrigation shall mean the artificial watering of land to supply moisture for plant growth.

Landscaped common area shall mean the landscaped tract or area immediately adjacent to the facilities within a single-family detached or a commercial development, owned or maintained, or both, by the property owner or the responsible caretaker association, that is irrigated from a common irrigation system that is owned or maintained, or both, by the property owner or responsible caretaker association.

Main means any pipe, cast iron, steel or other approved material used as a conduit for water in the city water system.

Nonwater conserving landscaped common area means that area in which any type of grass and an irrigation system are incorporated in accordance with landscape plans approved by Aurora Water and the planning department of the city.

Service line means the pipe, line or conduit from the main to an individual house or other structure.

Standards and Specifications Regarding Water, Sanitary Sewer and Storm Drainage Infrastructure means the most recent version of the rules and regulations adopted by the general manager pursuant to authority granted in section 138-68 and promulgated pursuant to section 2-3.

Water conserving landscaped common area means that area in which nongrass vegetation and an irrigation system are incorporated in accordance with landscape plans approved by the water and planning departments of the city.

Water delivery system means all those systems of water delivery owned and operated and maintained by the city and all other delivery systems which are supplied water by the city.

Section 2. That section 138-154 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-154 - Use of independent water system; cross connection; **use of graywater;** use of Dawson Aquifer.

(a) It shall be unlawful for any person to develop or use for any purpose, except as approved in writing by the general manager, including domestic and irrigation uses, within the city limits, any independent water system as defined in this article.

(b) Notwithstanding any other provisions of this article, those persons who have existing wells, either shallow or deep, or any other valid water rights for use within the city limits, as of the effective date of the ordinance codified in this section, and those persons who filed notice of lack of consent to the city's use of water under their land, within the period established by the water court, water division no. 1, for filing such notice, shall be allowed to use such wells or water rights. However, the use of such wells or water rights for any purpose shall not permit cross connection between such private service line and a service line carrying water from the public water system as prohibited in subsection (c) of this section.

(c) It shall be unlawful for any person to have a cross connection between a private service line carrying private well water or other private water with a service line carrying water from the public water system, or in any other manner endangering or contaminating the public water system. If, after notice and informal hearing, a violation of this section is found to exist, Aurora Water is authorized to forthwith disconnect the cross connection or to terminate water service to the premises until such time as disconnection of the offending cross connection can be accomplished, in addition to any other penalties provided for a violation of this article.

(d) It shall be unlawful for any person to install or use for any purpose, except as approved in writing by the general manager, including domestic and irrigation uses within the city limits, any graywater treatment works or use graywater as defined in this article.

~~(d)~~ **(e)** The following shall apply to the area within one-half mile of section 6, township 5 south, range 65 west of the sixth principal meridian in the city in Arapahoe County:

(1) It shall be unlawful for any person to drill, develop, or use any wells in the Dawson Aquifer within one-half mile of the exterior boundaries of section 6 until such time as the Environmental Protection Agency's groundwater remedy for the Lowry Landfill superfund site has been implemented consistent with the record of decision and the agency's five-year performance review of the remedy has occurred, as determined by the city council. This prohibition shall not apply to wells that are used for monitoring groundwater quality, extracting groundwater for remediation, or reinjecting treated groundwater.

(2) After the five-year performance review has occurred and the Environmental Protection Agency reports that the remedy is protective at the compliance boundary, the prohibition against drilling wells in the Dawson Aquifer shall expire; provided, that the drilling or use of such wells within one-half mile of the boundaries of section 6 shall only occur with the approval of the city.

(3) There are adopted by this reference the state primary drinking water regulations, promulgated by the state board of health and found in volume 5 of the Colorado Code of Regulations 1007-3, as amended, which regulations shall apply to water quality at the point of use in the following categories:

a. Community drinking water systems;

b. Noncommunity drinking water systems; and

c. Systems with fewer than 15 service connections or which regularly serve an average of fewer than 25 persons fewer than 60 days of the year and providing well water for ordinary household purposes, the watering of poultry, domestic animals, and livestock on farms and ranches, and the irrigation of home gardens and lawns.

Records of water quality monitoring required by the drinking water regulations shall be kept and shall be made available to the city upon request.

Section 3. That section 138-256 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-256 Definitions and abbreviations.

(a) *Definitions*. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the Act means the federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Approval authority means the director of the Water Quality Control Division of the State Department of Health, or the regional administrator of the EPA.

Authorized representative of commercial or significant industrial user may be:

1. A responsible corporate officer, if such user is a corporation. For purposes of this article, a responsible corporate officer means:

    a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25,000,000, in second quarter 1980 dollars, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. A general partner or proprietor if such user is a partnership or sole proprietorship, respectively.

3. A duly authorized representative of an individual designated in subsection (1) or (2) of this definition if:

   a. The authorization is made in writing by the individual;

   b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates including but not limited to the position of plant manager, well operator, well field superintendent or a position of equivalent responsibility, or the individual having overall responsibility for environmental matters for the company; and

   c. The written authorization is submitted to the city and to the metro district.

   If an authorization granted under subsection (3) of this definition is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or for environmental matters for the company, a new authorization satisfying the requirements of subsection (3)b of this definition must be submitted to the city and the metro district prior to or together with any reports required to be signed by an authorized representative.

Biochemical oxygen demand (BOD) means the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure, after five days, at 20 degrees Celsius and expressed in terms of weight and concentration (milligrams per liter (mg/l)).

Board of health means the board of health organized pursuant to state law having appropriate jurisdiction.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means a sewer conveying wastewater from the premises of a user.

Building sewer permit (sewer tap permit) means a permit authorizing connection to but not necessarily the use of the municipal wastewater collection system.

Categorical standards means national categorical pretreatment standards or pretreatment standards.

Commercial user means any business or enterprise falling outside the definition of significant industrial user and which contributes wastewater to the POTW.

Commercial wastewater discharge permit means a permit which must be obtained by all commercial users of the POTW and which is further described in division 2 of this article. Dwellings from which no businesses are operated are not required to obtain a discharge permit.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Environmental Protection Agency or EPA means the U.S. Environmental Protection Agency.

***Graywater* means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses.**

***Graywater treatment works* means an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.**

Health officer means the public health officer of the board of health or an authorized representative thereof.

Holding tank waste means any waste from holding tanks such as chemical toilets, campers, trailers, septic tanks, vacuum-pump trucks, or other vessels.

Industrial wastes means the liquid wastes from industrial processes, trade or other businesses as distinct from sanitary or domestic waste.

Industrial wastewater discharge permit means a permit which must be obtained by all significant industrial users of the POTW and which is further described in division 2 of this article.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

1. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

2. Therefore is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal as required by the following statutory provisions and regulations or permits issued thereunder or more stringent state or local regulations; section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Metro district means the Metro Wastewater Reclamation District, a political subdivision of the state.

National categorical pretreatment standard (pretreatment standard) means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the Act (33 USC 1317) which applies to a specific category of industrial users.

National Pollutant Discharge Elimination System or NPDES permit means a permit issued pursuant to section 402 of the Act (33 USC 1342).

Natural outlet means any outlet, including storm sewers, into a watercourse, pond, ditch, lake or other body of surface or ground water.

New source means any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which is commenced after the publication of proposed pretreatment standards under section 307(c) of the Act (33 USC 1317) which will be applicable to such source, if such standards are thereafter promulgated in accordance with that section; provided, that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located;

2. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In

determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

Nonmunicipal waste disposal system means a system not treating wastewater from municipal corporations or sanitary districts.

Pass through means a discharge which exits from the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns, including any person or entity contracting with the city for sewer service.

pH means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Pollutant means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

POTW treatment plant means that portion of the POTW designed to provide treatment to wastewater.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly owned treatment works. The reduction or alteration can be obtained by physical, chemical or biological processes, or by other means, except as prohibited by 40 CFR 403.6(D).

Pretreatment requirement means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on a user.

Public sewer means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Publicly owned treatment works (POTW) means a treatment works as defined by section 212 of the act (33 USC 1292) which is owned, in this instance, by the city or the metro district. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers, or other conveyances not connected

to a facility providing treatment. For the purposes of this article, POTW shall also include any sewers that convey wastewaters to the POTW from persons outside the city who are users of the city's POTW.

Sanitary sewer means a sewer which carries wastewater and to which stormwaters, surface waters and groundwaters are not intentionally admitted.

Sewer means a pipe or conduit for carrying wastewater or drainage water.

Shall; may. Shall is mandatory; may is permissive.

Significant industrial user means any industrial (nondomestic) user who:

1. Is subject to national categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N.

2. Is found by the city or the metro district to have a reasonable potential of adversely affecting city or district operations.

3. Is discharging an average of 25,000 gallons or more per day of process wastewater to the sanitary sewer system; provided, however, that the metro district may delete a noncategorical industrial user from the list of significant industrial users if the user has no potential for adversely affecting the district's operation or for violating any deleterious waste standard as set forth in both the service contract and the rules and regulations of the metro district.

4. Is discharging a process wastewater stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the metro district's treatment plant.

Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987, as amended.

Storm drain (storm sewer) means a pipe or conduit which carries stormwaters and surface waters and drainage, but excludes wastewater and industrial wastes, other than unpolluted cooling water.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Total suspended solids (TSS) means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering according to standard laboratory procedure.

Toxic pollutant includes but is not limited to any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provisions of section 307(a) of the Act.

User means any person who contributes, causes or permits the contribution of wastewater into the city's POTW.

Wastewater means the liquid and water-carried industrial, commercial, or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

(b) *Abbreviations.* The following abbreviations shall have the designated meanings:

BOD. Biochemical oxygen demand.

CFR. Code of Federal Regulations.

COD. Chemical oxygen demand.

EPA. Environmental Protection Agency.

L. Liter.

Mg. Milligrams.

Mg/l. Milligrams per liter.

NPDES. National Pollutant Discharge Elimination System.

O & M. Operation and maintenance.

POTW. Publicly owned treatment works.

RCRA. Resource Conservation and Recovery Act, 42 USC 6901 et seq.

SIC. Standard industrial classification.

SWDA. Solid Waste Disposal Act, 42 USC 6901 et seq.

USC. United States Code.

TSS. Total suspended solids.

Section 4. That section 138-259 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 138-259 Use of public sewers required**.**

(a) It shall be unlawful for any person to place, deposit, discharge or permit to be placed, deposited or discharged any human or animal excrement, garbage, wastewater or other polluted water on any public or private property or in any natural outlet within the City or in any area under the jurisdiction of the city except where suitable treatment has been provided in accordance with this article.

(b) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool**, graywater treatment works** or other facility intended or used for the disposal or treatment of wastewater **or use of graywater including domestic and irrigation uses except as approved in writing by the general manager,**

(c) The owner or occupant of every structure or property used for human occupancy situated within the City is required at his or her expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with this article, within 90 days after the date of official notice to do so; provided, that the public sewer is within 100 feet of such owner's or occupant's property line. (Code 1979, § 39-100)

Section 5. 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 6. 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 7. 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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
STEPHEN CANN, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Amendment – Text Change for Landmark Designation (Ordinance)
Item Initiator: Chris Geddes, Museum Program Supervisor, Library and Cultural Services
Staff Source/Legal Source: Chris Geddes, Museum Program Supervisor, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 10/6/2025

Regular Meeting: 10/20/2025

2nd Regular Meeting (if applicable): 11/3/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Chris Geddes, Museum Program Supervisor, Library and Cultural Services / Tim Joyce, 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 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: Planning and Zoning Commission

Policy Committee Date: 8/27/2025

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

This request is to resolve the issue of National Register designation automatically triggering Local Landmark designation. The State Historic Preservation Office – Certified Local Government (CLG) Coordinator has requested the removal of this automatic designation for decades to comply with CLG/ Federal requirements. Aurora became a CLG in 1988 and we are one of only 2 cities in the state that still have this practice in effect. Aurora's 2021 Quadrennial Review by the CLG Coordinator resulted in a specific request to remove this automatic designation before the next Quadrennial Review which is occurring in October 2025. Multiple conversations with the CLG coordinator explain that this is a matter of due process and allowing the property owner actively participate in the local process instead of automatically receiving the local designation without having a say in the matter. The Historic Preservation Commission and staff of the Historic Preservation Office are in agreement that this needs to be done. The Planning and Zoning Commission held a public hearing and made a recommendation to City Council to approve the UDO text amendment.

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

National Register designation of a property in Aurora results in an automatic Local Landmark historic designation. The concern is that a property owner listing their property on the National Register could unknowingly be required to follow rules and procedures required by the City for local landmarks without having participated in a public hearing on the local designation of their property. National Register and Local Landmark designation should be separate processes. By severing the automatic local landmark designation at the time of National Register designation, this allows for the property owner to participate in the public hearing process at the local level. They get to choose if they want to have their property locally landmarked; it doesn't happen without their knowledge. Due process occurs in this matter by separating the two designation processes. Legal professionals in the Historic Preservation field recommend that CLGs not tie local designation to national designation. We could lose our CLG status for non-compliance with this federal regulation, which means the loss of access to financial incentives, guidance, and educational opportunities. It is therefore requested to have this connection removed by amending the UDO (Section 146-2.6.5.C.2) to resolve the issue as noted by the State Historic Preservation Office – CLG Coordinator in Aurora's 2021 Quadrennial CLG Review.

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 move the ordinance forward to amend the Unified Development Ordinance to comply with the guidelines required and requested by the Certified Local Government/ State Historic Preservation Office?

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) (TJoyce)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-2.6.5.C.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO LOCAL LANDMARKS AND PROPERTIES LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, since 1988, the City of Aurora, Colorado ("City"), has been a Certified Local Government ("CLG"), which means the City has partnered with the National Park Service and the Colorado State Historic Preservation Office to identify, evaluate, designate, and protect historic properties; and

WHEREAS, for the City to maintain its CLG certification, the *National Historic Preservation Act* (54 U.S.C. 3025) § 302503(a)(4) requires the City to provide for adequate public participation in the local historic preservation program; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks, does not allow for adequate public participation in the City's local historic preservation program; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks conflicts with UDO § 146-5.4.1.D that requires City Council to designate landmarks, and historical districts in the City; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks conflicts with the requirements in the CLG Handbook;

WHEREAS, the State Historic Preservation Office and the National Park Service have requested the removal of the current version of UDO § 146-2.6.5.C.2 because this provision jeopardizes the City's CLG status and CLG benefits;

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for 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 August 27, 2025, 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. The City hereby amends section 146-2.6.5.C.2 of the Unified Development Code of the City of Aurora, Colorado to read as follows:

Sec. 146-2.6.5. Historic Protection Overlay (-HPO)

This Section 146-2.6.5 provides a process to evaluate and protect only those sites, buildings, structures, neighborhoods, and districts deemed to have historical, architectural, cultural or archaeological significance.

C. Procedures Related to Landmarks, Landmark Sites, and Historic Districts.

2. ~~Inclusion of any area or property within the City in the National Register of Historic Places, as provided in the National Historic Preservation Act of 1966, shall be construed as local historic landmark or landmark site designation and subject to the same protections as any local landmark or landmark site.~~ **As of January 1, 2026, only those areas or properties within the City in the National Register of Historic Places that are construed to be local historic landmark or landmark site designations will continue to remain local historic landmarks regardless of the status in the National Register of Historic Places. Areas and properties in the National Register of Historic Places and also construed as a local landmark shall follow Federal Preservation Laws and Regulations.**

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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

BY: Tim Joyce RLA
_____
TIM JOYCE, Assistant City Attorney

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance Amendment- - Text Change for Landmark Designation
Date: 8-27-2025
Development Application Number: DA-2163-25
Case Number: 2018-1006-23
Case Manager: Chris Geddes
Applicant: Aurora History Museum & Historic Sites
General Location: Citywide
Ward: All

Project Summary:

The proposed Unified Development Ordinance (UDO) amendment is regarding the Aurora History Museum & Historic Sites' historic preservation ordinance (Section 146-2.6.5.C.2 of the UDO) as it relates to the city's Certified Local Government (CLG) status and the National Park Service CLG requirements. It is based upon a request from the Certified Local Government Coordinator at the State Historic Preservation Office. At our Quadrennial CLG Review in 2021 (and in prior reviews as well), there was a request to remove the automatic Local Landmark designation that occurs when a property is listed on the National Register of Historic Places.

The proposed UDO amendment (Section 146-2.6.5.C.2) removes the automatic Local Landmark designation when a property is listed on the National Register, requiring a separate Local Landmark nomination to be completed with accompanying owner consent. It is a matter of due process. Being listed in the National and State Registers does not automatically include any additional regulation over properties, so if those designations are carried over to the local register without any additional steps, then the property owner may be subjected to regulations on their property of which they have no idea. Having a separate, public local designation process allows for appropriate notifications and an opportunity for informed participation of the property owner in the local preservation program. Correction of this issue allows for the public hearing process to happen at the local level from the Historic Preservation Commission review up through City Council's final approval. This will put us into compliance with the CLG rules/ requirements as part of the contract signed by the City of Aurora and the National Park Service in 1988.

Applicant's Request:

Approve Ordinance Text Amendment to the Unified Development Ordinance

Neighborhood Comments:

N/A

Major Issues Discussed During Development Review: N/A

Results of Development Review:

Architectural and Site Design. N/A

Landscape Buffering & Design. N/A

Conditional Use – Drive-Through. N/A

Summary of Staff Recommendation:

Detailed Case Analysis

Related Cases: N/A

Public Notification: Legal notice appeared in the Aurora Sentinel on August 14, 2025

Community Referrals: N/A

Conformance with Code Criteria:
N/A

1. **Site Plan Criteria**
2. **Conditional Use Criteria**

Acceptability of Adjustments/Waivers: N/A

Applicant Information:
Applicant: Aurora History Museum and Historic Sites
Owner: N/A
Project Manager: Chris Geddes

Exhibits:
Exhibit A
Exhibit B

Staff Recommendation:

Approve, to be in compliance with the requirements of the CLG/ State Historic Preservation Office request of 2021. Applies to Section 146-2.6.5.C.2 of the Unified Development Ordinance.

Planning Commission Date: 8-27-2025
Case Number: 2018-1006-23
Case Manager: Chris Geddes
Computer File #:

Exhibit A – Resolution with Proposed Changes

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-2.6.5.C.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO LOCAL LANDMARKS AND PROPERTIES LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, since 1988, the City of Aurora, Colorado ("City"), has been a Certified Local Government ("CLG"), which means the City has partnered with the National Park Service and the Colorado State Historic Preservation Office to identify, evaluate, designate, and protect historic properties; and

WHEREAS, for the City to maintain its CLG certification, the *National Historic Preservation Act* (54 U.S.C. 3025) § 302503(a)(4) requires the City to provide for adequate public participation in the local historic preservation program; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks, does not allow for adequate public participation in the City's local historic preservation program; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks conflicts with UDO § 146-5.4.1.D that requires City Council to designate landmarks, and historical districts in the City; and

WHEREAS, the current provision in UDO § 146-2.6.5.C.2, which automatically designates properties in the City listed on the National Register of Historic Places as local historic landmarks conflicts with the requirements in the CLG Handbook;

WHEREAS, the State Historic Preservation Office and the National Park Service have requested the removal of the current version of UDO § 146-2.6.5.C.2 because this provision jeopardizes the City's CLG status and CLG benefits;

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for 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 August 27, 2025, 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. The City hereby amends section 146-2.6.5.C.2 of the Unified Development Code of the City of Aurora, Colorado to read as follows:

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This Section 146-2.6.5 provides a process to evaluate and protect only those sites, buildings, structures, neighborhoods, and districts deemed to have historical, architectural, cultural or archaeological significance.

C. Procedures Related to Landmarks, Landmark Sites, and Historic Districts.

2. ~~Inclusion of any area or property within the City in the National Register of Historic Places, as provided in the National Historic Preservation Act of 1966, shall be construed as local historic landmark or landmark site designation and subject to the same protections as any local landmark or landmark site.~~ **As of January 1, 2026, only those areas or properties within the City in the National Register of Historic Places that are construed to be local historic landmark or landmark site designations will continue to remain local historic landmarks regardless of the status in the National Register of Historic Places. Areas and properties in the National Register of Historic Places and also construed as a local landmark shall follow Federal Preservation Laws and Regulations.**

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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

BY: _____
TIM JOYCE, Assistant City Attorney

Exhibit B – Certified Local Government Quadrennial Review Letter

See page 3 of attached pdf letter

Planning and Zoning Commission
DRAFT MINUTES
August 27, 2025

Commissioners Present	**Garrett Walls**
	Becky Hogan
	Robert Gaiser
	Sonda Banka
	Gayle Jetchick
	Melvin Bush
	Michael Riley

8. General Business

8a. UNIFED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR LANDMARK DESIGNATION

The proposed Unified Development Ordinance (UDO) Amendment is regarding the Aurora History Museum and Historic Sites' historic preservation ordinance (Section 146-2.6.5.C.2 of the UDO) as it relates to the city's Certified Local Government (CLG) status and the National Park Service CLG requirements. The proposal is based upon a request from the Certified Local Government Coordinator at the State Historic Preservation Office. At our Quadrennial CLG Review in 2021 (and in prior reviews as well), there was a request to remove the automatic Local Landmark designation that occurs when a property is listed on the National Register of Historic Places.

The proposed UDO Amendment to Section 146-2.6.5.C.2 removes the automatic Local Landmark designation when a property is listed on the National Register, requiring a separate Local Landmark nomination to be completed with accompanying owner consent. It is a matter of due process. Being listed in the National and State Registers does not automatically include any additional regulation over properties. If those designations are carried over to the local register without any additional steps, the property owner may be subjected to regulations on their property of which they have no idea. Having a separate, public local designation process allows for appropriate notifications and an opportunity for informed participation of the property owner in the local preservation program. Correction of this issue allows for the public hearing process to happen at the local level from the Historic Preservation Commission and review up through City Council's final approval. This will put Aurora History and Historic Sites into compliance with the CLG rules/ requirements as part of the contract signed by the City of Aurora and the National Park Service in 1988.

Legal Notice appeared in the Aurora Sentinel on August 14, 2025.

Testimony Given at the Hearing:
Chris Geddes, Case Manager, gave a presentation of the item, including the staff recommendation.

DRAFT

Commissioners had no questions for staff.

There was no public comment.

Planning Commission Results

AGENDA ITEM 8a – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO SECTION 146-2.6.5.C.2 OF THE UNIFIED DEVELOPMENT ORDINANCE TO REMOVE THE AUTOMATIC LOCAL LANDMARK DESIGNATION WHEN A PROPERTY IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, BECAUSE THE PROPOSAL IS REQUIRED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE CLG/STATE HISTORIC PRESERVATION OFFICE, AS REQUESTED IN 2021.

Further Discussion:

No further discussion occurred.

Commissioner Hogan recalled a positive, and recent, experience with the Historic Preservation Commission. Commissioner Hogan then asked if it would be appropriate to recuse from the vote on this item.

C. Geddes provided information to address the commissioners question. C. Geddes noted that the Korean War Memorial, which the commissioner referenced, underwent a Certificate of Appropriateness. This is completely different than Local Landmark Designation. For this reason, C. Geddes advised that there should not be a conflict of interest.

Lena McClelland, Assistant City Attorney, stated that this is item is a legislative act not quasi-judicial therefore there should be no concerns regarding conflict of interest for the commissioner.

Chair Walls stated being in favor for this item because it improves public transparency regarding this local landmark processes, particularly for landowners who may be impacted.

Commissioner Bush agreed with Chair Walls. Commissioner Bush then asked, when this designation is given, if there are restrictions similar to what is typical of the federal government.

C. Geddes replied that the strongest guidelines and regulations are at the local level not federal. These guidelines and regulations may differ by city depending on the city's needs. C. Geddes then reviewed local landmarking for the City of Aurora. It was stressed that being granted Local Landmark Designation does not mean changes cannot happen at those locations. Examples were given of Stanley Market Place and Fox Theater.

DRAFT

Commissioner Hogan voiced support for the item noting that this will trigger conversations about historic preservation early. It was also noted that this information about landmarking is important for the development community and property owners to be made aware of.

DRAFT

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **September 10, 2025**
Time: **8:30 a.m.**

Members Present	Chair: Council Member Francoise Bergan, Council Member Danielle Jurinsky
Others Present	Aja Tibbs, Alison Lueck, Ani Karabashian, Ashvina Patel, Becky Hogan, Blake Fulenwider, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brit Vigil, Bruce Dalton, Caitlynn Fortner, Cathy DeWolf, Chad Argentar, Chance Horiuchi, Chris Fellows, Chris Geddes, Claudia Yanez, Connor Bailey, Crystal Vigil, Daniel Krzyzanowski, Dave Carro, David Schoonmaker, David Scott, Deborah Bickmire, Gayle Jetchick, Jake Calegari, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jessica Prosser, Jonathan Woodward, Jose Rodriguez, Julie Patterson, Justin Andrews, Kelly Bish, Laura Perry, Laurie Womer, Layla Rosales, Leah Ramsey, Lena McClelland, Leticia Callanen, Liz Rogers, Maria Alvarez, Marisa Noble, Mayor Michael Coffman, Megan Waldschmidt, Mike Landes, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Stephen E. Rodriguez, Sarah A Woodson, Sarah Pulliam, Stephanie Hancock, Steve N., Steve Timms, Sunny Banka, Susan Sherman, Tim Joyce, Tod Kuntzelman, Tom Oldenburg, T. Scott Williams, Wendy Mitchell, Wendy Vue

1. CALL TO ORDER

2. APPROVAL OF AUGUST 13, 2025, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. UDO Amendment – Text Change for Landmark Designation

Summary of Issue and Discussion:
Chris Geddes, Historic Preservation Specialist

Chris Geddes presented a proposed text amendment to the Unified Development Ordinance (UDO). The amendment is intended to separate the process for local landmark designation from the National Register of Historic Places designation.

C. Geddes explained that Aurora has been a Certified Local Government (CLG) since 1988, which provides access to grant funding, state guidance, and tax credits for local landmarks. The State Historic Preservation Office has requested that the city remove the provision that automatically grants local landmark status to properties listed on the National Register. This change was specifically noted as a requirement in the city's 2021 Quadrennial Review and is needed to ensure compliance before the next review on October 14, 2025.

The primary reason for the change is to ensure due process and transparency for property owners. The current automatic designation prevents property owners from participating in the local public hearing process, where they could voice concerns about potential regulations or restrictions. Separating the processes allows property owners and the City Council to be actively involved in local designation decisions.

The proposed amendment would grandfather in any properties designated prior to January 1, 2026. The Planning and Zoning Commission unanimously recommended the amendment for approval.

CM Jurinsky and Chair Bergan both expressed strong support for the amendment, agreeing that landowner involvement is critical in these decisions. Due to the urgency of the upcoming CLG review, Deputy City Manager Laura Perry recommended the item move directly to the City Council, bypassing the Study Session, with which the committee agreed.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to City Council and bypass Study Session.

Follow-up Action:
Staff will add this item to City Council meeting agenda.

3.b. Highway 30 Landfill Remediation Update

Summary of Issue and Discussion:
Jeffrey Moore, Manager Energy and Environment Division

Jeffrey Moore provided an informational update on the remediation of the city-owned Highway 30 Landfill, which closed in 1975. The landfill is located in Ward II, between E-470 and Highway 30, with Buckley Space Force Base to the west and the Murphy Creek neighborhood to the east. The site is currently used for materials storage by Public Works, Aurora Water, and PROS, and includes an Aurora Water decant bay at its south end. After post-closure monitoring detected contaminants

exceeding state standards, the Colorado Department of Public Health and Environment (CDPHE) issued a compliance order in 2019 requiring the city to remediate the groundwater and soil.

J. Moore reported that the investigation phase, which cost the city approximately $2.5 million, is complete. The investigation included over 100 monitoring points and delineated two waste trenches, identifying three areas where waste is saturated with shallow groundwater at depths of 25–30 feet. Key contaminants found were 1,4-dioxane in the west trench and TCE (trichloroethylene) in the east trench.

The proposed remediation plan, detailed in the CDPHE-approved Assessment of Corrective Measures Report (ACMR), includes regrading the waste areas, installing permeable reactive barriers at the east and north ends, and converting passive methane vents to an active soil vapor extraction system with a combustor. The total estimated cost is $35.5 million. The city has successfully secured $11.4 million in grant funds from the Closed Landfill Remediation Grant Program, which was created by House Bill 23-1194. This funding includes an initial $7.9 million (contract signed March 2025) and an additional $3.5 million (approved by the Advisory Committee on Sept 2 and by CDPHE the following Monday), of which $81,000 had been reimbursed through June.

CDPHE will publish a notice for a 45-day public comment period on the ACMR in the Sentinel on September 25, 2025, with comments accepted through November 9, 2025

Chair Bergan questioned the severity of the contamination, given the decades since the landfill's closure. J. Moore clarified that monitoring showed contaminant levels began to exceed state standards in 2016, prompting the investigation. He assured the committee that the contamination is not currently affecting any individuals but could impact private wells to the north if left unaddressed. As the owner and operator of the landfill, the city is responsible for the cleanup.

Outcome:
Information only.

Follow-up Action:
None required.

3.c. Housing UDO Analysis Update

Summary of Issue and Discussion:
Brandon Cammarata, Manager of Current Planning

Brandon Cammarata provided the monthly update on the Housing UDO Analysis project, which focuses on expanding options for single-family housing types like duplexes and townhomes. The project aims to build on the options created in the 2019

UDO and allow the market to provide more housing price points, while ensuring the development of high-quality neighborhoods.

B. Cammarata reported that the project is on schedule after three months, with the initial engagement phase nearly complete. This included listening sessions with stakeholders and a second developer roundtable scheduled for later in September. The feedback has affirmed the project's direction and informed the ongoing code audit.

Beginning in October, the project team will present topics for policy discussion to the committee and a potential Council Study Session, organized into three categories:

- Greenfield development: Undeveloped land mostly along the E-470 corridor.
- Infill development: Areas within subareas A and B, primarily along the I-225 corridor.
- Design standards: Examples include building architecture, masonry requirements, and on-site parking.

The goal is to begin drafting the new code over the fall and winter, with a target for Council adoption by March 2026. Chair Bergan expressed encouragement at the clear schedule, noting it provides greater certainty for the development community. After Council approval, the ordinance would become effective approximately 30 days later.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council

- Jonathan Woodward

Introduced a new employee, Mike Landes, who recently joined from the state's Office of Economic Development and International Trade.

J. Woodward also announced a new corporate headquarters relocating to Aurora, referred to as Project Trailblazer. He reported that the company, which is in the construction and manufacturing industry, is moving 900 employees to the new location and plans to double in size over the next 10 years. The average salary for these jobs is $89,000. A formal press release with the company's name was scheduled for noon on September 10, 2025.

4.b. Havana Business Improvement District

- Chance Horiuchi

NO REPORT

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

NO REPORT

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Ashvina Patel

NO REPORT

4.i. Visit Aurora
- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for October 8, 2025, at 8:30 a.m. MT.

---

6. ADJOURNMENT

APPROVED: _____

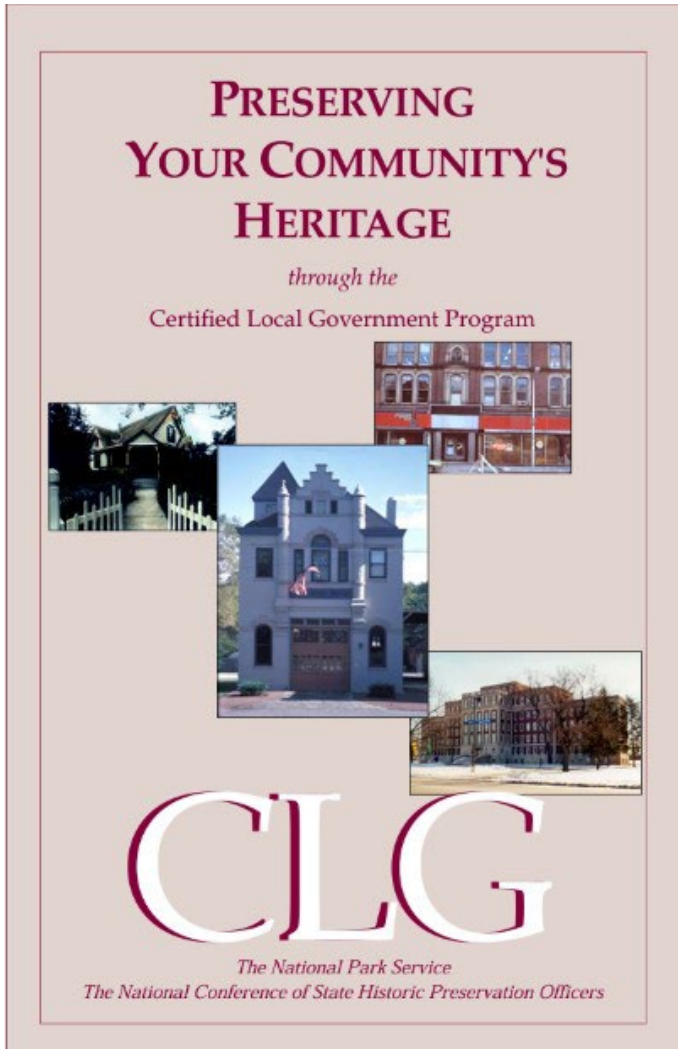
Francoise Bergan, Committee Chair

Request City Council approval for the removal of the requirement that any building/site/structure/object receiving national designation automatically be locally designated.

Aurora Historic Preservation Office

1988

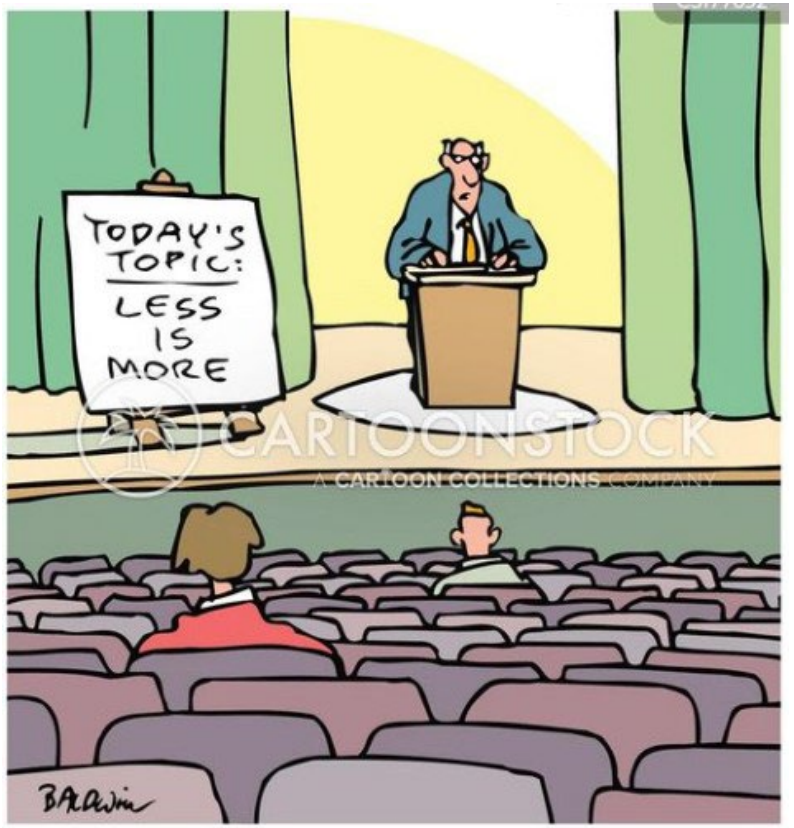
- Aurora has been a Certified Local Government (CLG) for almost 40 years
- Many accomplishments because of this certification
- Financial Benefits
- Guidance
- Webinars and Educational Trainings



- Requested by CLG Coordinator 20+ years ago
- Specifically called out for resolution in our 2021 Quadrennial Review
- 2025 Quadrennial Review scheduled for October 14 and need to report progress/ estimated completion date

History Colorado
STATE HISTORICAL FUND
Preservation for a New Day

This is about DUE PROCESS & BEING INCLUSIVE:



"Wow, excellent turnout."

- This is a matter of allowing the property owner to actively participate in the local process instead of automatically receiving the local designation without having a say in the matter when they obtain National Register designation
- Being listed in the National Register (NR) does not automatically include any additional regulation over properties, so if those designations are carried over to the local register without any additional steps, **then the property owner may be subjected to regulations on their property that they have no idea about**
- Having a separate, public local designation process allows for public notifications and an opportunity for informed participation of the property owner in the local preservation program
- This allows public participation in the local landmark process instead of excluding the property owner

Section 1. The City hereby amends section 146-2.6.5.C.2 of the Unified Development Code of the City of Aurora, Colorado to read as follows:

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- Working with Planning since January 2025
- Presented to P&Z on 8/27 & unanimously recommended this move forward
- Presented to PED on 9/10 with unanimous recommendation to go “straight to the floor”
- CLG Quadrennial Review in October 2025 = urgency
- Study Session 10/6
- 1st Reading by City Council 10/20
- 2nd Reading by City Council 11/3

Planning & Zoning Commission ✓

Planning & Economic Development ✓

Aurora Historic Preservation Office

Any questions?

Chris Geddes
Historic Preservation Specialist
303/739-6661
cgeddes@auroragov.org

Aurora Historic Preservation Office

Will City Council recommend forwarding this item forward for a revision of UDO section 2.6.5.C.2, Chapter 146, Article 146-2 of the Historic Preservation Ordinance?

State Historic Preservation Office/ CLG Coordinator's Request 2/9/2021

Recommendations:

We recommend that the City reconsider its decision to locally review state residential rehabilitation tax credits given the infrequency with which applications are received. We also request that the City update the Unified Development Ordinance, Article 146-2.6.5.C.2 to remove references to the National Register of Historic Places as this does not allow for adequate public participation in the placement of local protections, as required by the CLG Handbook.

CITY OF AURORA
Council Agenda Commentary

Item Title: Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings
Item Initiator: Peter Schulte, City Attorney
Staff Source/Legal Source: Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/14/2024

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.)*

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

Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ 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.)*

If needed, this is notice on the Council Agenda for Council to discuss their rules and procedures moving forward with in-person/virtual council meetings and other matters involving their rules and procedures.

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

If needed, does Council wish to discuss their Rules and Procedures, including, but not limited to, addressing and/or making a decision on whether future council meetings will be in-person/virtual?

LEGAL COMMENTS

The corporate authority and all legislative authority of the City shall be vested in the council, as the governing body of the City. The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. City Code Section 2-32. (Schulte)