NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, September 28, 2026
6:00 PM

Members of the Aurora City Council will participate in the September 28, 2026 Council Meeting.

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

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

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

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

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

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

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

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

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

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan the QR code below to fill out a request form or contact the City Clerk's Office at cityclerk@auroragov.org or 303.739.7094:

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

City of Aurora, Colorado

Monday, September 28, 2026

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:25 PM

AURORA URBAN REWEWAL AUTHORITY EXECUTIVE SESSION

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

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
5:35 PM

REGULAR MEETING OF THE AURORA CITY COUNCIL

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

AGENDA

Regular Meeting of the Aurora City Council

Monday, September 28, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

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

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. REPORTS

   Three (3) minute limit per report.

   9.a Mayor

   9.b Council

10. PUBLIC INVITED TO BE HEARD

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

11. CONSENT CALENDAR - MOTIONS

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

11.a Motions

11.b Planning Matters

11.c Appointments to Boards and Commissions

11.c.1 **Consideration to Remove Two (2) Members from the Aurora Immigrant and Refugee Commission** 7

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

11.c.2 **Consideration to Appoint One (1) Youth Member to the Aurora Youth Commission** 11

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

11.c.3 **Consideration to Appoint Three (3) Members to the Human Relations Commission** 28

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

11.c.4 **Consideration to Reappoint One (1) Member to the Library Board** 51

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

11.c.5 **Consideration to Reappoint Two (2) Members to the Building Code and Contractors Appeals and Standard Board** 94

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

12. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

12.a Resolutions

12.a.1 Amendment to the Colorado Universal Preschool (UPK) Program Intergovernmental Agreement (IGA) for 2026-2030 107

R2026-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS RECREATION DIVISION IN THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE STATE OF COLORADO FUNDING THE COLORADO UNIVERSAL PRESCHOOL PROGRAM

Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Britt Wirth, Assistant City Attorney

12.a.2 Opposition to Colorado Proposition 132 177

R2026-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING COLORADO PROPOSITION 132 (PENALTIES FOR FENTANYL CRIMES) AND AFFIRMING A COMPREHENSIVE, EVIDENCE-BASED APPROACH TO ADDRESSING THE FENTANYL CRISIS

Sponsors: Gianina Horton, Council Member / Robert Andrews, Council Member

Jason Batchelor, City Manager / Peter Schulte, City Attorney

12.a.3 Affordable Housing Lease with Mercy Housing 189

R2026-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE GROUND LEASE BETWEEN CITY OF AURORA AND MHMP 22 AURORA GLOBAL, LLLP (MERCY HOUSING MOUNTAIN PLAINS) FOR AN AFFORDABLE HOUSING PROJECT

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

Outside Speaker: Austin Pierce Flanagan, Hoffmann, Parker, Wilson & Carberry, P.C Law Firm

12.b Finalizing of Ordinances

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

12.b.1 Repealing Sections of Chapter 94 of the City Code Pertaining to Offenses and Miscellaneous Provisions 240

2026-47 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-74, 94-85 AND 94-122, AND REPEALING SECTIONS 94-75, 94-80, 94-149, 94-219, 94-222, 94-223, 94-224, 94-246, 94-248, 94-279, 94-280, 94-281, 94-312, 94-346, 94-347, 94-348, AND 94-385 OF CHAPTER 94 OF THE CITY CODE OF THE CITY OF AURORA PERTAINING TO OFFENSES AND MISCELLANEOUS PROVISIONS

Jason Batchelor, City Manager / Peter Schulte, City Attorney

12.b.2 Evaporative Cooling 267

2026-48 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, PROHIBITING PERMITS FOR NEW BUILDING EVAPORATIVE COOLING MECHANISMS

Sponsors: Amy Wiles, Council Member / Françoise Bergan, Council Member

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

12.b.3 Installation of New Turf and Ornamental Water Features 274

2026-49 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE PROHIBITION AGAINST THE INSTALLATION OF NEW TURF AND ORNAMENTAL WATER FEATURES

Sponsors: Amy Wiles, Council Member / Françoise Bergan, Council Member

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

13. PUBLIC HEARINGS

Public hearings with or without related ordinances.

14. INTRODUCTION OF ORDINANCES

14.a Authorizing the Refunding of the City's 2017 Certificates of Participation (COPs) 295

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

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

15. FINALIZING OF ORDINANCES

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

15.a Socioeconomic Sales and Services Impact Permit 303

2026-45 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

Sponsor: Alison Coombs, Mayor Pro Tem

Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney

16. ANNEXATIONS

Public Hearings and Introduction of Annexation Ordinances

17. RECONSIDERATIONS AND CALL UPS

18. GENERAL BUSINESS

19. PUBLIC INVITED TO BE HEARD

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

20. ADJOURNMENT

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Remove Two (2) Members from the Aurora Immigrant and Refugee Commission
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

The Aurora Immigrant and Refugee Commission consists of eleven (11) voting members appointed by the Aurora City Council. The term length is two (2) years and members may serve up to three (3) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Aurora Immigrant and Refugee Commission respectfully recommends the removal of Alejandra Marinelarena and Angela Guardado from the Aurora Immigrant and Refugee Commission for the following reason(s):

In accordance with the Bylaws, Article IV, 5, a commissioner who is absent for three consecutive regular meetings or one third of all regular meetings in a "rolling" twelve months timeframe automatically vacates the member's position.

Angela Guardado has been absent for all meetings since February 3, 2026.

Alejandra Marinelarena has missed four meetings to date.

Angela Guardado and Alejandra Marinelarena were contacted on July 27, 2026, and both were unresponsive to communication attempts made regarding their absenteeism.

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 Angela Guardado and Alejandra Marinelarena from the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

City Council shall appoint the officers and all members of the boards and commissions as provided in this Charter. Except as otherwise provided herein, such persons shall serve at the pleasure of Council and may be removed at any time, with or without cause. (City Charter, art. III, sec. 3-11) (Wood)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Jose Ramos, Chair, Aurora Immigrant & Refugee Commission

Through: Kendall Koca, Director, General Management

Date: August 19, 2026

Subject: Consideration to Remove a Member from the Aurora Immigrant and Refugee Commission

---

The Aurora Immigrant & Refugee Commission respectfully recommends the removal of Ms. Angela Guardado and Ms. Alejandra Marinelarena from the Aurora Immigrant and Refugee Commission for the following reason(s):

Ms. Guardano has been absent for all meetings since Februray 3, 2026.
Ms. Marinelarena missed four meetings to date.

In accordance with the Bylaws, Article IV, 5, a commissioner who is absent for three consecutive regular meetings or one third of all regular meetings in a "rolling" twelve months timeframe automatically vacates the member's position.

The board member was contacted on the following days regarding the Aurora Immigrant and Refugee Commission's concerns:
July 27, 2026.

The board member's response was as follows: Ms. Guardado has been unresponsive to communication. Ms. Marinelarena has also been unresponsive to communication.

Recommendation

The Aurora Immigrant and Refugee Commission respectfully recommends to city council the removal of Ms. Angela Guardano and Ms. Alejandra Marinelarena from the Aurora Immigrant and Refugee Commission.

CITY OF AURORA
Council Agenda Commentary

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

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The 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. The Commission received five (5) applications and an interview was conducted on August 11, 2026 for the youth vacancies.

Among the applicants were:
Amina Nazaha Kannoth Karuvandavalappil – (Youth)
Rilee Bergquist – (Youth)
Maliya Chadwick – (Youth)
Paige Walker – (Youth)

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

Amina Nazaha Kannoth Karuvandavalappil (Youth) – 1st term beginning 8/1/2026 and ending on 7/31/2028

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Amina Nazaha Kannoth Karuvandavalappil 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). (Wood)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Donna Hunt, Superintendent of Youth Services, Aurora Youth Commission

Through: 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: August 11, 2026

Subject: New Appointment to the Aurora Youth Commission

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

Interview Information

Date of Interviews: August 11, 2026
Applicant Names: Amina Nazaha Kannoth Karuvandavalappil, Rilee Bergquist, Maliya Chadwick, Paige Walker
Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Amina Nazaha Kannoth Karuvandavalappil

Summary: The candidate is an incoming Freshman at Cherokee Trail High School with a strong interest in providing opportunities for cultural education and understanding for youth in Aurora. She has participated in food drives, school supply drives, and assisted in organizing a STEM night at her brother's school. Amina hopes to create opportunities for more food drives organized by the commission and work with other commissioners to generate solutions for problems that they recognize in Aurora.

The Aurora Youth Commission strongly supports the appointment of Amina Nazaha Kannoth Karuvandavalappil as a Youth Member to the term beginning 8/1/2026 ending on 7/31/2028 on the Aurora Youth Commission.

Aurora Youth Commission

Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028
Positions Available 8

Number of applicants in this package 1

- Kannoth Karuvandavalappil, Amina Nazaha

Received: 08/06/2026
Ward VI Resident and Aurora Student
Arapahoe County
Vetted: 08/07/2026

Marcus Bond

Name: Kannoth Karuvandavalappil, Amina Nazaha

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?:
2 years

Are you registered to vote?:

No

Years of Education Completed:
I have completed my education until middle school and I am about to go into high school.

Degree(s) Received:
None

College(s) Attended:
None

Employer Name:
N/A

Employer Address:
N/A

Current Position:
N/A

Years with Current Employer:
None

Work Experience:
None

Certification(s):
None

How are you involved in your community?:
I go to the Aurora Public Library and volunteer for their teen volunteer service Saturday program. I also go to my mosque and help clean up once we are done praying. I have also helped organize food drives. I have also helped organize a backpack drive and gave school supplies to the less fortunate.

List your interests and activities.:
I like hiking, doing crafts, spending time with family and friends, meeting new people, learning new things, and many more

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 want to be more involved in my community and meet more people that are like me. I always loved helping people and my my community and I feel like I would be able to do more of this if I join the Aurora Youth Commission Board.

How much time do you anticipate being able to spend on this appointment each month?:
I can spend my weekends and about 2-3 hours on weekdays .

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:
Aysha Natasha, [redacted]

Reference 2: Full Name, Phone Number and Address:
FNU Safdar, [redacted]

Reference 3: Full Name, Phone Number and Address:
Tilga, [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:
Amina Nazaha Kannoth Karuvandavalappil

Time of Submission: 08/06/26 8:34:02 PM

Aurora Youth Commission

Applicant Package - Ward II

Aurora Youth Commission - Ward II

Term 01 Aug 2026 - 31 Jul 2028
Positions Available 8

Number of applicants in this package 1

- bergquist, rilee

Received: 08/08/2026
Ward II Resident and Aurora Student
Arapahoe County
Vetted: 08/10/2026
Marcus Bond

Name: bergquist, rilee

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?:
16 years

Are you registered to vote?:

No

Years of Education Completed:
10th grade

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:
N/A

Certification(s):
N/A

How are you involved in your community?:
I participate in team sports at school, volunteer at events for pawsitive restoration rescue and foster puppies,

List your interests and activities.:
I enjoy flag football, being social with my friends,

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 want to join the Aurora Youth Commission because I think it would be a fun way to get more involved in my community and meet other teens. I enjoy playing flag football and other sports, and I like being part of a team and working with other people. I would like the chance to share my ideas and help make Aurora a better place for teens. I also think this would be a good opportunity to try something new, become more involved, and build leadership skills for my future.

How much time do you anticipate being able to spend on this appointment each month?:
4-6 hours

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

Yes

If yes, please explain:
school and sports. Flag football and possibly track this year.

Reference 1: Full Name, Phone Number and Address:
Council Member/Grandpa Ruben Medina [redacted]

Reference 2: Full Name, Phone Number and Address:
AJ Medina- Aunt [redacted]

Reference 3: Full Name, Phone Number and Address:
Marcus Pinillo [redacted]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Time of Submission: 08/08/26 9:09:21 PM

Attachments

- HS Unofficial Transcript (1).pdf

Aurora Youth Commission

Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028
Positions Available 8

Number of applicants in this package 1

- Chadwick, Maliya

Received: 07/28/2026
Ward VI Resident and Aurora Student
Arapahoe County
Vetted: 07/30/2026
Marcus Bond

Name: Chadwick, Maliya

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
Non-Applicable

How long have you lived in Aurora?:
My whole life, so approx 16-17 years.

Are you registered to vote?:

Yes

Years of Education Completed:
Entering my senior year of high school this upcoming term.

Degree(s) Received:
None

College(s) Attended:
Arapahoe Community College through duel-enrollment programs

Employer Name:
Non-Applicable

Employer Address:
Non-Applicable

Current Position:
Non-Applicable

Years with Current Employer:
Non-Applicable

Work Experience:
~30 approved volunteer hours, 100+ total hours this year.

Certification(s):
BLS Certification

How are you involved in your community?:
I would consider myself to be very involved in my community, mainly through my volunteering opportunities and acts of service I give, mainly towards the homeless and patients in hospitals. I also am heavily involved in my school community through being a part of the International Baccalaureate Program, IB Student Leadership, HOSA, and more. Im also involved with my school community because I always aim to be a part of different fundraisers, spirit weeks, and other events, which help me to give back to not only my school, but also my community while also demonstrating school spirit.

List your interests and activities.:

I enjoy spending my time doing anything outdoors, for example hiking, camping, slacklining, wake surfing, mountain biking, and everything else. There is nothing I wouldn't try once and I like to spend my free time finding a new hobby or interest. Aside from outdoors, I also enjoy to sew, draw, and read.

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

No

If yes, enter the board name and position:
Non-Applicable

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

No

Why do you desire this appointment?:
I desire this appointment because I believe that being involved and maintaining good standing within your community is very important. It is beneficial because I would be able to gain insight into the inner workings of my home and have a voice in changes that affect me, my family, and my neighbors.

How much time do you anticipate being able to spend on this appointment each month?:
Any time necessary in order to me a highly engaged participant in this board. I could give up to 40 hours a month in order to accomplish this goal, but also remain in good standing with my other engagements.

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

No

If yes, please explain:
Non-Applicable

Reference 1: Full Name, Phone Number and Address:
Tami Bonner[redacted]

Reference 2: Full Name, Phone Number and Address:
John Miller [redacted]

Reference 3: Full Name, Phone Number and Address:
Tiffany Lupher[redacted]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Time of Submission: 07/29/26 5:26:05 PM

Attachments

- IMG_7320.pdf

Aurora Youth Commission

Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028
Positions Available 5

Number of applicants in this package 1

- Walker, Paige

Received: 08/10/2026
Ward VI Resident and Aurora Student
Arapahoe County
Vetted: 08/12/2026

Marcus Bond

Name: Walker, Paige

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?:
8 Years

Are you registered to vote?:

No

Years of Education Completed:
10

Degree(s) Received:
N/A

College(s) Attended:
N/A

Employer Name:
Kathy Smith

Employer Address:
7400 CO-86, Kiowa, CO 80117

Current Position:
Farm Hand

Years with Current Employer:
2

Work Experience:
Position: Farm Hand Description: Assisting with daily farm operations, caring for animals, helping out visitors, maintaining the property and equipment, and completing tasks independently and as part of a team. Posistion: Soccer Referee Description: Officiated youth soccer matches, enforced league rules, made impartial decisions during games, communicated with players and coaches, and helped maintain a safe and respectful environment.

Certification(s):
N/A

How are you involved in your community?:

I am involved in my community in several ways, both through service and civic engagement. Through my involvement in youth government, I have had opportunities to learn more about how local government works and how young people can contribute to their communities. I am also involved in Model UN, which has strengthened my interest in government, international relations, and working with people who have different perspectives. Through NHS and other volunteer opportunities, I have worked to give back to my community through service. I also participate in journalism, where I am given the chance to highlight the people, activities, and stories within my school community. As a soccer referee and farm hand I have also developed responsibility communication and the ability to work with people of different ages and backgrounds. These experiences have taught me that being involved in a community is more than simply participating in organizations it means listening to people, understanding different perspectives, taking responsibility, and finding ways to contribute.

List your interests and activities.:
My interests and activities center around government, civic engagement, service, history, writing, and being involved in my community. I participate in Model United Nations and youth government, which have strengthened my interest in political science, international relations, and public service. I am also involved in NHS and NEHS and participate in school activities such as Link Crew and promoting student clubs. Community service is an important part of my involvement as well. I have volunteered with the Food Bank of the Rockies, helped build garden beds for the city, assisted with Ave Maria Kids Care, helped prepare classrooms and school spaces for the upcoming school year, supported Wish Week and Creekside celebrations, and served as a ball kid at soccer games. I also organized Wreaths Across America, which gave me an opportunity to take on a more active leadership role in a community service project. I am also interested in journalism and writing. Through journalism, I enjoy telling stories and highlighting the people, activities, and perspectives within my school community. I also write poetry and have participated in poetry competitions and publication opportunities. Overall, I enjoy opportunities where I can learn about my community, work with others, serve people, and contribute in a meaningful way.

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 want to take what I have learned about government, civic engagement, and public service and apply it to my own community. Through my involvement in youth government and Model UN, I have developed a strong interest in how decisions are made, how policies affect people, and how different perspectives can come together to create meaningful change. I believe serving on this board would give me the opportunity to listen to members of my community, lean from perspectives different from my own, and contribute as a young person who genuinely wants to be involved. I don't want my involvement in government to stop at learning about it in a classroom. I want to understand the process firsthand and be someone who helps make my community better. Most importantly, I want this appointment because I believe civic engagement is something I should actively participate in, not simply learn about.

How much time do you anticipate being able to spend on this appointment each month?:
I am willing to dedicate the time necessary to be a reliable and active member of the board. I understand that this appointment is a commitment, and I am prepared to attend scheduled meetings, complete and work required outside of meetings, and participate in additional opportunities when my schedule allows. I am committed to balancing this responsibility with my academic obligations while making the board a meaningful priority.

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:
Becky Archunde: [redacted]

Reference 2: Full Name, Phone Number and Address:
Kathy Smith: [redacted]

Reference 3: Full Name, Phone Number and Address:
Clarissa Walker: [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:
Paige Alyse Walker

Time of Submission: 08/10/26 6:22:04 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint Three (3) Members to the Human Relations Commission
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Britt Wirth Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

The Human Relations Commission consists of a total of fifteen (15) members:
- Twelve (12) voting members, including one (1) youth member, appointed by City Council
- One (1) alternate non-voting member appointed by City Council
- One (1) alternate non-voting youth member appointed by City Council
- One (1) non-voting member appointed by the City Manager

The term length is three (3) years and members may serve up to three (3) terms. The expiration date for each term is December 31st. 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 Human Relations Commission currently has eleven (11) vacancies. The Commission received four (4) applications and interviews were conducted on July 8, 2026 and August 6, 2026.

Among the applicants were:

Bobby Click
Jeanette Patterson
Megan Zitek
Sarah Henning

Upon conducting interviews, the Human Relations Commission respectfully recommends the appointment of the following candidates:

Bobby Click – 1st term beginning 1/1/2025 and ending on 12/31/2027
Megan Zitek – 1st term beginning on 1/1/2026 and ending on 12/31/2028
Jeanette Patterson – To complete the partial term beginning on 1/1/2024 and ending on 12/31/2026 and 1st full term beginning on 1/1/2027 and ending on 12/31/2029

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to appoint Bobby Click, Megan Zitek and Jeanette Patterson to the Human Relations 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 human relations commission consists of twelve voting members, including a youth member, one nonvoting member (appointed by the City Manager), one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The twelve voting members and the alternate members shall be of voting age and be registered electors. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, ethnic, and age groups of the community. (City Code § 82-27) (Wood)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Saman Mehdi, Chair, Human Relations Commission

Through: Ryan Lantz, Director, Human Resources

Date: August 11, 2026

Subject: Consideration to Appoint a Member to the Human Relations Commission

---

Board or Commission Name: Human Relations Commission

Number of Vacancies: 11

Interview Information

Date of Interviews: July 8, 2026 and August 6, 2026

Applicant Names: Bobby Click, Jeanette Patterson, Megan Zitek, Sarah Henning

Applicants Interviewed: Bobby Click, Jeanette Patterson & Megan Zitek

Summary

Summary of suggested appointment(s):

Bobby Click submitted an application to the HRC on June 26, 2026. Bobby is a 19 year resident to Aurora. Bobby is currently working in sport safety, and would like to be more involved in his community. Bobby feels very passionately about the importance of representing the underserved in our community and is very eager to the join the Human Relations Commission, believing his community connections and passion for community service will aid the Commission in their mission.

Jeanette Patterson submitted an application to the HRC on July 2, 2026. She is a 22 year resident to Aurora, having spent most of that time working in the Aurora school system. She is now retired and has time to dedicate to her community. She has a passion for bringing community together and feels the HRC would be a good place to apply her skills. The HRC request that Jeanette Patterson complete the partial term beginning on 1/1/2024 ending on 12/31/2026 and be approved to their first term beginning on 1/1/2027 ending on 12/31/2029.

Megan Zitek submitted an application to the HRC on July 22, 2026. She is a 13 year resident to Aurora. She has worked as an educator in the Cherry Creek schools and did a lot of community work through the school system. She now has more time to deciate to other areas of the community and would like to bring her experience to the HRC.

Recommendation

The Human Relations Commission strongly supports the appointment of Bobby Click, Jeanette Patterson & Megan Zitek **as a member on the Human Relations Commission.**

Human Relations Commission

Applicant Package - Ward VI

Human Relations Commission - Ward VI

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 11

Number of applicants in this package 1

- Click, Bobby

Received: 06/26/2026
Ward VI Resident and Registered Voter
Arapahoe County
Vetted: 06/30/2026
Marcus Bond

Name: Click, Bobby

Address: [redacted]

Email: [redacted]

Board Name: Human Relations Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
7 years

Are you registered to vote?:

Yes

Years of Education Completed:
19

Degree(s) Received:
BA; JD

College(s) Attended:
University of Alabam

Employer Name:
EM-Sport Safety

Employer Address:
2373 Central Park Blvd Unit 100, Denver, CO 80238

Current Position:
Executive Director

Years with Current Employer:
3

Work Experience:
Attorney (licensed): ~15 years Legal practice (public defender, litigation): several years U.S. Center for SafeSport: executive leadership Executive Director / consultant / independent investigator: several additional years in leadership

Certification(s):
Law Liscense

How are you involved in your community?:
I believe the best way to serve a community is to be an active part of it. I volunteer with the Donor Alliance to help promote organ and tissue donation, volunteer at my local food bank, and coach youth sports in my community. I have also served in volunteer leadership roles with nonprofit and amateur sports organizations focused on improving governance and creating safer environments for young athletes. As a living liver donor, a husband, and a father, I care deeply about giving back and helping build a community where families can thrive.

List your interests and activities.:

Outside of work, I enjoy spending time with my wife and two sons, coaching and watching youth sports, hiking and exploring Colorado, traveling, reading, and following college football. I enjoy volunteering in the community, supporting organ donation awareness, and staying involved in initiatives that strengthen youth sports, public service, and nonprofit leadership.

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 would like to serve on the Human Relations Commission because I believe every member of our community deserves to be treated with dignity, fairness, and respect. Throughout my career as an attorney and investigator, I have worked on matters involving discrimination, harassment, misconduct, and organizational accountability. Those experiences have shown me the importance of listening to different perspectives, building trust, and finding practical solutions to difficult issues. I want to use my professional experience to help strengthen the Aurora community while continuing to learn from the diverse experiences of its residents. Serving on the Commission would be an opportunity to give back to the city, promote respectful dialogue, and support efforts that help make Aurora welcoming and inclusive for everyone.

How much time do you anticipate being able to spend on this appointment each month?:
I anticipate being able to dedicate approximately 10–15 hours per month to the Commission, including attending meetings, reviewing materials, participating in community events, and serving on committees as needed. I understand the importance of consistent participation and am prepared to make this commitment.

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:
Name: Hannah Hinton [redacted]

Reference 2: Full Name, Phone Number and Address:
Name: Ryan Lipes [redacted]

Reference 3: Full Name, Phone Number and Address:
Name: Mark Flynn [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:

Bobby Click

Time of Submission: 06/26/26 3:45:41 PM

Attachments

- Bobby Click CV (Nonprofit).pdf



Bobby Click

Nonprofit Leader & Sports Executive

Contact Details

[redacted]

Core Skills

- Organizational Strategy and Growth Leadership
- International Governance and Cross-Border Stakeholder Engagement
- Cross-Sector Partnerships (Nonprofit, Corporate, Foundation)
- Business Model Development and Revenue Strategy
- Enterprise Risk Management and Governance
- Regulatory Compliance and Organizational Accountability
- Executive Leadership and Team Development
- Operational Scaling and Systems Implementation
- Stakeholder Engagement and External Relations
- Strategic Communications and Thought Leadership

Professional Profile

Executive leader with more than 15 years of experience across nonprofit, regulatory, and sport organizations, with a focus on Olympic and Paralympic movement governance, athlete-centered systems, organizational growth, and public trust.

Proven record building and scaling national operations, leading multidisciplinary teams of more than 65 professionals, strengthening governance and compliance frameworks, and aligning people, processes, and resources to achieve strategic objectives.

Trusted advisor to boards of directors, CEOs, and executive leadership teams on organizational strategy, board governance, risk management, sport safety, stakeholder engagement, nonprofit operations, and long-term sustainability.

Currently serves as Executive Director of Sport Safety-EM and in an executive leadership role with the International Quadball Association. Previously served as Vice President of Response & Resolution for the U.S. Center for SafeSport, where he helped build and scale one of the largest athlete protection and misconduct response systems in the United States, working closely with national governing bodies, the USOPC, and stakeholders across the Olympic and Paralympic movement.

Executive Leadership Highlights

• Led a national operational division of more than 65 professionals within a highly regulated, high-volume environment involving complex compliance, risk management, stakeholder coordination, and public trust. Oversaw large-scale intake, investigative, and resolution operations supporting thousands of matters annually across a national network of affiliated organizations.

• Extensive experience overseeing enterprise-scale operational systems, strategic planning initiatives, organizational growth efforts, and performance management frameworks. Designed and implemented scalable operational processes, reporting structures, and quality-control systems that improved efficiency, accountability, and organizational responsiveness during periods of rapid growth.

• Trusted advisor to boards of directors, executive leadership teams, regulators, legal counsel, and external stakeholders on matters involving governance, enterprise risk, compliance, organizational strategy, and institutional accountability.

• Proven track record leading mission-driven organizations centered on public trust, accountability, education, prevention, and community impact. Experienced building collaborative, high-performing cultures focused on transparency, stakeholder engagement, operational excellence, and continuous improvement.

• Experienced public speaker and organizational representative regularly engaged with nonprofit leaders, governing bodies, hospitals, universities, community organizations, media representatives, and national and international stakeholders.

• Deep experience across the Olympic and Paralympic movement, including work with national governing bodies, athlete safety systems, governance frameworks, organizational risk, and stakeholder trust.

Career Summary

Nov 2023 – Present **Sport Safety – EM, Denver, Colorado**
Executive Director

Sport Safety is a consulting firm that supports sports organizations and other youth-serving and regulated entities in addressing complex safety, compliance, and misconduct concerns. The firm delivers investigative services, training and education programs, and policy review and development, with a focus on preventing harm, strengthening governance, and promoting accountability across organizational settings.

Key Responsibilities

- Founded and scaled a consulting organization serving national and international clients across the nonprofit, sport, and regulated sectors, delivering services in investigations, compliance, training, and governance.
- Developed and expanded revenue-generating service lines, including advisory engagements, training programs, and policy development, supporting organizational growth and sustainability.
- Built strategic partnerships with national and international governing bodies, nonprofits, and institutional stakeholders.
- Advised executive leadership and boards on governance, enterprise risk, and organizational strategy, supporting decision-making in high-risk and high-visibility environments.
- Led complex organizational response efforts involving significant compliance, operational, and reputational considerations.
- Designed and delivered training and education programs reaching thousands of stakeholders, strengthening organizational accountability and prevention systems.
- Positioned the organization as a trusted partner and thought leader through national presentations, cross-sector collaboration, and repeat client engagements.
- Partner directly with boards of directors and executive leadership to align strategy, governance, and organizational priorities.

May 2019 - Aug 2023 **U.S. Center for SafeSport, Denver, Colorado**
Vice President, Response & Resolution

Led a national operations division responsible for intake, investigation, adjudication support, and resolution across the Olympic and Paralympic movement. Directed a team of 65+ professionals managing thousands of reports annually in a high-risk, high-visibility regulatory environment. Played a key leadership role in scaling the organization's operational capacity, strengthening systems, and supporting the Center's rapid national growth.

Key Responsibilities

- Led and scaled a national division of 65+ staff, overseeing high-volume operations involving complex legal, compliance, and institutional risk.
- Directed the resolution of thousands of matters involving allegations of misconduct, coordinating with law enforcement, outside counsel, and national governing bodies.
- Designed and implemented operational systems governing intake, case management, timelines, and quality control, significantly improving efficiency and scalability.
- Developed performance metrics, reporting frameworks, and management systems to support executive decision-making and organizational accountability.
- Advised executive leadership on enterprise risk, legal exposure, and compliance strategy across a national network of affiliated organizations.
- Played a central role in building and institutionalizing policies and frameworks now used across the U.S. and internationally to safeguard athletes.
- Built and developed high-performing teams, establishing structure, training, and leadership pathways to support sustained organizational growth.
- Contributed to policies and frameworks referenced and applied in international sport and safeguarding contexts.

Aug 2017 - May 2019 **Scott Sullivan Streetman & Fox, Birmingham, Alabama**
Attorney

Managed complex civil litigation matters from initial intake through trial, coordinating case strategy, discovery, expert witness development, and trial preparation. Worked closely with multi-attorney teams and litigation staff to handle high-exposure cases involving institutional liability and allegations of abuse, ensuring effective case management and strategic alignment across the legal team. Conducted depositions, evidentiary hearings, and jury trials in both state and federal courts, and developed litigation strategies that balanced risk management considerations, settlement negotiations, and trial advocacy to achieve favorable outcomes for clients.

Aug 2015 - Aug 2017 **Parkman White, Birmingham, Alabama**
Attorney

Developed and implemented litigation strategies for commercial and individual clients across a range of civil and criminal matters, with particular focus on cases involving allegations of sexual or physical abuse. Managed cases through all phases of litigation, including investigation, discovery, motion practice, and trial preparation, while coordinating with attorneys, investigators, and support staff to ensure effective case progression. Represented clients in municipal, state, and federal courts throughout Alabama, conducting hearings, depositions, and trial proceedings. Handled complex and high-risk matters requiring careful evidentiary analysis, strategic negotiation, and courtroom advocacy.

Nov 2014 - Aug 2015 **Carr Allison, Birmingham, Alabama**
Attorney

Provided expert legal counsel to firm clients on civil matters, specializing in leading mediation and settlement negotiations to achieve favorable outcomes. Represented clients in contested litigation, demonstrating proficiency in drafting motions and pleadings, conducting and responding to discovery, negotiating settlements, and advocating for clients at hearings and trials.

Dec 2011 - Dec 2014 **Tuscaloosa County Public Defender's Office, Tuscaloosa, Alabama**
Assistant Public Defender

Provided legal representation to individuals charged with various criminal offenses, with a notable focus on cases involving sexual offenses, including rape and sexual assault of a child. Engaged in comprehensive litigation, discovery, settlement negotiations, and pre-trial/trial activities for criminal cases ranging from misdemeanors to capital-level offenses. Represented a diverse client portfolio in jury trials, bench trials, hearings, and appeals throughout Tuscaloosa County.

Education

- **Juris Doctor** | University of Alabama School of Law | Graduated cum laude. Served as a masthead member of the Journal of the Legal Profession and received multiple prestigious awards, including membership in the Bench and Bar Legal Honor Society, recognition from the Public Service Institute, and induction into the esteemed Order of the Samaritan.
- **Bachelor of Arts** | University of Alabama

Additional Areas of Expertise

Nonprofit and Organizational Management

Strategic Planning and Organizational Execution: Lead development and execution of strategic initiatives that align organizational priorities, financial resources, and program delivery to achieve mission-driven outcomes. Experienced in assessing organizational needs, identifying growth opportunities, and translating strategic objectives into operational plans that strengthen performance, accountability, and long-term sustainability.

*Fundraising and Partnership Development***:** Experience developing revenue-generating services, cultivating strategic partnerships, supporting sponsorship and grant opportunities, and building mission-aligned relationships with national governing bodies, nonprofits, institutional partners, and sport stakeholders.

Financial Management: Experience supporting financial oversight within mission-driven organizations, including budgeting, forecasting, financial reporting, and responsible stewardship of organizational resources. Contributed to financial planning and operational alignment within an organization managing approximately $14 million in annual program resources. Work collaboratively with executive leadership and boards to support strategic financial decision-making while maintaining compliance with regulatory requirements, grant conditions, and donor expectations.

International Governance and Leadership (International Quadball Association):
Serve as Executive Director of the International Quadball Association, leading governance, strategic planning, and organizational development across a globally distributed membership. Partner with international stakeholders, national federations, and organizational leaders to strengthen governance frameworks, support cross-border collaboration, and guide long-term growth and sustainability. Advise on policy development, compliance, and dispute resolution within a multi-jurisdictional environment, navigating complex regulatory, cultural, and operational considerations.

Speaking and Training

Regularly invited to present to nonprofit leaders, sport governing bodies, universities, and international organizations on topics related to safeguarding, governance, misconduct prevention, and organizational accountability. Delivered more than 100 workshops and trainings designed to help organizations strengthen policies, improve response to allegations, and create safer environments for youth and athletes.

Human Relations Commission

Applicant Package - Ward V

Human Relations Commission - Ward V

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 11

Number of applicants in this package 1

- Patterson, Jeanette

Received: 07/02/2026
Ward V Resident and Registered Voter
Arapahoe County
Vetted: 07/06/2026
Marcus Bond

Name: Patterson, Jeanette

Address: [redacted]

Email: [redacted]

Board Name: Human Relations Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
22 years

Are you registered to vote?:

Yes

Years of Education Completed:
21 years of education

Degree(s) Received:
Ed.D.

College(s) Attended:
Hutchinson Community College Emporia State University University of Phoenix NOVA SE University

Employer Name:
Lincoln Hills Cares

Employer Address:
608 26th Street, 2nd Floor Denver CO 80205

Current Position:
Executive Director

Years with Current Employer:
5 years

Work Experience:
29 years as a public school educator 24 years with CCSD and 5 years with Adams 14 SD I have served as a substitute teacher, teacher, Assistant Principal, Principal, District administrator in Human Resources, Curriculum/ Instruction, Equity Director

Certification(s):
Teachers and Principal Certification DEI Certificate from Cornell Executive Leadership Certificate from Cornell

How are you involved in your community?:
The reason for me applying for this commission is to get involved. Since I am retired and working for a non profit it is now time for me to get involved with our community.

List your interests and activities.:
Shorter Community AME Church - Church reading walking traveling visiting museums singing

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

No

If yes, enter the board name and position:
NA

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

No

Why do you desire this appointment?:
I just want to make an impact in my community. With the state of the country, we need people to help in bringing communities and this country back together. I get along with others and I have the desire to the change in this world.

How much time do you anticipate being able to spend on this appointment each month?:
5-10 hrs

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

No

If yes, please explain:
NA

Reference 1: Full Name, Phone Number and Address:
Joanna Miller [redacted]

Reference 2: Full Name, Phone Number and Address:
Jeriod Patterson [redacted]

Reference 3: Full Name, Phone Number and Address:
Lisa Ruiz [redacted]

How did you hear about us?:

Newspaper

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

Time of Submission: 07/02/26 11:58:02 AM

Human Relations Commission

Applicant Package - Ward VI

Human Relations Commission - Ward VI

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 11

Number of applicants in this package 1

- Zitek, Megan

Received: 07/22/2026
Ward VI Resident and Registered Voter
Arapahoe County
Vetted: 07/22/2026
Marcus Bond

Name: Zitek, Megan

Address: [redacted]

Email: [redacted]

Board Name: Human Relations Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
13 years

Are you registered to vote?:

Yes

Years of Education Completed:
Masters+

Degree(s) Received:
BA History - Education MA Curriculum and Instruction Principal Certificate - Educational Leadership

College(s) Attended:
CSU CU Denver Regis

Employer Name:
Cherry Creek Schools

Employer Address:
4610 S. Ulster St., Suite 1001, Denver, CO 80237

Current Position:
Assistant Principal

Years with Current Employer:
26

Work Experience:
18 years teaching middle school, 7 years in an administrative role

Certification(s):
Principal License

How are you involved in your community?:
I've done a lot of community work within my three schools. I would like to do more now that my kids are young adults.

List your interests and activities.:
Hiking, walking, biking, outdoor fun, strength training, DIY, reading.

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 would love to be able to serve my community in a different way. I lead with an equity mindset.

How much time do you anticipate being able to spend on this appointment each month?:
Since this would be new for me, I am unsure of the time commitment. However, I do have a lot of time available.

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:
Nancy Lopez-Williams [redacted]

Reference 2: Full Name, Phone Number and Address:
Brad Weinhold[redacted]

Reference 3: Full Name, Phone Number and Address:
Dee Hallman [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:
Megan Elizabeth Zitek

Time of Submission: 07/22/26 11:04:20 AM

Human Relations Commission

Applicant Package - Ward IV

Human Relations Commission - Ward IV

Term 01 Jan 2026 - 31 Dec 2028
Positions Available 14

Number of applicants in this package 1

- Henning, Sarah

Received: 2/26/2026
Ward IV Resident and Not a Registered Voter
Arapahoe County
Vetted: 2/27/2026
Marcus Bond

Name: Henning, Sarah

Address: [redacted]

Email: [redacted]

Board Name: Human Relations Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
2 years

Are you registered to vote?:

Yes

Years of Education Completed:
14

Degree(s) Received:
REC 33 Real Estate

College(s) Attended:
Colorado Real Estate College, University of Northern Texas

Employer Name:
Self employed

Employer Address:
11295 E. Baltic Place Aurora, CO 80014

Current Position:
Promotions and Self Care Awareness

Years with Current Employer:
4

Work Experience:
Full cycle accounting, accounts payable, accounts receivable, reception, lunch lady for Jeffco Public Schools

Certification(s):
REC 33 Real Estate, Associates in Accounting

How are you involved in your community?:
I volunteer with my local church and help serve the homeless as well. I volunteer for different organizations across the Metro area, including fun runs, school activities, and other charity events.

List your interests and activities.:
All Colorado sports, the outdoors and nature, car enthusiast and love going to conventions of all kinds.

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

No

If yes, enter the board name and position:
na

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

No

Why do you desire this appointment?:
I would love to get more involved in the city. I am a former member of the Economic Development Commission in the city of Golden and would love to continue my civil service here in Aurora!

How much time do you anticipate being able to spend on this appointment each month?:
As mush as needed. I have a pretty open schedule and this will take president over other things that may come my way.

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

No

If yes, please explain:
na

Reference 1: Full Name, Phone Number and Address:
Nicholas Garner [redacted]

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

Reference 3: Full Name, Phone Number and Address:
Marci Garlock [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:
Sarah Kathleen Henning

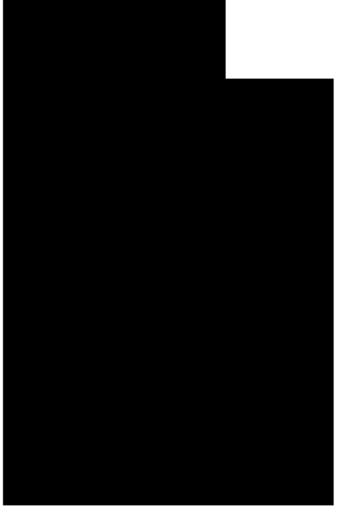
Time of Submission: 02/26/26 7:27:06 PM

Attachments

- Sarah Henning Resume 01.09.26.pdf

Sarah Henning

Detail-oriented financial professional with over 4 years of dedicated experience in Accounts Payable and Receivable, complemented by recent leadership as a Kitchen Manager. I am an expert in invoice processing, three-way matching, and account reconciliation. My skills are backed by my proven ability to manage high-volume data entry with extreme accuracy while overseeing complex inventory and vendor ordering systems



Jefferson County Public Schools — *Kitchen Manager* 2022 - 2024

Oversaw daily cafeteria operations, managing staff, food prep (cooking, baking), inventory, ordering, and ensuring compliance with health/safety standards (like ServSafe), all while promoting positive school community relations and supporting student nutrition goals, with responsibilities including staff training

- **Inventory & Procurement**: Managed weekly food and supply procurement, maintaining precise inventory levels to minimize waste and ensure 100% stock availability.
- **Invoice Verification**: Performed regular audits of vendor deliveries, matching physical shipments to digital invoices to ensure billing accuracy.
- **Budget Compliance**: Monitored food costs and labor hours to meet strict district business requirements and fiscal targets.
- **Data Integrity**: Maintained accurate digital records for daily meal counts, production sheets, and inventory logs in accordance with state and federal regulations

Colorado & Denver Bar Associations — *AR / AP Clerk* 2016 - 2018

Managed the company's money flow by handling incoming customer payments (Accounts Receivable - AR) and outgoing vendor bills (Accounts Payable - AP), involving invoice processing, data entry, payment runs, account reconciliation, resolving discrepancies, and maintaining financial records, all while ensuring accuracy and compliance with financial policies, requiring strong attention to detail and organizational skills

- **Invoice Processing**: Processed high volumes of vendor invoices (AP) and customer payments (AR).
- **Discrepancy Resolution**: Expertly resolved billing issues by reconciling vendor statements against the General Ledger, safeguarding data accuracy.
- **Compliance**: Maintained rigorous financial records and documentation, ensuring audit readiness and adherence to internal control policies.
- **Data Entry**: Utilized 10-key numeric skills for rapid and accurate data entry, supporting timely financial reporting

Clinica Family Medicine — *AP Data Entry Specialist* 2013 - 2015

Accurately processed financial transactions, mainly vendor invoices, by entering data into accounting systems, verifying details against purchase orders, resolving discrepancies, and ensuring proper approvals.

- **Three-Way Matching**: Verified invoice details against purchase orders (POs) and receiving documents to ensure **100% accuracy** and proper approvals.
- **Month-End Support**: Supported month-end close activities by ensuring all entries were processed and records organized for **audit readiness**.
- **Discrepancy Resolution**: Proactively resolved vendor discrepancies.

High Volume Data Entry

General Ledger

Reconciliation

Bank & IRS Audits

Tax Filings

AR & AP

Month End Close

Cash Receipts

Vendor Profile Maintenance

Inventory Management

Records Management

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Library Board
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Library Board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code.

The Library Board consists of fifteen (15) members appointed by city council. The term length is three (3) years and members may serve up to three (3) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Library Board currently has eleven (11) vacancies and the Board received eight (8) applications.

Among the applicants were:
Niketa Patel
Jacob Friend
Erin Gold
Martha Neth
Natalie Palmer
Mark Pankow
Barbara Schneller
Lorilee Thomas

The Library Board respectfully recommends the reappointment of the following candidate:

Niketa Patel – 2nd term beginning June 16, 2026 and ending June 15, 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 support the reappointment of Niketa Patel to the Library Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The Library Board shall consist of up to fifteen (15) members. No library board member shall serve more than three consecutive terms. (City Code § 2-297) The term length of each library board member is three years. (City Code § 2-772) (Wood)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Patrick Waggoner, Chair

Through: Ginger White Brunetti, Director, Library & Cultural Services and Cecilia Zapata, Deputy City Clerk

Date: August 14, 2026

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

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Number of Vacancies: 11

Interview Information

Date of Interviews: N/A

Applicant Names: Niketa "Nikky" Patel, Jacob Friend, Erin Gold, Martha Neth, Natalie Palmer, Mark Pankow, Barbara Schneller, Lorilee Thomas

Applicants Interviewed: N/A

Summary of suggested appointment(s):

Niketa "Nikky" Patel is reapplying for her position on the Library Board. The Board members fully support her reappointment.

Recommendation

The Library Board strongly supports the reappointment of Niketa "Nikky" Patel as a member(s) on the Library Board.

Library Board

Applicant Package - Ward VI

Library Board - Ward VI

Term 16 Jun 2023 - 15 Jun 2026
Positions Available 11

Number of applicants in this package 1

- Patel, Niketa

Received: 06/24/2026
Ward VI Resident and Registered Voter
Arapahoe County
Vetted: 06/24/2026
Marcus Bond

Name: Patel, Niketa

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
5 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
BA, and MA

College(s) Attended:
Whittier College Harvard University

Employer Name:
Accenture

Employer Address:
999 18th street Denver, CO 80202

Current Position:
Senior Manager

Years with Current Employer:
less than 1

Work Experience:
Senior Manager, Public Sector, Accenture (2026–Present) Former Director of Boards and Commissions, Office of the Governor, State of Colorado (2022–2026), overseeing executive appointments for more than 350 boards and commissions and advising state leadership on governance and public policy matters. Former Director of Special Projects and Deputy Director of Boards and Commissions for the State of Colorado, leading cross-agency initiatives, governance modernization efforts, and stakeholder engagement strategies. Prior private-sector experience includes government and public-sector sales leadership at DualDraw, managing complex relationships with federal, state, and local government organizations.

Certification(s):
Harvard University Certificate in Organizational Behavior, certified scrum master

How are you involved in your community?:

I am actively involved in my community through volunteer service, civic engagement, and nonprofit board leadership. I currently serve on the Aurora Public Library Board and the Colorado Women's Foundation Empowerment Council. Throughout my career, I have worked to expand public participation in government, strengthen community institutions, and support educational and civic initiatives. I regularly volunteer my time to causes focused on education, leadership development, and community advancement.

List your interests and activities.:
Reading, lifelong learning, public libraries, hiking, skiing, community service, governance and civic engagement, spending time with my family, and participating in educational and cultural activities with my son. I particularly enjoy visiting local libraries with my son and encouraging a love of reading and learning from an early age.

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

Yes

If yes, enter the board name and position:
Aurora Public Library Board of Directors (June 2024–Present) Colorado Women's Foundation Empowerment Council (January 2022–Present)

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

Yes

Why do you desire this appointment?:
I am seeking reappointment because I am passionate about the Aurora Public Library's role in expanding access to education, literacy, and community resources. As a current Board member, parent, and public-sector leader, I bring governance experience and a strong commitment to ensuring the library continues to serve Aurora's diverse and growing community.

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:
n/a

Reference 1: Full Name, Phone Number and Address:
Dharam Patel [redacted]

Reference 2: Full Name, Phone Number and Address:
Kate Siegel Shimko [redacted]

Reference 3: Full Name, Phone Number and Address:
Danielle Oliveto [redacted]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Time of Submission: 06/24/26 12:10:21 AM

Attachments

- NPatel Resume.pdf

NIKKY PATEL

PROFESSIONAL EXPERIENCE

Senior Manager, Public Sector | **Accenture** • *June 2026 – Present*

- Support large-scale technology and modernization projects for state, local, and higher education institutions across Colorado.
- Focus on operational efficiency, systems integration, and AI adoption to help public sector clients improve services for residents.

Director of Boards and Commissions | **Office of the Governor, State of Colorado** • *October 2022 – June 2026*

- Led statewide strategy and oversight for executive appointments across 350+ statutory boards and commissions, including all public higher education institutions in Colorado.
- Served as senior advisor to the Governor, Chief of Staff, and cabinet on executive talent, governance, and agency leadership.
- Built trusted relationships across Colorado's public colleges, universities, municipalities, counties, and state agencies.

Director of Special Projects | **State of Colorado** • *July 2021 – September 2022*

- Led the operational launch of the Colorado Department of Early Childhood, consolidating multiple legacy programs under a $600M budget.
- Served as cross-agency integrator across policy, HR, legal, and operations during agency startup.

Deputy Director of Boards and Commissions | **State of Colorado** • *June 2020 – July 2021*

- Operationalized governance systems for 350+ boards, implementing tech-enabled appointment workflows and stakeholder engagement processes.

Sales Manager | **DualDraw** • *May 2013 – June 2019*

- Carried a $15.4M annual quota, closing complex multi-year deals with federal, state, and local government agencies and public universities.
- Managed full sales lifecycle from opportunity identification through contract execution on large, multi-product government deals.

EDUCATION

Master of Liberal Arts in Management — Harvard University

Bachelor of Arts, Political Science & Business — Whittier College

COMMUNITY INVOLVEMENT

Board of Directors Member | Aurora Public Library • *June 2024 – Present*

Empowerment Council Member | Colorado Women's Foundation • *January 2022 – Present*

COVID Relief Fund Review Committee | Colorado COVID Relief Fund • *January 2020 – August 2021*

Library Board

Applicant Package - Ward I

Library Board - Ward I

Term 16 Jun 2023 - 15 Jun 2026
Positions Available 9

Number of applicants in this package 1

- Friend, Jacob

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

Name: Friend, Jacob

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
1.5 years

Are you registered to vote?:

Yes

Years of Education Completed:
undergradutate

Degree(s) Received:
Bachelor's

College(s) Attended:
University of Illinois Springfield

Employer Name:
Colorado Department of Regulatory Agencies

Employer Address:
1560 Broadway St, Denver, CO 80202

Current Position:
Human Resources Specialist

Years with Current Employer:
1.2

Work Experience:

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

Certification(s):
Prosci Change Management

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

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

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

No

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

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

No

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

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

I will make arrangements as needed.

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

No

If yes, please explain:
N/A

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

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

Reference 3: Full Name, Phone Number and Address:
William Cummins, [redacted]

How did you hear about us?:

Other

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

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

Attachments

- Board Resume CURRENT.pdf

Jacob (Jake) Friend

[redacted]

EXPERIENCE

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

NOVEMBER 2024 - PRESENT

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

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

JUNE 2022 - JULY 2024

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

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

AUGUST 2019 - JUNE 2022

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

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

JANUARY 2022 - FEBRUARY 2022

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

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

JANUARY 2017 - APRIL 2017

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

Jacksonville Municipal Airport - *Line crew/Grounds Maintenance*

AUGUST 2013 - OCTOBER 2020

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

EDUCATION

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

AUGUST 2013 - MAY 2017

Cum Laude, 3.66 GPA

Languages

- English
- Spanish *(beginner)*

Library Board

Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Gold, Erin

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

Name: Gold, Erin

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
4 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

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

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

Employer Name:
Aurora Public Schools

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

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

Years with Current Employer:
3

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

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

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

List your interests and activities.:

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

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

No

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

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

No

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

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

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Kyle Hirsch Info available upon request

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

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

How did you hear about us?:

Word of Mouth

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

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

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Neth, Martha

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

Name: Neth, Martha

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
19 years

Are you registered to vote?:

Yes

Years of Education Completed:
All of them

Degree(s) Received:
BA, MA, MLS

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

Employer Name:
RMCAD

Employer Address:
1600 Pierce St, Lakewood, CO 80214

Current Position:
Director of the Learning Commons

Years with Current Employer:
8 years

Work Experience:
see cv

Certification(s):
n/a

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

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

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

No

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

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

No

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

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

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

No

If yes, please explain:
n/a

Reference 1: Full Name, Phone Number and Address:
Lynette Lang [redacted]

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

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

How did you hear about us?:

Outreach by City Clerk's Office

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

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

Attachments

- NETH_CV_2026.pdf

Martha Clare Neth

[redacted]

EXPERIENCE

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

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

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

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

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

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

Acting Head of Reader Services

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

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

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

EDUCATION

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

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

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

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

PUBLICATIONS

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

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

CERTIFICATIONS

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

UNIVERSITY SERVICE

RMCAD

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

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

CONFERENCE PRESENTATIONS

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

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

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

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

CONFERENCES ATTENDED

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

PROFESSIONAL MEMBERSHIPS

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

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

American Library Association

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

Library Board

Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Palmer, Natalie

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

Name: Palmer, Natalie

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
2 Years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
BS Business Administration; MA Educational Leadership and Policy Studies

College(s) Attended:
University of Northern Colorado

Employer Name:
University of Colorado Anschutz

Employer Address:
CU Physical Therapy Program Education 2 South 3rd Floor, Room 3106. Mail Stop C244 13121 E. 17th Avenue Aurora, CO 80045

Current Position:
Academic Services Professional

Years with Current Employer:
3

Work Experience:
CU Anschutz - Academic Services Professional UCHealth - IT Training Supervisor; IT Trainer Spokane Falls Community College - Instructor Eastern Washington University - Research Assistant Central Washington Hospital - Clinical Informatics Training Specialist CU Boulder - Hall Director Slippery Rock University - Coordinator of Residence Education University of Northern Colorado - Residence Hall Director

Certification(s):
Association for Training and Development Associate Professional in Training and Development

How are you involved in your community?:
Former Arapahoe Library District Trustee Volunteer with youth in foster care Aurora Parks and Rec pottery classes Employee of CU Anschutz

List your interests and activities.:
Reading; pottery; baking; foster youth support and development

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 current position

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

No

Why do you desire this appointment?:
As a previous member of the ALD Board of Trustees, I would like to re-engage with the work of the library board. I believe strongly in the importance of libraries in the community, and want to utilize my skills and experience to support library staff, community members, and the mission of the libraries.

How much time do you anticipate being able to spend on this appointment each month?:
10-20 hours, more if supporting special events

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:
Amy Sturrock [redacted]

Reference 2: Full Name, Phone Number and Address:
Lara Canham [redacted]

Reference 3: Full Name, Phone Number and Address:
Kristin Lowe [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:
Natalie E Palmer

Time of Submission: 08/13/26 4:21:59 PM

Attachments

- Natalie Palmer Cover Letter.pdf

- Natalie Palmer Resume.pdf

NATALIE PALMER

[redacted]

13 August 2026

Dear Selection Committee:

It is a privilege to submit my name for consideration for appointment to the Aurora Library Board. As a proud Aurora resident, I have witnessed firsthand the invaluable role our public libraries play in enriching lives, fostering lifelong learning, and creating opportunities for connection and growth across our diverse community. I am deeply appreciative of the exceptional services Aurora libraries provide and would welcome the opportunity to help guide their future success.

My previous service as a Trustee for the Arapahoe Library District Board has provided me with a strong understanding of the responsibilities and impact of library governance. I understand the critical role board members play in establishing a long-term vision, ensuring sound stewardship of public resources, supporting effective policies, and advocating for library services that meet the evolving needs of the community. Strong library leadership is essential to building welcoming, inclusive spaces where all residents can learn, connect, and thrive.

Throughout my professional and volunteer work, I have been dedicated to helping individuals develop the knowledge, skills, and opportunities that enable them to lead meaningful and fulfilling lives. My experience working with nonprofits serving diverse populations has reinforced the importance of equitable access, community engagement, and ensuring that all voices are heard and valued. I am passionate about creating environments where people feel supported and connected to resources that help them achieve their goals.

I was raised with a love of libraries. As the daughter of an English teacher, I learned to love books from an early age. My grandmother, in rural Montana, helped establish the library of the rural community she lived in. From small rural towns to large metropolitan areas, I have had a library card in every town I've lived in since I was old enough to sign the application. I would like nothing more than to bring that love of libraries with me as I serve.

Sincerely,

Natalie Palmer

Natalie Palmer

[redacted] [redacted]

Education

University of Northern Colorado

Master of Arts, Educational Leadership and Policy Studies
Emphasis in College Student Personnel Administration

University of Northern Colorado

Bachelor of Science, Business Administration, Emphasis in Management

Experience

University of Colorado Anschutz

Academic Services Professional, August 2023-Present
Communicate with prospective students and academic advisors in the areas of recruitment and admissions
Coordinate and participate in recruitment events locally, nationally, and virtually
Collaborate closely with teams, including recruitment and admissions committee, faculty, and personnel
Process student applications through holistic reviews and interviews, including communications with students and faculty for completion of applications, scheduling, ranking, and integration of data between systems
Provide administrative support for outreach initiatives

UCHealth

IT Training Supervisor, February 2022 - August 2023
IT Trainer, April 2018-February 2022
Supervise, hire, train, and evaluate professional staff
Project planning, coordination, and implementation
Training coordination for hospital and affiliate staff
Communication and partnership with internal and external stakeholders
Metro Inclusion Committee member
Online, lab, and traditional classroom instruction and material development

Spokane Falls Community College

Instructor, Business Technology and Management, August 2013-August 2017
Online, lab, and traditional classroom instruction
Student advisement
Instructional design of classroom and online materials
Transformed traditional instructor-led course to on-line course
Campus committee work, including Diversity, Equity, and Inclusion

Eastern Washington University

Research Assistant, Safety Voice for Ergonomics Project, October 2015 – August 2017

Program support and coordination for five-year $1M NIOSH funded grant
Online module and supporting material creation
Administrative and project management

Central Washington Hospital

Clinical Informatics Training Specialist, August 2009-October 2011

Classroom and individual computer application training
Created online and instructor led training courses
Created educational support materials and training guides
Real-time problem-solving and support for all hospital roles

University of Colorado at Boulder

Hall Director, June 2001-July 2002

Manager for 24-hour operations of residential facility
Selected, trained, and supervised classified, graduate, and student staff
Instructor for departmental diversity curriculum
University judicial hearing officer and student support
Departmental and university committees, including Student Leadership, Restorative Justice, and Student Handbook

Slippery Rock University of Pennsylvania

Coordinator of Residence Education, July 1999-May 2001

Manager for 24-hour operations of residential facility
Selected, trained, supervised, and evaluated graduate and student staff
Judicial hearing officer and student support
Developed and implemented educational, cultural, and social programs
Departmental and campus committees, including Staff Selection and Continuous Improvement

University of Northern Colorado

Residence Hall Director, August 1997-May 1999

Manager for 24-hour operations of residential facility
Selected, trained, supervised, and evaluated student staff
Judicial hearing officer and student support
Instructor for First Year Experience
Departmental committees, including Diversity, Staff Training, and Staff Selection
Summer Conference Services

Northeastern Junior College

Resident Hall Director, August 1996-May 1997

Selected, trained, supervised, and evaluated student staff
Judicial hearing officer and student advisement
Educational programs, social activities, and community guidelines
Development of programming philosophy and guidelines

Nonprofit Experience

Arapahoe Library District

Trustee, April 2021-June 2023

Member of Board of Trustees, establishing policies and employing the Library Director to carry out policies and manage the District. Oversee $43M budget.

Toastmasters International

Region Advisor, April 2016-June 2017
District 9 Executive Team, 2012-2016

Provide ongoing training and operational support to volunteer leaders, including workshops and keynote presentations at regional and international trainings
Strategic planning and budget management; developing and facilitating training;
Semifinalist, 2010 World Championship of Public Speaking

Library Board

Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Thomas, Lorilee

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

Name: Thomas, Lorilee

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
40 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Bachelor of science

College(s) Attended:
Regis university

Employer Name:
Empower

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

Current Position:
Sr. Account manager

Years with Current Employer:
20

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

Certification(s):
6 and 63 license

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

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

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

No

If yes, enter the board name and position:

None

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

No

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

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

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

No

If yes, please explain:
None

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

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

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

How did you hear about us?:

Outreach by City Clerk's Office

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

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

Library Board

Applicant Package - Ward III

Library Board - Ward III

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Pankow, Mark

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

Name: Pankow, Mark

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
9 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Bachelor of Science, Double Major Accounting and Management

College(s) Attended:
Purdue University

Employer Name:
Liberty Global

Employer Address:
1550 Wewatta St. Suite 1000 Denver, CO 80202

Current Position:
Senior Manager, Corporate Accounting

Years with Current Employer:
4

Work Experience:
13 years of professional experience in accounting and finance. 9 years at Dish Network, 4 years at Liberty Global. Please see the attached resume for more information.

Certification(s):
None

How are you involved in your community?:
I have participated previously in Aurora Youth Options, have been a youth soccer coach, play pick-up and rec soccer in the community, have volunteered on occasion at places such as Village Farm at Stanley, Food Bank of the Rockies, Project CURE, and Metro Caring Food Pantry.

List your interests and activities.:
Hiking, snowboarding, playing soccer, basketball, non-fiction books, current events, biking, volleyball, learning new things.

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 would love to become further engaged in the community and help to create a great community for my new daughter to grow up in. Please see the attached cover letter for more detail.

How much time do you anticipate being able to spend on this appointment each month?:
As much as is required. My work schedule is flexible enough to ensure success in this role.

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:
Micah Gurard-Levin [redacted]

Reference 2: Full Name, Phone Number and Address:
Ignacio Ortega[redacted]

Reference 3: Full Name, Phone Number and Address:
Kyle Lauchmen [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:
Mark Pankow

Time of Submission: 08/14/26 11:21:57 AM

Attachments

- Mark_Pankow_Cover_Letter_2026_Library.pdf

- Mark_Pankow_Resume_2026_Library.pdf

August 14, 2026

To: Library Board of Trustees of the Aurora Public Library
Subject: Board Application

Dear Members of the Board,

I am writing to express my strong interest in serving on the Aurora Public Library Board of Trustees. Having made Aurora my home since 2017, I have become a dedicated advocate for this city. I deeply value the "World in a City" atmosphere that defines us—our incredible diversity, culinary landscape, and vibrant neighborhoods.

My commitment to this community is reflected in the ı me I have invested in it. Whether it is cycling our city's extensive trail network, mentoring a youth through Aurora Youth Opı ons, or coaching local youth soccer, I have always sought ways to contribute to the fabric of our city. As my wife and I prepare to welcome our first child in September, my focus has naturally shiı ed toward the future. I want to help ensure that Aurora remains a thriving, welcoming, and intellectually rich environment for her to grow up in. I believe the library is the perfect place to start that work.

Growing up in Indianapolis, my local library was a cornerstone of my childhood—a sanctuary where I could saı sfy my curiosity and parı cipate in transformaı ve programs like summer reading. Today, I am a frequent user of the library's digital resources via the Libby app, and when we purchased our current home two years ago, the fact that we were within walking distance of the Central Library was a great selling point.

I view the library as more than just a repository for books; it is a vital community space essenı al for learning and societal improvement. I am eager to apply my background and my passion for Aurora to ensure that our library system remains a strong, accessible cornerstone of our city for my daughter's generaı on and beyond.

Thank you for your ı me and for the opportunity to contribute to our community in this capacity. I look forward to the possibility of discussing how I can support the Board's mission.

Sincerely,

Mark Pankow
[redacted]

Mark Pankow

[redacted]

PROFESSIONAL EXPERIENCE:

LIBERTY GLOBAL | Denver, CO

Senior Manager, Corporate Accounting June 2022 – Present

- Lead accounting operations for global share-based compensation programs and Board of Directors' expenses, serving as subject matter expert for related inquiries.
- Partner cross-functionally with internal intercompany, AP, legal, tax, financial reporting, and group consolidation teams to improve accuracy and drive efficiency in financial operations.
- Manage independent auditor relationships directly, successfully presenting internal accounting processes and resolving technical inquiries to support clean review cycles.
- Continuously execute on ad-hoc requests from all sides of the business on a wide variety of disparate topics.

DISH NETWORK | Englewood, CO

GL Accounting Manager June 2021 – June 2022

- Oversaw the execution of general ledger accounting for the operational expense frameworks of Sling TV and DishTech (engineering, satellites, and uplink centers).
- Managed a team of three senior accountants and reported directly to the Vice President of Accounting.
- Served on a selective six-person manager panel responsible for interviewing and evaluating all prospective accounting candidates.
- Contributed as an active member of the CFO Communications Committee to champion workplace environment improvements.

Senior Business Analyst (IT Finance) August 2017 – June 2021

- Embedded within a specialized finance team inside the corporate IT department to prepare detailed monthly functional financial reports.
- Supported annual departmental budgeting and forecasting processes across IT infrastructure.

Senior Staff Accountant July 2013 – August 2017

- Held roles in the Internal Reporting and Cash & Investments teams, while earning multiple promotions.

AIR LIQUIDE | Houston, TX

Business Analyst Intern Summer 2012

- Collaborated with energy optimization teams to map pipeline operational performance.
- Analyzed public annual reports to deliver competitor intelligence and customer market profiles.

ANDERSON CAMPS LTD | Gypsum, CO

Camp Counselor Summers 2010 – 2011

- Led children in activities such as caving, mountain biking, mountaineering, and whitewater rafting.
- Planned, budgeted, and managed the finances of day trips.

EDUCATION:

Purdue University, Krannert School of Management, West Lafayette, IN **May 2013**
Bachelor of Science | Double Major: Accounting and Management

ADDITIONAL INFORMATION & COMMUNITY:

AURORA YOUTH OPTIONS **Mentor** March 2018 – March 2020

- Mentored a middle school youth from Aurora, CO, teaching life skills and providing guidance.

SPORT SOCCER ACADEMY (B-ELITE SOCCER) **Coach** December 2016 – June 2018

- Headed up a middle school aged team, three nights a week and weekends – volunteer for the first year.

Other Volunteering: Contributed time to various community organizations over the years, though these are more one-off than dedicated commitments: Village Farm at Stanley, Food Bank of the Rockies, Project CURE, Metro Caring Food Pantry.

Outdoor/Athletic Exploits: Completed ascents of over 100 different Colorado peaks exceeding 13,000 ft. Captained many athletic teams over the years and still doing so in rec soccer. Biked over 2,000 miles during the Covid summer of 2020, venturing out every day after work to a new area of the city.

Library Board

Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027
Positions Available 11

Number of applicants in this package 1

- Schneller, Barbara

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

Name: Schneller, Barbara

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
n/a

How long have you lived in Aurora?:
40 years

Are you registered to vote?:

Yes

Years of Education Completed:
17

Degree(s) Received:
Bachelor of Education

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

Employer Name:
Retired

Employer Address:
n/a

Current Position:
n/a

Years with Current Employer:
n/a

Work Experience:
n/a

Certification(s):
n/a

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

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

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

No

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

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

No

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

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

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

No

If yes, please explain:
n/a

Reference 1: Full Name, Phone Number and Address:
Tina Bell, [redacted]

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

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

How did you hear about us?:

Outreach by City Clerk's Office

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

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members to the Building Code and Contractor's Appeals & Standard Board
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Britt Wirth, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Building Code and Contractor's Appeals & Standards Board acts as a board of adjustment and appeals and board of standards regarding building codes contractor licensing, review administrative error, and suspension/revocations of licenses

The Building Code and Contractor's Appeals & Standards Board is composed of six (6) members. The term is three (3) years and members may serve up to three (3) terms. Members shall be Aurora residents for at least one year prior to appointment, and registered electors. The Board shall include two (2) citizens not connected with building construction; one (1) member who qualifies for either a class A or B builder's license with five years' experience in building construction, one (1) structural design engineer, one (1) architect, and one (1) electrical design engineer.

All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Building Code and Contractor's Appeals & Standards Board currently has five (5) vacancies which consists of the following:

One (1) Professional Engineer – Structual Design
One (1) Commercial Building Contractor
One (1) Professional Engineer – Electrical Design
Two (2) Residents

The Commission received two (2) applications.

The applicants were:
Michael Aitken
Alecia Peabody

The two applicants are term limited. However, R2025-78 states that term-limited members must wait one full term before reapplying to the same board or commission on which they served, and that a term-limited member may fill a vacancy on the same board or commission if no other candidates have applied. After filling such vacancy, the term-limited member must wait one full term before reapplying to the same board or commission.

The Building Code and Contractor's Appeals & Standards Board respectfully recommends the reappointment of the following candidates:

Alecia Peabody (Resident) – 4th term beginning 7/15/2026 and ending on 7/14/2029
Michael Aitken (Professional Engineer – Electrical Design) – 4th term beginning 7/15/2026 and ending on 7/14/2029

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 Michael Aitken and Alecia Peabody to the Building Code and Contractor's Appeals and Standards Board?

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) Pursuant to City Code § 22-26, the Building Code and Contractors Appeals and Standard Board shall consist of a maximum of six members. Each member shall have been a resident and registered elector of the City for at least one year immediately preceding his or her appointment. The members may be chosen from the following categories with the following qualifications:

1) Not more than two members who are civic minded residents of the City whose occupations are not related to building construction shall be appointed during the same term;
2) One member who can qualify for either a class "A" or "B" builder's license and shall have a minimum of five years' experience in building construction;
3) One member who is a professional engineer experienced in structural design, registered to practice in the state;
4) One member who is a professional architect registered to practice in the state; and
5) One member who is a professional engineer registered to practice in the state, experienced in electrical design.

Each member serves three-year term and may serve a maximum of three consecutive terms. (City Code § 22-26 and Resolution R2025-78) (Wood)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: David Schoonmaker, Board Staff Liaison, Development Services

Through: Jacob Cox, Director, Development Services

Date: September 1, 2026

Subject: Consideration to Reappoint Members to the Building Code and Contractor's Appeals and Standards Board

---

Number of Vacancies: 5

Interview Information

Date of Interviews: N/A

Applicant Names: Michael Aitken, Alecia Peabody

Applicants Interviewed: N/A

Summary of suggested appointment(s):

The Building Code and Contractor's Appeals and Standards Board would like to reappoint both Alecia Peabody and Michael Aitken as board members. Alecia and Michael are both term limited, however they have both greatly contributed to the board in a very effective and efficient manner as related to all new and altered construction compliance and interpretations associated that best serves the community.

Michael Aitken has served as the Professional Engineer – Electrical Design role on the board. Alicia Peabody has served as a Resident on this board.

The board is requesting both Alecia Peabody and Michael Aitken be considered for an additional term due to their being no other qualified applicants at this time.

Recommendation

The Building Code and Contractor's Appeal and Standards Board **strongly supports the reappointment of Alecia Peabody and Michael Aitken as a member(s) on the** Building Code and Contractor's Appeal and Standard Board**.**

Building Code And Contractors Appeals And Standards Board

Applicant Package - Ward III

Building Code And Contractors Appeals And Standards Board - Ward III

Term 15 Jul 2024 - 14 Jul 2027
Positions Available 2

Number of applicants in this package 1

- Aitken, Michael

Received: 3/17/2026
Ward III Resident and Registered Voter
Arapahoe County
Received: 3/17/2026
Marcus Bond

Name: Aitken, Michael

Address: [redacted]

Email: [redacted]

Board Name: Building Code and Contractors Appeals and Standards Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
38 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
BS Mechanical Engineering Technology

College(s) Attended:
Metropolitan State College of Denver

Employer Name:
MEA Consulting Engineers, Inc

Employer Address:
13771 East Rice Place Aurora, CO 80015

Current Position:
Vice President

Years with Current Employer:
26

Work Experience:
41 years in the Mechanical, Electrical and Plumbing engineering industry. I have been a licensed professional engineer in the State of Colorado since 1992, 33 years.

Certification(s):
Professional Engineer LEED AP O+M Certified Commissioning Agent Diplomat Forensic Engineer

How are you involved in your community?:
I have been a member of the Building Code and Contactors Appears Board since 1998, approximately 28 years. I have been the board chair for most of that time.

List your interests and activities.:
Travel, Golf, Hiking, Scuba diving

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

Yes

If yes, enter the board name and position:
Chair, Building Code and Contractors Appeals and Standards Board, holding the professional electrical engineering position

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

Yes

Why do you desire this appointment?:
I have been on this board for years and believe my service of this board help support the strength and integrity of the building division in the City of Aurora.

How much time do you anticipate being able to spend on this appointment each month?:
4-8 Hours

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
David Schoonmaker [redacted]

Reference 2: Full Name, Phone Number and Address:
Pamela Puleo-Aitken [redacted]

Reference 3: Full Name, Phone Number and Address:
John Tinsley [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:
Michael Eugene Aitken

Time of Submission: 03/17/26 2:40:11 PM

Building Code And Contractors Appeals And Standards Board

Applicant Package - Ward III

Building Code And Contractors Appeals And Standards Board - Ward III

Term 15 Jul 2025 - 14 Jul 2028
Positions Available 5

Number of applicants in this package 1

- Peabody, Alecia

Received: 08/10/2026
Ward III and Registered Voter
Arapahoe County
Vetted: 08/11/2026
Marcus Bond

Name: Peabody, Alecia

Address: [redacted]

Email: [redacted]

Board Name: Building Code and Contractors Appeals and Standards Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
27 years

Are you registered to vote?:

Yes

Years of Education Completed:
13

Degree(s) Received:
• Continued Education, NICET I & II • Fire Alarm Codes NFPA 72 2016, 2022, L3- Fire Tech Productions • Project Management Certificate (PMP)- University of Colorado at Denver, Denver, CO • Master of Business Administration, University of Phoenix, Lone Tree CO • Bachelor of Arts Degree, Interior Design, Art Institute of Colorado, Denver, CO • Bachelor of Science Degree, Business Administration, Tuskegee University, Tuskegee, AL

College(s) Attended:
Tuskegee University, Tuskegee, AL Art Institute of Colorado, Denver, CO University of Phoenix, Lone Tree CO University of Colorado at Denver, Denver, CO

Employer Name:
Hiller Companies

Employer Address:
18850 E Clarke Rd, Parker, CO 80134

Current Position:
Fire Alarm Designer/Bi-Directional Amplifier (BDA) Designer

Years with Current Employer:
9 years

Work Experience:

• Designed complete Bi-Directional Amplifier layouts to ensure the project met code requirements for Authority Having Jurisdiction (AHJ). • Verified the selection type of Antenna, Height, Tilt, and Azimuth depending upon requirements of coverage and capacity from the customer. • Experience with radio hardware design and/or RF component design. • Complete the initial setup of iBwave backgrounds and file structures, reviewing, analyzing, and understanding BDA systems for coordination and design purposes. • xecuted drafting assignments from conceptual and/or design worksheets and calculations according to the procedures established by the project engineer or project manager. • Developed project riser diagrams, point-to-point wiring details, installation details, and product specifications, battery and voltage drop calculations for project leads. • Complete the initial setup of CAD backgrounds and file structures, reviewing, analyzing, and understanding fire protection systems for coordination and design purposes. • Drafting and detailing drawings of fire alarm systems for new and existing buildings including schools, multi-family, commercial and tenant buildings.

Certification(s):
Project Management Certificate (PMP)

How are you involved in your community?:
I belong to Delta Sigma Theta Sorority, Inc.- Denver Alumnae Chapter which provides service to our youth and community. Member of Hope City Church and Ski Noir 5280 Ski Club

List your interests and activities.:
Travel, family and design/architecture

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

Yes

If yes, enter the board name and position:
Ski Noir 5280 Ski Club-Social Chair elta Sigma Theta Sorority, Inc- Executive Board

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

Yes

Why do you desire this appointment?:
I desire this position because I receive much knowledge and experience from it. Encourages me to be more vocal within my community and company.

How much time do you anticipate being able to spend on this appointment each month?:
Whatever is required to ensure proper success and support.

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:
Leslie Peabody [redacted]

Reference 2: Full Name, Phone Number and Address:
Sammy Stone [redacted]

Reference 3: Full Name, Phone Number and Address:
Yvonne Newell [redacted]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Time of Submission: 08/10/26 8:48:30 PM

Attachments

- Alecia Peabody Resume-8.10.26.pdf

Alecia D. Peabody, MBA

[redacted]

PROFESSIONAL SUMMARY

- 20+ years of experience in quality administrative methods resulting in successful operational management, development, and improvement.
- Managed for organization's finances, administration, development, implementation, marketing, and growth.
- Thorough research and identification of root causes, facilitation of effective team meetings focused on increased customer satisfaction, internal processes, and procedures documentation, and monitored difficult processes and system defect statuses.
- Quickly mastered software programs, with no prior knowledge of, to create custom reports and dashboards that monitored KPIs.
- Provided feedback on knowledge transfer problem areas and workflow and accuracy improvement opportunities to management.
- Resourceful problem solver with strong organizational skills and a demonstrated ability to work independently and in cross-functional teams.
- Create and execute project work plans and revise them as appropriate to meet changing needs and code requirements.
- Strong computer applications understanding: Microsoft Suite, Microsoft Access, Microsoft Project, BlueBeam, Revit 2020/2022/2023, AutoCAD 2014/2015/2018/2019/2021/2025, TOAD, iBwave, QuickBooks, Publisher, and CiviCore.

SKILLS

- Operations Management
- Quality Management
- Fire Alarm & iBwave Design
- Architectural Drafting/Graphic Design
- Attention to Detail
- Process Improvement
- Document Management & Control
- Strategic Planning
- Training/Coaching
- Collaborative Communicator
- Tracking and Resolution Methods
- Project Management

EXPERIENCE

Hiller Companies, *Bi-Directional Amplifier (BDA) Designer* **2024-Current**

- Designed complete Bi-Directional Amplifier layouts to ensure the project met code requirements for Authority Having Jurisdiction (AHJ).
- Verified the selection type of Antenna, Height, Tilt, and Azimuth depending upon requirements of coverage and capacity from the customer.
- Experience with radio hardware design and/or RF component design.
- Complete the initial setup of iBwave backgrounds and file structures, reviewing, analyzing, and understanding BDA systems for coordination and design purposes.

Hiller Companies, *Fire Alarm Designer* **2016-Current**

- Designed complete fire alarm layouts to ensure the project met code requirements for Authority Having Jurisdiction (AHJ).
- Executed drafting assignments from conceptual and/or design worksheets and calculations according to the procedures established by the project engineer or project manager.
- Developed project riser diagrams, point-to-point wiring details, installation details, and product specifications, battery and voltage drop calculations for project leads.
- Complete the initial setup of CAD backgrounds and file structures, reviewing, analyzing, and understanding fire protection systems for coordination and design purposes.
- Drafting and detailing drawings of fire alarm systems for new and existing buildings including schools, multi-family, commercial and tenant buildings.

SimplexGrinnell/Johnson Controls, *CAD Drafter* **2016-2017**

- Support lead project engineers on various fire code design aspects, such as space planning, layout and utilization of equipment, color schemes, and color coordination.
- Executed drafting assignments from conceptual and/or design worksheets and calculations according to the procedures established by the project engineer or project manager.
- Developed project riser diagrams, point-to-point wiring details, installation details, product standards, battery and voltage drop calculations for project leads.
- Complete the initial setup of CAD backgrounds and file structures, reviewing, analyzing, and understanding fire protection systems for coordination and design purposes.

Denver Transit Partners (DTP), ***Quality Assurance Analyst*** **10/2015-2/2016**

- Developed assessment of the status of quality issues of the Eagle P^3 project using an electronic document management system and other databases used on the project.
- Conducted administrative assignments associated with the development of regular and ad-hoc reports, preparation for weekly meetings, or in response to client concerns that require immediate action.
- Reported weekly to Executives of Data (Trend) Analysis project reports using advanced Excel formulas for statistical analysis and other quantitative methods for representing data collected from construction oversight activities.

Alecia D. Peabody, MBA

- Provide administrative support to the Quality Assurance team during QA Audits.
- Conducted frequent compliance checks to ensure project management plans aligned with state and federal requirements.

RV Brown, LLC, *Architectural Interior Designer -Independent Consultant* **2014 - Current**

- Support lead architect on various architectural design aspects, such as space planning, layout and utilization of furnishings and equipment, color schemes, and color coordination.
- Confer with clients to determine factors affecting planning interior environments, such as budget and architectural preferences.
- Develop construction documents in Revit and/or AutoCAD.
- Oversee product development activities within allotted budget and timelines.

Colorado Association of Black Professional Engineers and Scientists, ***Program Director*** **2014-2015**

- Plan, develop and execute promotional marketing communications in support of program activities.
- Developed key performance indicators to track and measure organizational performance in achieving established goals.
- Assessed the need for adjustments or modifications to the strategic plan and made recommendations for future programs and funding requirements.
- Managed weekly after-school student programs including staff, advisors, students, volunteers, parent communication, science, technology, engineering, and math (STEM) assessments, and room set-up. Ensuring effective tutoring experience for students.
- Built partnerships with parents, schools, community groups, corporations, and the media (TV, radio, newspaper, and social) to publicize associations and programs to build organizational support and visibility.

Dex One Inc., *Quality Analyst* **2008-2012**

- Over 1-year increased productivity by 15% through successfully training over 30 national order analysts on processes, procedures, and departmental expectations and guidelines.
- Used clear, concise, and articulate verbal and written communication along with demonstrating active leadership in presenting ideas and workarounds reduced customer claims by 64%.
- Provided feedback on knowledge transfer problem areas and workflow and accuracy improvement opportunities to management.
- Monitored and audited department quality and quantity results of completed work.
- Compared monthly performance results against objectives to ensure compliance with processes, procedures, policies, and goals.

Dex One Inc., *National Order Analyst / Publishing Specialist* **1998-2008**

- Assessed and researched 250+ daily customer advertising orders (average order worth $350K), assigned accounts to the appropriate sales campaign, and sales channel for sales contact and up sale.
- Analyzed orders and performed data entry activities to convert code, edit, merge, validate, and load data.
- Assessed, presented, and implemented process improvement - employee performance, expectations, matrixes, and guidelines.
- Participated in Operations team prepared 75+ weekly projects for the print and digital products communication forum to identify and resolve problems and suggest process improvements.
- Assumed role as the "go-to" person for IT, training, client escalation, and process and procedure questions.

EDUCATION

- **Continued Education,** NICET I & II
- **Fire Alarm Codes NFPA 72 2016, 2022, L3-** Fire Tech Productions
- **Project Management Certificate (PMP)-** University of Colorado at Denver, Denver, CO
- **Master of Business Administration**, University of Phoenix, Lone Tree CO
- **Bachelor of Arts Degree,** Interior Design, Art Institute of Colorado, Denver, CO
- **Bachelor of Science Degree**, Business Administration, Tuskegee University, Tuskegee, AL

COMMUNITY ENGAGEMENT

- Delta Sigma Theta Sorority, Inc.- Denver Alumnae Chapter **2017-Current**
- City of Aurora Building Codes - Contractor Appeals and Standards Citizen Board Member **2013-Current**
- Ski Noir 5280 Ski Club-Social Committee/Board Member **2018-Current**
- Urban League Young Professional of Metro Denver-Board Member **2012-2018**
- Slippers-n-Sliders Ski Club-Vice President/Board Member **2011-2017**
- Potter's House of Denver Children's Ministry **2011-2017**

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the Colorado Universal Preschool (UPK) Program Intergovernmental Agreement (IGA) for 2026-2030 (Resolution)
Item Initiator: Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space
Staff Source/Legal Source: Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Britt M. Wirth, 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Britt Wirth, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 8/27/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

April 2025 – PFQL – Colorado Universal Preschool Program (UPK) – Resolution & IGA - Approved May 2025 – Study Session - Colorado Universal Preschool Program (UPK) – Resolution & IGA - Approved June 2025 – City Council - Colorado Universal Preschool Program (UPK) – Resolution & IGA - Approved
Minutes for the item reviewed at the Parks, Foundations & Quality of Life Committee are attached.

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

The Universal Preschool Program (UPK) was established in 2022 through legislative bill HB22-1295, with the aim of providing preschool education to every child in Colorado during the year preceding kindergarten. This initiative allows all four-year-old children to enroll in up to 15 hours of free preschool per week for the school year. Eligibility for additional hours may be determined based on a range of risk factors. The city of Aurora operates four UPK funded preschools serving local students and families. The city of Aurora preschool program is committed to delivering high-quality early childhood education, proudly holding the highest ratings within the Colorado Shines rating system at level 5 at all preschool programs.
The current intergovernmental agreement (IGA), executed July 16, 2025, has a yearly auto-renewal dependent upon a rating system, not to exceed a term ending on June 30, 2028. Both parties desire to enter into an Amendment to the UPK Program IGA, extending it through June 30, 2030, and removing the yearly auto-renewal system dependent upon a rating 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.)

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

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

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

QUESTIONS FOR COUNCIL

Does council wish to approve the Amendment to the Colorado Universal Preschool (UPK) Program IGA for 2026-2030?

LEGAL COMMENTS

The amendment to the existing intergovernmental agreement ("IGA") with the State of Colorado for the Colorado Universal Preschool Program makes substantive changes not contemplated by the original IGA and therefore constitutes a new IGA. By resolution, the City Council may enter into contracts or agreements with other governmental units or special districts. Upon authorization by a majority vote of the members of the Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code section 2-31) (Wirth)

Universal Preschool Program Summary



City of Aurora Preschool Programs

WHAT IS UNIVERSAL PRESCHOOL?

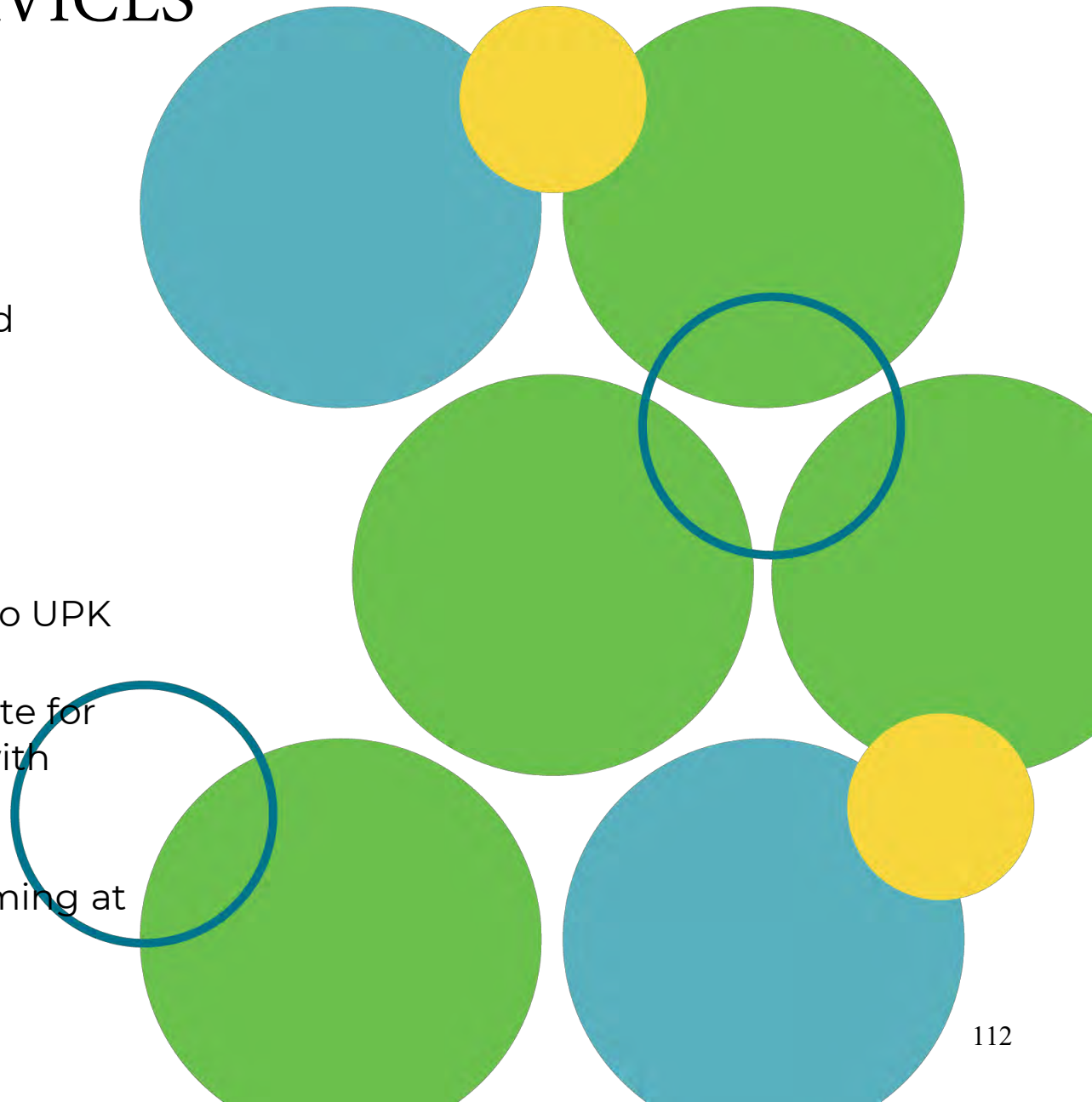
- In 2022, HB22-1295 was passed which established the Colorado Universal Preschool Program (UPK) to offer voluntary, high-quality preschool to every Colorado child in the year before Kindergarten.

  - Colorado Department of Early Childhood (CDEC) responsible for program
  - 10, 15 or 30 hours of free preschool a week for the school year
  - Mixed-delivery system
  - Licensed programs
  - City of Aurora Preschool Program- community-based licensed programs at four locations



HISTORY OF PRESCHOOL SERVICES

- **1972** City of Aurora Preschool Program started
- **2006** Colorado Preschool Program (CPP) started
- **2022** HB22-1295 passed
- **2023** Universal Preschool Program started
- **2023** Colorado Preschool Program absorbed into UPK
- **2024** City of Aurora worked directly with the state for placements and funding prior years partnered with Aurora Public Schools.
- **2025** City of Aurora will continue UPK programming at four preschool locations closing Beck Preschool.



2025-2026 PRESCHOOLS

- Services provided for approximately 160 preschoolers during the school year and over 400 enrollments for summer camps.
- Free preschool services for 126 students during school year.
- 2026 Revenue Budget $1,276,500
- 2026 Expense Budget $1,319,400
- All four locations maintain a Level 5 with Colorado Shines – highest quality rating





2026-2027 PRESCHOOL PROPOSAL

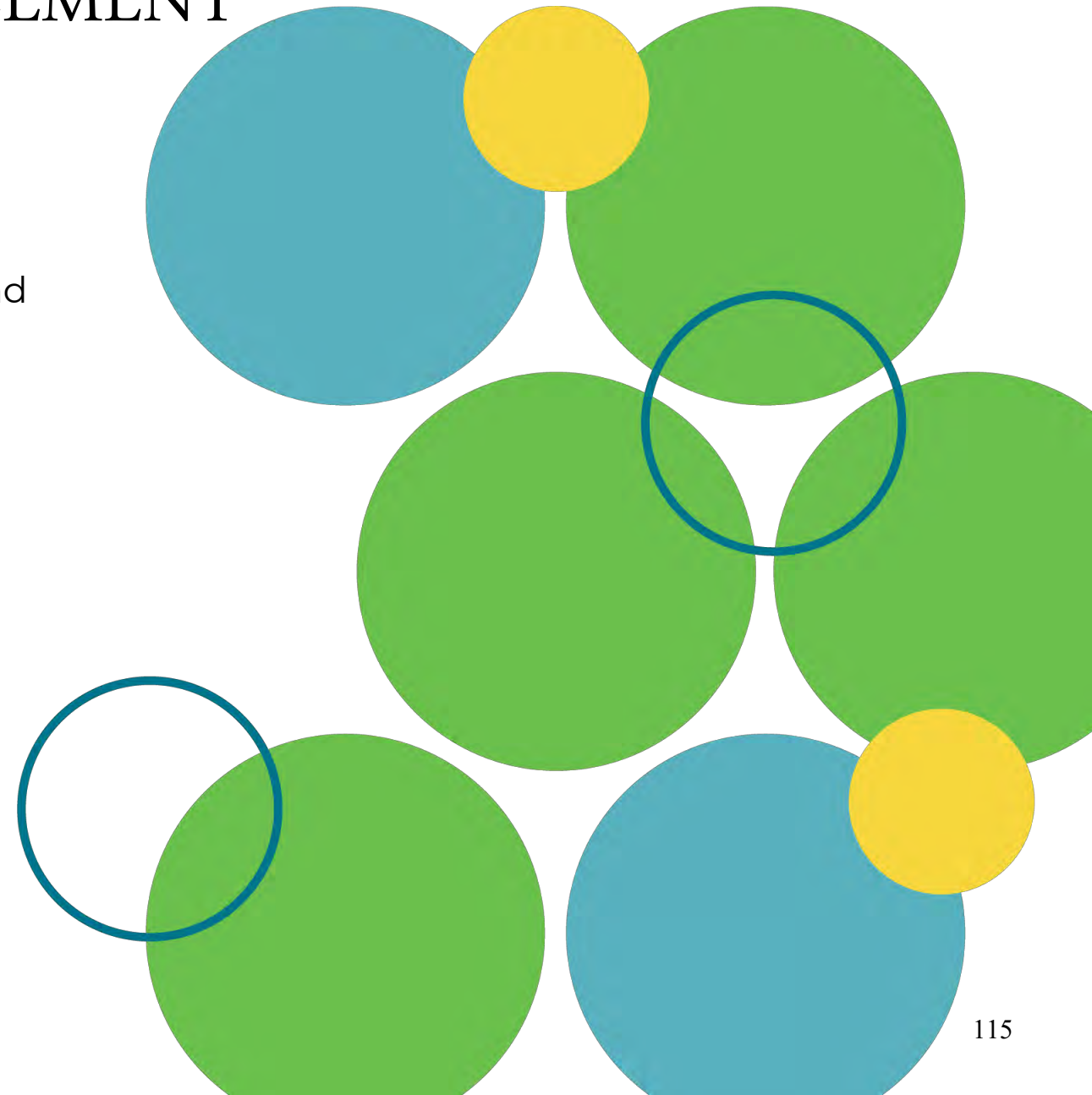
- **Offering 150 UPK slots, 59 tuition slots**
- Fourth year offering UPK services
- Four locations for services
- Mix of 10, 15 and 30 hour a week options
- Slot allocations are fluid to optimize enrollment and community needs

INTERGOVERNMENTAL AGREEMENT

- UPK agreement is designated as an Intergovernmental Agreement between the city and the State of Colorado acting by and through the Department of Early Childhood.

- Questions

- Does the Policy Committee approve to move agreement forward to next available Council Study Session?



COLORADO
Department of Early Childhood

State of Colorado Intergovernmental Contract Modification

Contract Amendment #1

State Agency

Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Contractor

City of Aurora, Colorado by and through its Recreation Division
15151 E Alameda Pkwy, Aurora, CO 80012

License Number(s):

82880, 82881, 82885, 100573

Original Contract Number

50000007

Amendment Contract Number

50000007 A1

Contract Performance Beginning Date

7/16/2025

Current Contract Expiration Date

June 30th, 2030

Signature Page Begins on Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

For Review Only

COLORADO
Department of Early Childhood

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor

City of Aurora, Colorado by and through its Recreation Division

DO NOT SIGN REVIEW ONLY

Mike Coffman, Mayor

Date: _____

Contractor

City of Aurora, Colorado by and through its Recreation Division

ATTEST: DO NOT SIGN REVIEW ONLY

Kadee Rodriguez, City Clerk Date: _____

Contractor

City of Aurora, Colorado by and through its Recreation Division

APPROVED AS TO FORM:

Britt M. Wirth, Assistant City Attorney

Date: _____

State of Colorado

Jared S. Polis, Governor

Colorado Department of Early Childhood

Lisa Roy, Ed.D., Executive Director

_____

Dawn Odean or Glenn Robinson
Colorado Universal Preschool Program

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

_____

Jeanni Stefanik, Acting CDEC Controller

Amendment Effective Date:

_____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

For Review Only

COLORADO
Department of Early Childhood

1. Parties

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

To become a Preschool Provider in the Colorado Universal Preschool Program (UPK).

The purpose of this Amendment is to modify the Universal Preschool Provider Contract to enhance operational flexibility, ensure long-term programmatic stability, and reduce administrative burdens for governmental and public school providers.

Specifically, this Amendment modifies the Contract to:

Extend the Contract Term: Replace the annual, quality-rating-dependent renewal process with a continuous, long-term Contract extending through June 30th, 2030.

Accommodate Academic Calendars: Establish clear definitions and protections to ensure providers operating on a nine-month academic calendar receive full per-child funding allotments without penalty during final reconciliations.

Enhance Local Enrollment Flexibility: Authorize providers to maintain localized "interest lists" and manage site-specific waitlists in response to community demand.

Update IEP Compliance and Access: Align provider obligations with the June 24, 2024, Colorado Department of Education (CDE) standards for children with Individualized Education Programs (IEPs) and remove the May 15th enrollment cutoff date for eligible children with an IEP to guarantee year-round access and funding.

For Review Only

Adjust Administrative Deadlines: Move the Quarter 2 reporting deadline to January 16th to accommodate winter academic closures, and require written justification from the State when certain capacity increase requests are denied.

This amendment extends the Contract Expiration Date to June 30th, 2030 and replaces Exhibit A with Exhibit A-1.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Extend the Contract Expiration Date from June 30, 2026 to June 30th, 2030.

The Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. Exhibit A-1 - Colorado Universal Preschool Terms and Conditions

Exhibit A is hereby replaced with Exhibit A-1, attached to this Amendment for Reference. All references in the Contract to Exhibit A are hereby replaced with Exhibit A-1.

C. Exhibit B - PII Certification

Exhibit B-1 which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

D. Extension Terms

The text in Extension Terms is replaced by the following: This Agreement shall terminate on June 30th, 2030, at the rates established by 8 CCR 1404-1 rule section 4.108.H and under the same terms specified in the Contract and in Exhibit A.

The below text is hereby removed.

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year at the rates established by 8 CCR 1404-1 rule section 4.108.H and under the same terms specified in the Contract and in Exhibit A. The total duration of this Contract, including any automatic extensions, shall not exceed three (3) years from its Effective Date with the maximum term date of June 30, 2028.

6. Limits of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

For Review Only

EXHIBIT A-1 - COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Provider agrees to provide preschool services in conjunction with the Colorado Universal Preschool Program (hereafter referred to as the "Preschool Program"), a program financed and governed by CDEC, during the requisite program year. Provider agrees to provide these services in compliance with the Colorado Universal Preschool Program Act, set forth at sections 26.5-4-201 through 26.5-4-210, C.R.S., and regulations promulgated at 8 CCR 1404-1.

Provider agrees to provide each eligible child for the Preschool Program and enrolled with the Provider's program with a minimum of 10 hours, tuition-free, high quality preschool programming for the Term of the Contract. Provider shall comply with all requirements of the Preschool Program, including, without limitation, the following:

Definitions

- "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 section 24-11-101(1), C.R.S.
- "Children with disabilities" or "child with disabilities" has the same meaning as provided in sections 26.5-4-203 and 22-20-103, C.R.S.
- "Colorado Shines Quality Rating and Improvement System" means the system administered by CDEC pursuant to sections 26.5-5-101 through 26.5-5-103, C.R.S., to measure the level of preparedness of and quality of services provided by an early childhood education program to prepare children to enter elementary school.
- "Good cause" means emergency conditions or circumstances beyond the control of the party such as, but not limited to, impossibility for a party to meet a specified deadline; incapacity of the party or representative; or other situations which would prevent a reasonable person from meeting a deadline or complying with the process without modification. "Good cause" does not include: excessive workload of either the party or his/her representative; a party obtaining legal representation in an untimely manner; or any other circumstance which was foreseeable or preventable.
- "IEP" means individualized education program as that term is defined in section 22-20-103, C.R.S.
- "Preschool Program Application System" means the online application system administered and managed by CDEC and State that Providers will use to register with the Preschool Program and to match with potential eligible children.
- "Program year" means the period of time within the ten (10) months from August of a calendar year through May of the following calendar year during which an eligible preschool provider is actively providing preschool services to a participating and enrolled eligible child that is funded by the Preschool Program per-child rate. A provider may elect to have a program year that is nine (9) months, but that in no way alters the requirement that all Preschool Program services are funded and paid for based on actual enrollment in accordance with sections 26.5-4-201, et seq., C.R.S. and accompanying regulations at 8 CCR 1404-1.
- "Provider" references the Contractor referred to in the master contract.

Program Requirements

1. Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider shall adhere to the requirements of its license at all times. Provider is prohibited from entering a number of available 'seats' into the Preschool Program's Application System that exceeds Provider's licensed capacity.
2. Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider. An eligible child is considered enrolled in the Preschool Program once that

For Review Only

child has a 'Start Date' entered into the Preschool Program's Application System, a fully completed and submitted 'Enrollment Form' in the Application System, and the Provider has verified with reasonable due diligence that the child meets the age eligibility requirements for the requisite funding stream received from CDEC, as established under sections 26.5-4-201, et seq., C.R.S. and accompanying regulations at 8 CCR 1404-1. May 15th of the current program year is the final date a child who is not a child with disabilities with an IEP may be entered into the Preschool Program's Application System to be considered enrolled.

3. Provider must agree to guarantee families, free of tuition, at least the minimum number of hours defined in Rule for the rate that is provided.

4. Provider is required to adhere to all reporting requirements as outlined herein.

5. Provider shall utilize the CDEC-provided Preschool Program links and websites developed and administered by the State when advertising, registering, and enrolling children and families in the Preschool Program. In advertising, registering, and enrolling children and families in the Preschool Program, Provider will direct families to the CDEC-provided Preschool Program links and websites developed and administered by the State. Provider shall refrain from utilizing their own application system in lieu of or in addition to the Preschool Program's Application System when enrolling children in the Preschool Program. This requirement does not apply to the limited three-year-old component of the Preschool Program for children without an Individualized Education Plan (IEP).

6. CDEC and Provider agree that providers in the State of Colorado who serve children with disabilities are subject to related state and federal laws. Thus, provisions of the Contract that conflict with state and federal legal requirements related to children with disabilities are inapplicable and of no force and effect against Provider.

7. Provider must adhere to insurance requirements as applicable and provide proof of insurance to CDEC within seven business days from execution of the contract.

Attendance and Reimbursement

1. Provider shall ensure that accurate enrollment and attendance records are kept for each child enrolled in Provider's program.

2. Provider agrees to post preschool tuition, enrollment, and ancillary costs on the Provider's profile in the Preschool Program's Application System prior to enrollment. These costs shall include the overall out-of-pocket cost to the family inclusive of all charges and fees the Provider will or may charge for the requisite program year. Provider is prohibited from charging a fee that is not posted on the Provider's profile in the Preschool Program's Application System.

3. Provider shall not charge a family participating in the Preschool Program tuition or fees for services that exceed the amount that is charged to families of preschool-aged children that do not participate in the Preschool Program for the same or similar services.

4. Provider is prohibited from placing a family on a waitlist for services that are funded by the Preschool Program. However, a family may always request to place themselves on a waitlist for services at a particular location. Providers are not prohibited from utilizing 'interest lists', but waitlists that either circumvent the Preschool Program's Application System, or delay the placement of an eligible child absent family consent are prohibited.

5. Should an eligible child cease enrollment or otherwise withdraw, Provider must notify CDEC within ten (10) Business Days of such withdrawal through the Preschool Program's Application System, and must inform CDEC of the reason for the withdrawal. In addition to a family notifying a Provider that an eligible child has ceased enrollment or otherwise withdrawn, an eligible child is deemed to have ceased enrollment or otherwise withdrawn if they have been absent without explanation from Provider's program for fourteen (14) consecutive calendar days, or, the family

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attempts to enroll the child at a different Preschool Program Provider via the Preschool Program's Application System.

6. In accordance with 8 CCR 1404-1, Provider must comply with the requirements of section 22-33-106.1, C.R.S., regarding the limited circumstances under which Provider may suspend or expel a child enrolled in the Preschool Program.

7. CDEC will pay Provider in accordance with the adopted provider rate and in accordance with the Payment Schedule provided below.

8. Absent written permission from CDEC, Provider is prohibited from increasing the number of available seats within a licensed location by more than twenty (20) percent (%) from the start of registration. The start of registration is when Provider has entered their program information and number of available seats into the Preschool Program's Application System, and Provider's profile in the Preschool Program's Application System containing said information has been published for the first time for families applying for the requisite program year. Upon receipt of a written request from Provider, CDEC shall always allow Provider to increase their number of available seats by more than twenty (20) percent (%) if the increase is reasonably related to either Provider maintaining compliance with any applicable law regarding the education of children with disabilities, or is due to an increase in the licensed capacity of Provider. Approval of a request to increase the number of available seats by more than twenty (20) percent (%) within a licensed location for any other reason shall be at CDEC's sole discretion. CDEC may approve a request to increase the number of available seats by more than twenty (20) percent (%) for other reasons if CDEC determines that such increase is beneficial to children and families served by the Preschool Program, and the increase does not obfuscate any statutory, regulatory, or contractual purposes of the Preschool Program. If CDEC denies a request to increase the number of available seats, CDEC must provide Provider with written notice of the denial which must include the specific reason the requested increase obfuscates the statutory, regulatory, or contractual purposes of the Preschool Program. The decision by CDEC shall be final and not subject to appeal by Provider.

Reporting Requirements

Provider agrees to adhere to all deadlines and submit documents as required or requested by CDEC for CDEC to effectuate the Preschool Program in compliance with state and federal law. Documents, which may include, but are not limited to, attendance records, enrollment records, suspension and expulsion records, annual calendars, bell schedules, hours of operation, tuition schedules, and detailed expense reports, must be retained for verification and payment authorization, and must be provided to CDEC upon request within five (5) Business Days. Provider is responsible for ensuring that all contact information related to the program, including but not limited to the Program Director, Finance Director or CFO, CEO, President, Authorized Representative, Quality Director or other leadership positions pertinent to the operations of the program, is kept up-to-date, as necessary upon changes, with CDEC in the Preschool Program Application System and via CDEC through a Google form as necessary upon changes, and provide any updated contact information monthly. No updates are required unless changes have occurred. CDEC, at its sole discretion, may request other documentation if required to implement the Preschool Program, which must be provided in five (5) Business Days.

1. Provider agrees to submit:

   i. Any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein; and

   ii. Monthly and/or quarterly reports utilizing the templates provided by the Department and posted publicly by the Department regarding registration, enrollment,

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verification of a child's eligibility status, staff compensation, the delivery of services and expenditures.

iii. The quarterly reports will be submitted by the Provider by January 16th, March 31st, and June 30th. The quarterly reports shall be submitted through a system designated by CDEC.

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Preschool Program enrollment and capacity as required by CDEC for CDEC to effectuate the Preschool Program in congruence with state and federal law.

2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.

3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

If the Provider contends that CDEC or its payment vendor has not made adequate payment based on program rules for educational services provided, the procedures identified in §5 of the Contract shall govern.

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.

2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Preschool Program's Application System, determine a family's eligibility for preschool services within twenty (20) Business Days of receiving a verified and complete application packet.

3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Preschool Program's Application System.

4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404, any Provider educating a child with disabilities shall ensure compliance with:

i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (June 24th, 2024)" promulgated by the Colorado Department of Education ("CDE");

ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA)

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found at 20 U.S.C. sections 1400, et. seq., as amended, and including its implementing regulations at 34 C.F.R. Parts 300 and 303; and

iii. The "Exceptional Children's Educational Act" (ECEA) sections 22-20-101 through 22-20-206, C.R.S., and applicable provisions of the "Rules for the Administration of the Exceptional Children's Educational Act" located in 1 CCR 301-8, including an eligible preschool provider's obligation to ensure children with disabilities are served in a manner which conforms to the training, certification, referral, identification, licensing, authorization, and dispute resolution requirements found in 1 CCR 301-8, rule section 3.02(3); and

2. Provider will also adhere to the applicable provisions set forth at sections 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 pursuant to section 24-85-103(2.5), C.R.S. Provider 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.

Payment Schedule

1. Payments for children with disabilities with an IEP will be made in arrears on a monthly basis based on enrollment. Pursuant to the obligations incurred by federal and state law related to the education of children with disabilities, CDEC will ensure that payments are made for every eligible child with an IEP. Provider will ensure that CDEC and the Administrative Unit (AU) responsible for placing a child with an IEP have timely access to any enrollment documentation necessary for the enrollment and delivery of services to any child with an IEP enrolled with Provider.

2. May 15th of the current program year is the final day that an eligible child who is not a child with disabilities with an IEP may be enrolled in and receive payment for Preschool Program services and funding;

3. For eligible children without an IEP who are in the year before kindergarten, payments will be made in arrears on a monthly basis. For those children:

i. Provider must submit a program year calendar that defines its program year and the total number of preschool service hours it will provide, consistent with 8 CCR 1404-1. The program year calendar must show that each eligible child will receive at least the minimum number of planned teacher-pupil contact hours required by 8 CCR 1404-1 for the per-child rate assigned to that child over the course of the program year. Provider shall receive the full allotment for a child based on the child's per-child rate if provider provides the child their total yearly number of planned teacher-pupil contact hours in accordance with this Contract and 8 CCR 1404-1.

ii. From September of one calendar year through May of the following calendar year, Provider will receive monthly payments in arrears for the prior month. Each payment will equal the full monthly rate for children who were enrolled and received services during that prior month. CDEC will schedule these payments on or before the fifteenth (15th) day of each month. If the fifteenth (15th) day falls on a weekend or state holiday, CDEC will make the payment on the next Business Day.

iii. Provider may receive a single initial pre-payment on August 15th only if CDEC determines that Provider has a demonstrated financial need under Preschool Program rules and guidance. Provider must submit required financial documentation to CDEC by July 25th through a CDEC-defined process to be considered for an August pre-payment.

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Provider will not receive an August pre-payment based solely on expected enrollment without demonstrated financial need. Any approved August pre-payment will be treated as a credit in the May reconciliation payment.

iv. After CDEC pays the Provider the monthly rate in arrears for April by May 15th, CDEC will process a reconciliation payment by the end of May for services delivered from May 1st through May 15th. CDEC will then issue a final reconciliation payment by June 15th. The final reconciliation will ensure that Provider is paid the correct total amount for the program year based on actual enrollment, documented delivery of services, and published Preschool Program rates, including programs that operate on nine (9) month calendars.

v. In no case shall CDEC provide a payment for a child unless that child has a 'Start Date' entered into the Preschool Program's Application System, and that child has a fully completed and submitted 'Enrollment Form' in the Preschool Program's Application System.

vi. The payments made in arrears will be based on those children who are in 'enrolled status' in the Preschool Program's Application System at the end of that month for which the arrears payment(s) is being made;

vii. Payment issues that arise between CDEC and Provider throughout the year will be reconciled on a periodic basis by December 31st and March 31st; and during the final reconciliation process by June 15th, with any overpayments to be returned to CDEC by June 30th.

viii. Providers may request payment for eligible children who were not timely entered into the Preschool Program's Application System only for services provided during the forty-five (45) calendar days immediately preceding the date on which the Provider enters the eligible child into the Preschool Program's Application System. Provider shall submit enrollment documentation demonstrating that, during that forty-five (45) day period, the eligible child received preschool services even though the child did not yet have a recorded 'Start Date' and a fully completed and submitted 'Enrollment Form' in the Preschool Program's Application System. Depending on when the eligible child is entered into the Preschool Program's Application System, CDEC may issue payment through either a reconciliation payment process or a monthly payment, whichever is more timely. Any revisions to payment requests must be submitted through the payment vendor and approved by the Preschool Program.

ix. At no time shall CDEC make payments for services rendered by the Provider, without an executed Provider agreement prior to the start of services as defined in this Contract and 8 CCR 1404-1.

x. CDEC shall have the option to make additional payments at its discretion with any available unused funds.

4. If Provider is a recipient of funding designated for the limited three-year-old component of the Preschool Program for children without an IEP, this funding will be distributed monthly in accordance with monthly enrollment, and subject to a financial cap based on a three-year-old Historical Allocation from the 2022-23 Colorado Preschool Program, in the following manner:

i. The enrolling Provider, who is providing services, either directly or indirectly via contract with a directly funded Provider, pursuant to section 26.5-4-208(3)(c) C.R.S., for three-year-olds without an IEP, will submit a monthly enrollment file through a

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system designated by CDEC by the 15th of each month for the prior month to account for the three-year-olds enrolled and provided services by the Provider

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c), C.R.S., must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.

ii. Providers are subject to a maximum cap regardless of the number of payments received, on the three-year-old Historical Allocation. Should the Provider receive payments up to the cap amount, CDEC is not required to make any additional payments to the Provider. CDEC shall have the option to make additional payments at its discretion with any available unused funds.

iii. Providers will be paid for three-year-olds by the last day of each month by CDEC; unless the last falls on the weekend or a holiday then payments will be made on the closest Business Day and consistent with the payment schedule and reconciliation process, commencing with a payment on September 15th, for children enrolled in August. There will be no pre-payments allowable for the Historical Allocation.

iv. CDEC will then provide a final reconciliation payment by June 15th which will be conducted to ensure the Provider is paid the correct amount based on actual enrollment, delivery of services, and published rates. CDEC shall have sole discretion of the potential redistribution of funds that exceed an individual Provider cap, should there be available resources.

Contract Term

1. Term. The term of this Contract begins on the Effective Date and terminates on June 30th, 2030.

Additional Provisions

1. Payments by the State shall constitute currently appropriated expenditures of the State and may be paid solely from legally available funds. All obligations of the State shall be subject to the action of the Colorado General Assembly in annually making funds available for payments thereunder. The obligations of the State to make payments are subject to appropriation by the Colorado General Assembly, and shall not be deemed or construed as creating an indebtedness of the State within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of the State and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State within the meaning of Section 20(4) of Article X of the Colorado Constitution.

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EXHIBIT B-1 - PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Mike Coffman, on behalf of City of Aurora, Colorado by and through its Recreation Division (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: DO NOT SIGN REVIEW ONLY

Printed Name: Mike Coffman

Title: Mayor, City of Aurora

Date:

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STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Cover Page

State Agency
Colorado Department of Early Childhood

Contractor
City of Aurora, Colorado by and through its Recreation Division

Contract Number
50000007

Contract Performance Beginning Date
The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date
June 30, 2026

License Number(s)
82880, 82881, 82885, 100573

Contract Authority
C.R.S. § 26.5-4-204

Maximum Amount
As determined by CRS 26.5-4-208(1), 8 CCR 1404-1 4.108.B, 1404-1 4.108.F, & 4.108.H

Contract Purpose
To become a Pre-School Provider in the Colorado Universal Preschool Program

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Colorado Universal Preschool Terms and Conditions
2. Exhibit B – PII Certification
3. Exhibit C – Reporting Templates

In the event of a conflict or inconsistency between this Contract 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 §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Colorado Universal Preschool Terms and Conditions
4. Exhibit B, PII Certification.

Principal Representatives

For the State:
Dawn Odean, Director of the Colorado Universal Preschool Program
Colorado Department of Early Childhood
710 South Ash Street, Building C,
Glendale, CO 80246

For the Contractor:
Mike Coffman, Mayor

City of Aurora, Colorado by and through its Recreation Division

15151 E Alameda Pkwy, Aurora, CO 80012

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
Each person signing this Contract represents and warrants that they are duly authorized to execute this Contract and to bind the Party authorizing their signature.

CONTRACTOR
City of Aurora, Colorado, by and through its Recreation Division

Signed by:
Tim Joyce
C200A10B2581494...
By: Tim Joyce, City Attorney

Date: 7/9/2025

CONTRACTOR
City of Aurora, Colorado, by and through its Recreation Division

DocuSigned by:
Kadee Rodriguez
00BFFB2D180A492...
By: Kadee Rodriguez, City Clerk General Manager

Date: 7/10/2025

CONTRACTOR
City of Aurora, Colorado, by and through its Recreation Division

DocuSigned by:
Mike Coffman
6BED1A94972549D...
By: Mike Coffman, Mayor

Date: 7/10/2025

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Early Childhood
Dr. Lisa Roy, Executive Director

Signed by:
Glenn Robinson
A17BE6DD5EBA4C9...
By: Dawn Odean or Glenn Robinson, Colorado Universal Preschool Program

Date: 7/14/2025

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Jeanni Stefanik
DB0353F9B302434...
Jeanni Stefanik, Acting CDEC Controller / Lisa Castiglia, Acting CDEC Controller

Effective Date: 7/16/2025
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

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C. Extension Terms

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year at the at the rates established by 8 CCR 1404-1 rule section 4.108.H and under the same terms specified in the Contract and in Exhibit A. The total duration of this Contract, including any automatic extensions, shall not exceed three (3) years from its Effective Date with the maximum term date of June 30, 2028.

D. Reserved.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract 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 Contract by the State for breach by Contractor, which shall be governed by which shall be governed by the termination clause under **§12**.

i. Method and Content

The State shall notify Contractor 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 Contract, 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, Contractor shall be subject to the rights and obligations set forth in which shall be governed by the termination clause under **§12**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

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B. "**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.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated their authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

D. RESERVED.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

H. **RESERVED**.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

K. "**Extension Term**" means the time period defined in §**2.C**.

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. "**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 Information 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."

N. "**Initial Term**" means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. RESERVED.

Q. "**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,

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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.

R. RESERVED.

S. “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. 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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.

U. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. “**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.

W. “**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.

X. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. **RESERVED.**

Z. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.

AA. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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4. COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

i. Interest

Amounts not paid by the State within 45 days of the State's conditions set forth in Exhibit A acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days in accordance with the terms of this Contract and Exhibit A, following the earlier to occur of Contractor'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 Contractor 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.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, 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

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accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress reports shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor 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 Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) calendar 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 for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within twenty (20) calendar days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

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B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two 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, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor 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 Contract, permitted by law or approved in Writing by the State. Contractor 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.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control

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effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor 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 Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit** B on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit** B shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

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9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor 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 their immediate family or their partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 Contract.

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor 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 Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

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i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. 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:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to

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the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor 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 Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract 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 Contract 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 Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor 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, Contractor 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 Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor 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.

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b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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 Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor 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 Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor 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 Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor'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 Contractor'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 Contract is deemed by the State to be contrary to the public interest or the State's best interest.

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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, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(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.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, 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 Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract 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 below 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 Contract. 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 Contract. 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 Contract.

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15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor 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. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. RESERVED

ii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, 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"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor 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 Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor 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 Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(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. RESERVED

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

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B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract 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 Contract.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract 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 Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. 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 Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract 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 Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

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R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Reserved

T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract.

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Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interest

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EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Provider agrees to provide preschool services in conjunction with the Colorado Universal Preschool Program, a program financed and governed by CDEC, during the 2025-2026 school year. Provider agrees to provide these services in compliance with the Colorado Preschool Program Act, set forth at §§ 26.5-4-201 through 26.5-4-211, C.R.S., and regulations promulgated at 8 C.C.R. 1404-1 ("Colorado Preschool Program").

Provider agrees to provide each eligible child for the Colorado Preschool Program and enrolled with the Provider's program with a minimum of 10 hours, tuition-free, high quality preschool programming for the Term of the Contract. Provider shall comply with all requirements of the Colorado Preschool Program, including, without limitation, the following:

Definitions

- "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.
- "Colorado Shines Quality Rating and Improvement System" means the system administered by CDEC pursuant to sections 26.5-5-101 through 26.5-5-103, C.R.S., to measure the level of preparedness of and quality of services provided by an early childhood education program to prepare children to enter elementary school.
- "Good cause" means emergency conditions or circumstances beyond the control of the party such as, but not limited to, impossibility for a party to meet a specified deadline; incapacity of the party or representative; or other situations which would prevent a reasonable person from meeting a deadline or complying with the process without modification. "Good cause" does not include: excessive workload of either the party or his/her representative; a party obtaining legal representation in an untimely manner; or any other circumstance which was foreseeable or preventable.
- "IEP" means individualized education program as that term is defined in section 22-20-103, C.R.S.
- "Preschool Program Application System" means the online application system administered and managed by CDEC and State that Providers will use to register with the Colorado Preschool Program and to match with potential eligible children.
- "Provider" references the Contractor referred to in the master contract.

Program Requirements

1. Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider shall adhere to the requirements of its license at all times. Provider is prohibited from entering a number of available 'seats' into the Colorado Preschool Program's Application System that exceeds Provider's licensed capacity.

2. Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider. An eligible child is considered enrolled in the Colorado Preschool Program once that child has a 'Start Date' entered into the Colorado Preschool Program's Application System, a fully completed and submitted 'Enrollment Form' in the Application System, and the Provider has verified with reasonable due diligence that the child meets the age eligibility requirements for the requisite funding stream received from CDEC, as established under § 26.5-4-201, C.R.S. May 15th of the current school year is the final date a child may be entered into the Colorado Preschool Program's

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Application System to be considered enrolled.

3. Provider must agree to guarantee families at least the minimum number of hours defined in Rule for the rate that is provided.

4. Provider is encouraged to offer CDEC feedback on how CDEC and Local Coordinating Organizations (LCOs) can better support the Colorado Preschool Program.

5. Provider is required to adhere to all reporting requirements as outlined herein.

6. Provider shall utilize the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State when advertising, registering, and enrolling children and families in the Colorado Preschool Program. In advertising, registering, and enrolling children and families in the Colorado Preschool Program, Provider will direct families to the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State. Provider shall refrain from utilizing their own application system in lieu of or in addition to the Colorado Preschool Program's Application System when enrolling children in the Colorado Preschool Program. This requirement does not apply to the limited three-year-old component of the Colorado Preschool Program for children without an Individualized Education Plan (IEP).

7. CDEC and Provider agree that providers in the State of Colorado who serve children with disabilities are subject to related state and federal laws. Thus, provisions of the Contract that conflict with state and federal legal requirements related to children with disabilities are inapplicable and of no force and effect against Provider.

8. Provider must adhere to insurance requirements as applicable and provide proof of insurance to CDEC within seven business days from execution of the contract.

Attendance and Reimbursement

1. Provider shall ensure that accurate enrollment and attendance records are kept for each child enrolled in Provider's program.

2. Provider agrees to post preschool tuition, enrollment, and ancillary costs on the Provider's profile in the Colorado Preschool Program's Application System prior to enrollment. These costs shall include the overall out-of-pocket cost to the family inclusive of all charges and fees the provider will charge for the 2025-26 school year. Provider is prohibited from charging a fee that is not posted on the Provider's profile in the Colorado Preschool Program's Application System.

3. Provider shall not charge a family participating in the Colorado Preschool Program tuition or fees for services that exceed the amount that is charged to families of preschool-aged children that do not participate in the Colorado Preschool Program for the same or similar services.

4. Provider is prohibited from placing a family on a waitlist for services.

5. Should an eligible child cease enrollment or otherwise withdraw, Provider must notify CDEC within ten (10) Business Days of such withdrawal through the Colorado Preschool Program's Application System, and must inform CDEC of the reason for the withdrawal. In addition to a family notifying a Provider that an eligible child has ceased enrollment or otherwise withdrawn, an eligible child is deemed to have ceased enrollment or otherwise withdrawn if they have been absent without explanation from Provider's program for fourteen (14) consecutive calendar days, or, the family attempts to enroll the child at a different Colorado Preschool Program provider via the Colorado Preschool Program's Application System.

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6. Should Provider fail to notify CDEC of a child who has ceased enrollment or otherwise withdrawn as described in (5) above, then CDEC shall have cause to terminate this Contract immediately.

7. In accordance with 8 CCR 1404-1 rule section 4.109(E), Provider must comply with the requirements of section 22-33-106.1, C.R.S., regarding the limited circumstances under which Provider may suspend or expel a child enrolled in the Colorado Preschool Program.

8. CDEC will pay Provider in accordance with the adopted provider rate and in accordance with the Payment Schedule provided below.

9. Absent written permission from CDEC, Provider is prohibited from increasing the number of available seats within a licensed location by more than twenty (20) percent (%) from the start of registration, which is defined as when Provider has entered their program information and number of available seats into the Colorado Preschool Program's Application System, and Provider's profile in the Colorado Preschool Program's Application System containing said information has been published for the first time for families applying for the 2025-2026 program year. Upon receipt of a written request from Provider, CDEC shall allow Provider to increase their number of available seats by more than twenty (20) percent (%) if the increase is reasonably related to either Provider maintaining compliance with any applicable law regarding the education of children with disabilities, or is due to an increase in the licensed capacity of Provider. Approval of a request to increase the number of available seats by more than twenty (20) percent (%) within a licensed location for any other reason shall be at CDEC's sole discretion.

Reporting Requirements

Provider agrees to adhere to all deadlines and submit documents as required or requested by CDEC in order for CDEC to effectuate the Colorado Preschool Program in compliance with state and federal law. Documents, which may include, but are not limited to, attendance records, enrollment records, suspension and expulsion records, annual calendars, bell schedules, hours of operation, tuition schedules, and detailed expense reports, must be retained for verification and payment authorization, and must be provided to CDEC upon request within 5 Business Days. Provider is responsible for ensuring that all contact information related to the program, including but not limited to the Program Director, Finance Director or CFO, CEO, President, Authorized Representative, Quality Director or other leadership positions pertinent to the operations of the program, is kept up-to-date, as necessary upon changes, with CDEC in the Colorado Preschool Program Application System and via CDEC through a google form as necessary upon changes, and provide any updated contact information monthly. No updates are required in situations where no changes have occurred. CDEC, at its sole discretion, may request other documentation if required to implement the Colorado Preschool Program, which must be provided in five business days.

1. Provider agrees to submit:

i. any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein;

ii. Monthly and or quarterly reports utilizing the templates attached to this Contract as **Exhibit C** regarding registration, enrollment, verification of a child's eligibility status, staff compensation, the delivery of services and expenditures

iii. The quarterly reports will be submitted by the Provider by December 31st, March 31st, June 30th. The quarterly reports shall be submitted through a system designated by CDEC.

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EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Colorado Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Colorado Preschool Program enrollment and capacity as required by CDEC in order for CDEC to effectuate the Colorado Preschool Program in congruence with state and federal law.

2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Colorado Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.

3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

If the Provider contends that CDEC or its payment vendor has not made adequate payment based on program rules for educational services provided, the procedures identified in §5 of the Contract. shall govern.

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.

2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Colorado Preschool Program's Application System, determine a family's eligibility for preschool services within 20 Business Days of receiving a verified and complete application packet.

3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Colorado Preschool Program's Application System.

4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404 rule section 4.109(F), any Provider educating a child with disabilities shall ensure compliance with:

i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (October 2023)" promulgated by the Colorado Department of Education ("CDE");

ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA) found at 20 U.S.C. sections 1400 through 1491, as amended, and including its implementing regulations at 34 C.F.R. Parts 300 and 303; and

iii. the "Exceptional Children's Educational Act" (ECEA) sections 22-20-101 through 22-20-206, C.R.S., and applicable provisions of the "Rules for the Administration of the

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Exceptional Children's Educational Act" located in 1 CCR 301-8, including an eligible preschool provider's obligation to ensure children with disabilities are served in a manner which conforms to the training, certification, referral, identification, licensing, authorization, and dispute resolution requirements found in 1 CCR 301-8, rule section 3.02(3); and

2. Provider will also adhere to the applicable provisions set forth at section 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 pursuant to section 24-85-103(2.5), C.R.S. Provider 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.

Payment Schedule

1. Payments for children with disabilities with an IEP will be made in arrears on a monthly basis based on enrollment. Pursuant to the obligations incurred by federal and state law related to the education of children with disabilities, CDEC will ensure that payments are made for every eligible child with an IEP. Provider will ensure that CDEC and the Administrative Unit (AU)responsible for placing a child with an IEP have timely access to any enrollment documentation necessary for the enrollment and delivery of services to any child with an IEP enrolled with Provider.

2. May 15th of the current school year is the final day that an eligible child who is not a child with disabilities with an IEP may be enrolled in and receive payment for Colorado Preschool Program services and funding;

3. For eligible children without an IEP who are in the year before kindergarten and enrolled in the universal preschool program under the Colorado Preschool Program— which provides tuition-free part-time preschool for all children—payments will be made in arrears on a monthly basis. For those children:

i. Provider will receive monthly payments, made in arrears for the previous month, from September through May with those payments consisting of the full month's rate in arrears for children enrolled and served in the previous month, and these monthly payments shall be scheduled by the 15th of each month by CDEC; unless the 15th falls on the weekend or a holiday then payments will be made on the closest business day.

ii. Provider will only receive an initial pre-payment on August 15th, if they have a demonstrated need, which is defined as a financial statement that identifies a financial balance less than the amount of Colorado Preschool Program payments estimated by CDEC for Provider to serve enrolled children in the month of August. This information must be provided to CDEC no later than July 25th to be considered for an initial pre-payment in August via a CDEC defined process. Provider will not receive an initial pre-payment in August based on the expected enrollment absent demonstrated need. If need is demonstrated, this initial pre-payment will be based on the expected enrollment, with CDEC calculating the expected enrollment based on state demographics, Colorado Preschool Program data, previous years' enrollment, and any documentation provided by the Provider; The reconciliation payment made in May will take into account any initial pre-payment made in August, with the initial pre-payment made in August acting as a credit in the reconciliation payment process.

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iii. After CDEC pays the Provider the full monthly rate in arrears for April by May 15th, CDEC will process a reconciliation payment by the end of May. This payment will cover services provided from May 1st through May 15th. CDEC will then provide a final reconciliation payment by June 15th which will be a final reconciliation to ensure Provider is paid the correct amount based on actual enrollment and delivery of services; and published rates, to ensure the Provider is paid accurately based on actual enrollment and service delivery made over the term of this Contract.

iv. In no case shall CDEC provide a payment for a child unless that child has a 'Start Date' entered into the Colorado Preschool Program's Application System, and that child has a fully completed and submitted 'Enrollment Form' in the Colorado Preschool Program's Application System;

v. The payments made in arrears will be based on those children who are in 'enrolled status' in the Colorado Preschool Program's Application System at the end of that month for which the arrears payment(s) is being made;

vii. Payment issues that arise between CDEC and Provider throughout the year will be reconciled on a periodic basis by December 31st and March 31st; and during the final reconciliation process by June 15th, with any overpayments to be returned to CDEC by June 30th.

vi. Providers may request payment for eligible children who were not timely entered into the Colorado Preschool Program's Application System only up to forty-five (45) calendar days preceding the date on which Provider enters the eligible child into the Colorado Preschool Program's Application System , and Provider shall provide proof via enrollment documentation that during that period to be eligible for payment, the eligible child did in fact receive preschool services despite not being properly enrolled with a 'start date' and fully completed and submitted 'enrollment form' in the Colorado Preschool Program's Application System. Depending on the timing of the Provider entry in the Colorado Preschool Program's Application System, CDEC may include payments through a reconciliation payment process or in a monthly payment, whichever is more timely. Any and all revisions to payment requests must be addressed through the payment vendor and approved by the Colorado Universal Preschool Program.

vii. At no time shall CDEC make payments for services rendered by the Provider, without an executed Provider agreement prior to the start of services.

4. If Provider is a recipient of funding designated for the limited three-year-old component of the Colorado Preschool Program for children without an IEP, this funding will be distributed monthly in accordance with monthly enrollment, and subject to a financial cap based on a three-year-old historical allocation from the 2022-23 Colorado Preschool Program, in the following manner:

i. The enrolling Provider, who is providing services, either directly or indirectly via contract with a directly funded by Provider, pursuant to section 26.5-4-208(3)(c), for three-year-olds without an IEP, will submit a monthly enrollment file through a system designated by CDEC by the 15th of each month for the prior month to account for the three-year-olds enrolled and provided services by the Provider

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c)

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must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.

ii. Providers are subject to a maximum cap regardless of the number of payments received, on the three-year-old Historical Allocation. Should the Provider receive payments up to the cap amount, CDEC is not required to make any additional payments to the Provider. CDEC shall have the option to make additional payments at its discretion with any available unused funds.

iii. Providers will be paid for three-year-olds by the last day of each month by CDEC; unless the last falls on the weekend or a holiday then payments will be made on the closest business day and consistent with the payment schedule and reconciliation process, commencing with a payment on September 15th, for children enrolled in August. There will be no pre-payments allowable for the Historical Allocation.

iv. CDEC will then provide a final reconciliation payment by June 15th which will be conducted to ensure the Provider is paid the correct amount based on actual enrollment and delivery of services; published rates; CDEC's shall have sole discretion of the potential redistribution of funds that exceed an individual Provider cap, should there be available resources.

Automatic Renewal of Contract

1. If, by June 1 of each year, Provider has obtained a quality rating of three (3), four (4), or five (5) from CDEC's Colorado Shines Quality Rating and Improvement System (QRIS), then at the end of the Term of this Contract, this Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term. Providers will be notified by email to the authorized representative. Should the provider obtain a quality rating of three (3), four (4), or five (5) in the 2026-2027 year, the Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term, not to exceed a maximum term of June 30, 2028.

2. If, by June 1 of each year, Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, this contract shall not automatically renew. Providers will be notified by email to the authorized representative.

3. If Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines , the Provider may submit an appeal to the Colorado Preschool Program no later than June 5th of each year, for the automatic contract renewal. All automatic contract renewal appeals will be processed and responded to by CDEC by June 15th. This appeal must be sent to: universalpreschool@state.co.us.

4. If Provider does not participate in the QRIS process, this contract shall not be eligible to automatically renew, and a new agreement will be required.

Additional Provisions

1. Payments by the State shall constitute currently appropriated expenditures of the State and may be paid solely from legally available funds. All obligations of the State shall be subject to

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the action of the Colorado General Assembly in annually making funds available for payments thereunder. The obligations of the State to make payments are subject to appropriation by the Colorado General Assembly, and shall not be deemed or construed as creating an indebtedness of the State within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of the State and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State within the meaning of Section 20(4) of Article X of the Colorado Constitution.

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EXHIBIT B-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Mike Coffman, on behalf of The City of Aurora, Colorado by and through its Recreation Division (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: DocuSigned by: Mike Coffman 6BED1A94972549D...

Printed Name: Mike Coffman

Title: Mayor

Date: 7/10/2025

Docusign Envelope ID: 435A28C4-F929-49CC-BC52-5CEFEC0A8A6F

EXHIBIT C-REPORTING TEMPLATES

Colorado Universal Preschool Program Quarterly Reporting Requirements
NOTE: Colorado Universal Preschool Program Quarterly Reporting templates may be revised at the discretion of CDEC at any time. The below templates are provided for reference. Links will be provider to each provider for reporting.

Please note – The below templates will be provided directly to proividers by the Colorado Universal Preschool Program via email

Colorado Universal Preschool Program Quarterly Reporting Template

To be completed in Q1 (by September 30th, 2025)

Background Information

1. Please select which best describes your provider type (select only one):
   a. Family Child Care Home
   b. District-based
   c. Charter school
   d. Faith-based or independent school serving preschool children and elementary-aged children
   e. Stand-alone Head Start (e.g., all classrooms in program are considered Head Start or Early Head Start classrooms and only serve children enrolled in Head Start and/or Early Head Start)
   f. Community-based non-profit affiliated with a larger organization
   g. Community-based non-profit not affiliated with a larger organization
   h. For-profit affiliated with a chain/corporation
   i. For-profit not affiliated with a chain/corporation

2. What additional public funding sources are used *to pay for tuition* for three and four year olds? Consider all three and four year olds, not just those participating in Universal Preschool. Select all that apply.

   Colorado Child Care Assistance Program (CCCAP)
   Exceptional Children's Educational Act (ECEA)
   Individuals with Disabilities Act (IDEA) Part B Funding
   School Financing funding
   Head Start
   Summit Pre-K Program
   Denver Preschool Program
   Other Public Funding Source (e.g., mill levy, local tax), please specify: [Open Text]
   None, other than family tuition

Children Enrolled in the Universal Preschool Program

4. How many four-year olds are enrolled in the Universal Preschool Program?
   [Drop down menu]

5. How many three-year olds are enrolled in the Universal Preschool Program?
   [Drop down menu]

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6. [SKIP LOGIC: ASK FOR EACH FUNDING SOURCE SPECIFIED IN QUESTION 2] How many children enrolled in the Universal Preschool Program also receive [FUNDING SOURCE] funding?
[Drop down menu]

7. What are the home languages of the children enrolled in the Universal Preschool Program who are English language learners?
[Drop down menu of languages, including "not applicable" and "Other: Open Text"]

Universal Preschool Program Structure

8. *(Display if Q1 is not a family child care provider.)* How many classrooms enroll at least one child in the Universal Preschool Program?
[Drop down menu]

9. Are there specific days and times that all children enrolled in the Universal Preschool Program attend? (For example, are all children enrolled in classroom "A" attend in the mornings, or on specific days of the week?)

a. Yes, this is true for all classrooms serving children in Universal Preschool
b. Some classrooms serving children in Universal Preschool have specific days and times, but not all
c. No, children enrolled in Universal Preschool can come to their classroom on different days and times

10. How many children enrolled in the Universal Preschool Program attend for more hours than funded by the Universal Preschool Program?
[Drop down menu]

Curriculum, Assessment & National Accreditation

11. The following "whole-child" curricula have been designed to support multiple domains of learning and development for preschool children. Do educators teaching children in the Universal Preschool Program use any of the following curricula? Please check all that apply. (If you select "other, please only include *curricula* that address multiple domains of development. In other questions we will ask you about curricula used to support one specific area of development, such as literacy or social-emotional development).

Big Day for PreK
☐ Connect4Learning
☐ Creative Curriculum
☐ Core Knowledge
☐ Experience Curriculum (formerly Mother Goose)
☐ Frog Street Pre-K
☐ Funshine Express
☐ High Scope
☐ Opening the World of Learning (OWL)

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☐ PreK for ME
☐ Tools of the Mind
☐ Proprietary Curriculum developed for our corporation
☐ Educators plan materials and activities according to themes, children's interests, and/or ☐ the educators' choice, but they do not use a formal curriculum.
☐ Educators do not yet use a specific process for planning for different domains of ☐ children's learning.
☐ Other: [Open Text]

12. Other types of curricula have been designed to support one particular domain of development (e.g., social-emotional OR literacy OR science). Do educators teaching children in the Universal Preschool Program use a particular social-emotional learning and development curriculum?
a. Yes, they use a specific curriculum to support social-emotional learning and development
b. Yes, they use a "whole child curriculum" that includes a social-emotional component
c. No, they do not use a specific social-emotional learning curriculum.

13. (Display if Q12 has a response of a). What social-emotional curriculum do educators use?
[Open Text]

14. Do educators teaching children in the Universal Preschool Program use a particular language and literacy curriculum?
a. Yes, they use a specific language and literacy curriculum
b. Yes, they use a "whole child curriculum" that includes a language and literacy component
c. No, they do not use a specific language and literacy curriculum

15. (Display if Q14 has a response of a). What language and literacy curriculum do educators use?
[Open Text]

16. Do educators teaching children in the Universal Preschool Program use a particular math curriculum?
a. Yes, they use a specific math curriculum
b. Yes, they use a "whole child curriculum" that includes a math component
c. No, they do not use a specific math curriculum

17. (Display if Q16 has a response of a). What math curriculum do educators use?
[Open Text]

18. Do educators teaching children in the Universal Preschool Program use a particular science curriculum?
a. Yes, they use a specific math curriculum
b. Yes, they use a "whole child curriculum" that includes a math component
c. No, they do not use a specific math curriculum

19. (Display if Q18 has a response of a). What science curriculum do educators use?

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[Open Text]

20. Do educators teaching children in the Universal Preschool Program use any of the following formative assessments to gauge how children are doing and to plan for their instruction? Select all that apply.

☐ Work Sampling System
☐ Teaching Strategies Gold
☐ Desired Results Developmental Profile (DRDP)
☐ Early Learning Inventory
☐ Other: [Open Text]
☐ Other: [Open Text]

21. Please select the national accreditations your provider has achieved (select all that apply).

☐ AdvancED
☐ American Montessori Society (AMS)
☐ Association of Christian Schools International (ACSI)
☐ Council on Accreditation (COA)
☐ National Association for the Education of Young Children (NAEYC)
☐ National Association for Family Child Care (NAFCC)
☐ National Early Childhood Program Accreditation (NECPA)
☐ Other: [Open Text]

22. (Display if Q1 is a district program.) Are preschool teachers in your school observed using an assessment of instructional quality?

a. Yes
b. No

23. (Display if Q22 is yes.) What classroom assessment of instructional quality is used?
[Open Text]

Educator Compensation

24. *(Display if Q1 is not a Family Child Care Home.)* Please consider all assistant teachers or teacher aides assigned to classrooms serving at least one child in the Universal Preschool Program. What is the highest rate of pay? (We will ask about lead teachers in a different report template.)
[Scroll box with $50 max entry for dollars and cents]

25. (Display if Q1 is not a Family Child Care Home.) Please consider all assistant teachers or teachers' aides assignment to classrooms serving at least one child in the Universal Preschool Program. What is the lowest rate of pay?
[Scroll box with $50 max entry for dollars and cents]

26. (Display if Q1 is not a Family Child Care Home.) What employer-sponsored benefits are provided to full-time teaching staff. Check all that apply.

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☐ At least 5 paid sick days
☐ At least 5 days of paid time off/vacation days
☐ Paid bank holidays
☐ Paid days during unexpected school closures (e.g., snow days)
☐ Health insurance
☐ Dental insurance
☐ Vision insurance
☐ Retirement plan
☐ Other insurance (e.g. life insurance, disability insurance, etc.)
☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
☐ Employee wellness and mental health resources (e.g. gym memberships, counseling, or telehealth services)
☐ Paid professional development
☐ Education/tuition stipend
☐ Expense reimbursements (e.g. mileage, supplies, or snacks)
☐ Hiring or retention bonuses
☐ Reduced rate or free child care for staff children

27. (Display if Q1 is family child care home.) Approximately how much is your annual income (take-home pay) from your work as a family child care provider.
[Scroll box with $100,000 max entry for dollars and cents]

28. (Display if Q1 is family child care home.) As part of your contract with families, do you include the following (select all that apply)?
☐ At least 5 paid sick days
☐ At least 10 days of paid time off/vacation days
☐ Paid bank holidays
☐ Paid days during unexpected school closures (e.g., snow days)

29. *(Display if Q1 is family child care home.)* Which benefits do you have and how are these benefits paid for?
[Table with below benefits, columns where they can select “Paid for by my revenue” “Paid for by outside funding (e.g., partner or spouse’s employment)” “Do not have this benefit”]
☐ Health insurance
☐ Dental insurance
☐ Vision insurance
☐ Retirement plan
☐ Other insurance (e.g. life insurance, disability insurance, etc.)
☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
☐ Employee wellness and mental health resources (e.g. gym memberships, counseling or telehealth services)

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EXHIBIT C-REPORTING TEMPLATES

Staffing Challenges and Resources

30. *(Display if Q1 is not family child care home.)* Do you have preschool classrooms that are currently closed due to difficulty finding teachers to hire?

a. Yes
b. No

31. *(Display if Q1 is not family child care home.)* Does your program employ substitutes?

a. Yes
b. No

32. Does your program have access to external substitute placement agencies that can provide substitutes as needed?

a. Yes
b. No
c. I don't know

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EXHIBIT C-REPORTING TEMPLATES

Reason For Expense (CDE reporting form)	**Description**	**Total all expenses for each program to include salaries, supplies, fees, technology, and others**	**Category on form**
Instruction	Dealing directly with the **interaction** between teachers and students. Staffing	teacher/aide salaries, FCCH income, instructional activity supplies	Instruction
Support Serv-Inst Staff	Anything associated with assisting the instructional staff with the content and process of providing learning experiences for students. (ie., coaching)	extra supports for staff, any classroom supplies only adults use	Support Service-Instructional Staff
Support Serv- General Admin	Anything concerned with establishing and administering policy for operating the school district.	N/A if not a district	District Section
Support Serv- School Admin/Sup Serv-business w/o grants	Expenditures of overall administrative responsibility for a school. Costs related to paying, the administration of direct services for the school.	division level support, director salaries	Administrative Costs
Oper & Maint of Plant Serv w/o grants	Anything concerned with keeping the physical locations open, comfortable and safe for use and keeping the grounds, buildings and equipment in effective working condition and state of repair. These include the activities of maintaining safety in buildings, on the grounds and in the vicinity of schools.	rent/insurance of corporate address (not personal address), buildings and grounds expenses, salaries/fees for maintenance or cleaning, vehicle maintenance	Operations & Maintenance of Location
Student Transportation Services	Anything concerned with conveying students to and from school, as provided by state and federal law. These activities include trips between home and school and trips to school activities.	mileage for program implementation/curricular activities, transportation fees	Student Transportation Services
Sup Serv Cent w/o grants-Sup Serv w/grants	Anything, other than general administration, which support each of the other instructional and support services programs. These activities include planning, research, development, evaluation, information, staff and data processing services. Support services provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs.	Things that support planning, research, development, evaluation, information, staff and data processing services. fees nurse to come in, contract with community liaison	Support Services-non instructional staff
Sup Serv Central: Cabinet Level w/o grants	district only	N/A if not a district	District Section
Planning/Evaluation - Support Serv-Students	Expenditures associated with conducting and managing programs of planning and research development. Costs related to designed to assess and improve support the teaching process.	planning, research, development information, staff and data processing services	Classroom Planning

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EXHIBIT C-REPORTING TEMPLATES

Planning/Evaluation - Support Serv-Students	Expenditures associated with evaluation for a school system on a system-wide basis. Costs related to designed to assess and improve the well-being of students.	evaluation, assessments, of students	Child Assessment/Evaluation
Other Sup Services w/o grants	All other support services not classified elsewhere in the 20 series.	anything supporting instruction not identified, if not sure where else	Support Services-non instructional staff
Volunteer Services-Community Services-Non-Instructional Services-Enterprise Operations- Other Uses-Debt Service - Educational Library Services/Fail Acquisition & Constructions Svcs-	Anything concerned with securing and providing non-paid volunteers for a school or school district. Anything concerned with providing community services to students, staff or other community participants. Examples of this function would be the operation of a community swimming pool, a recreation program, a child care center, etc. Anything concerned with providing non-instructional services to students, staff or community. Anything that are financed and operated in a manner similar to private business enterprises – where the stated intent is that the costs are financed or recovered primarily through user charges. A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified under Other Uses. These include debt service payments (principal and interest) and certain transfers of moneys from one fund to another. Servicing the debt of the school district, including payments of both principal and interest and debt issuance costs. The receipt and payment of principal on short-term loans are handled as an adjustment to balance sheet account 7451. Anything concerned with the delivery of library services, including but not limited to: audiovisual services, education television services, instruction-related technology and other educational library services. Anything concerned with acquiring land and buildings; remodeling buildings; constructing buildings and additions to buildings; initially installing or extending service systems and other built-in equipment; and improving sites.	paying for shirts for volunteers/appreciation. rec center program costs. fees to check vision/hearing extra activities families can pay an extra fee for. anything not identified, if not sure where-marketing. program debt payments, not personal. If don't have a stand alone library, doesn't apply. Only things dedicated to a library any business capital improvements	Other-Specify
Food Services Operations-	Anything concerned with providing food to students and staff in a school or school district. This service area includes preparing and serving regular and incidental meals, lunches or snacks in connection with school activities and food delivery.	providing meals for FCCH, hiring vendor to bring in food, food expenses, salaries	Food Services Operations
Enterprise Instructional	district only	N/A if not a district	District Section
Enterprise Non-Instructional	district only	N/A if not a district	District Section

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Education for Adults	Anything concerned with providing services for adults. Courses or units of instruction related to acquisition of basic knowledge and skills which are comparable to those ordinarily obtained by students in a K-12 instructional program. An example is GED preparation. Normally, Adult Basic Education programs are not pre employment nor employer oriented. Courses or units of instruction directly related to providing individuals with the skills, attitudes and abilities necessary to obtain entry level employment in specific occupations or closely related clusters of occupations requiring less than a baccalaureate or advanced degree. (staff training costs--non staffing)	Any PD for staff, coaching fees/salaries	Staff training costs
Curriculum	Curriculum used to directly support with the interaction between teachers and students.	(materials for different subjects and learning areas within a course of study)	Curriculum
Supplies	Expenditures for supplies used in daily operations	(paper, pens, ink cartridges, envelopes, staples, and other disposable items adults use for operating the business)	Supplies
Indirects	Anything concerned with overall indirect administrative costs for a school district/school. Anything concerned with paying, transporting, exchanging and maintaining goods and services for the school district. Included are the fiscal and internal services necessary for operating the school district.	accounting, HR services shared across corporate, corporate level expenses	Up to 15% Indirect Costs

INSTRUCTIONS FOR EACH TAB AND SUBMISSION:

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EXHIBIT C-REPORTING TEMPLATES

Provider Expenditure Report 2025-26 School Year Tab	You will enter all expenses for the school year into this tab, and it may be used and updated throughout the year. Depending on your accounting practices, keeping track of how you spent the payments received from CDEC will be important to increase efficiencies in this reporting. Credits to parent accounts are not considered an expense in this reporting model. The reporting lines under "Expenditures - Universal Preschool Program Revenues " will list how you spent the money received from CDEC UPK rate payments only and should total the total received payments for that quarter/time period. You may use the "Child Payment 2025-26 School Year Tool" to keep track of payments received but this is not required. The reporting lines under "OPTIONAL: Expenditures outside of Universal Preschool Program Revenues" may be used to show how you spent the money you receive from other payment sources but is not required. The purpose of this would be to show your true expenses if you would like to do so. The reporting lines under "IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section" are for school districts only.
Q1-Q2 Tab	You will enter all expenses for quarters 1 and 2 into this tab. Quarter one is August through November and quarter two is December through February.
Q3 Tab	You will enter all expenses for quarter 3 into this tab. Quarter three is March through May.
Staff Expenditure 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track expenses you may choose to use UPK rate payments to cover staff salaries. Staff listed under "Direct Services" will be staff directly implementing UPK classroom programming. Staff listed under "Administrative" will be staff providing office, custodial, food service, or other supports outside of the classroom activities. The expense lines with "Support Services/ Support Serv" in their title cover the activities this group of staff implement.
Child Payment 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track the payments you receive for each child you serve by month.

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EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures Template

Provider Expenditure Statement

Full Year Total 2025-26 School Year $0.00

Statement Date:

Provider Name:

License #:

Expenditures - Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section

Program	Expenditures	Indirect
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	$0.00

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EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 1 & Quarter 2		
Provider Expenditure Statement		
Feb 2026)	$0.00	
Statement Date:		
Provider Name:		
License #:		

Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	

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EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 3	
Provider Expenditure Statement	
Quarter 3 Total 2025-26 School Year (March-May 2026)	$0.00
Statement Date:	
Provider Name:	
License #:	

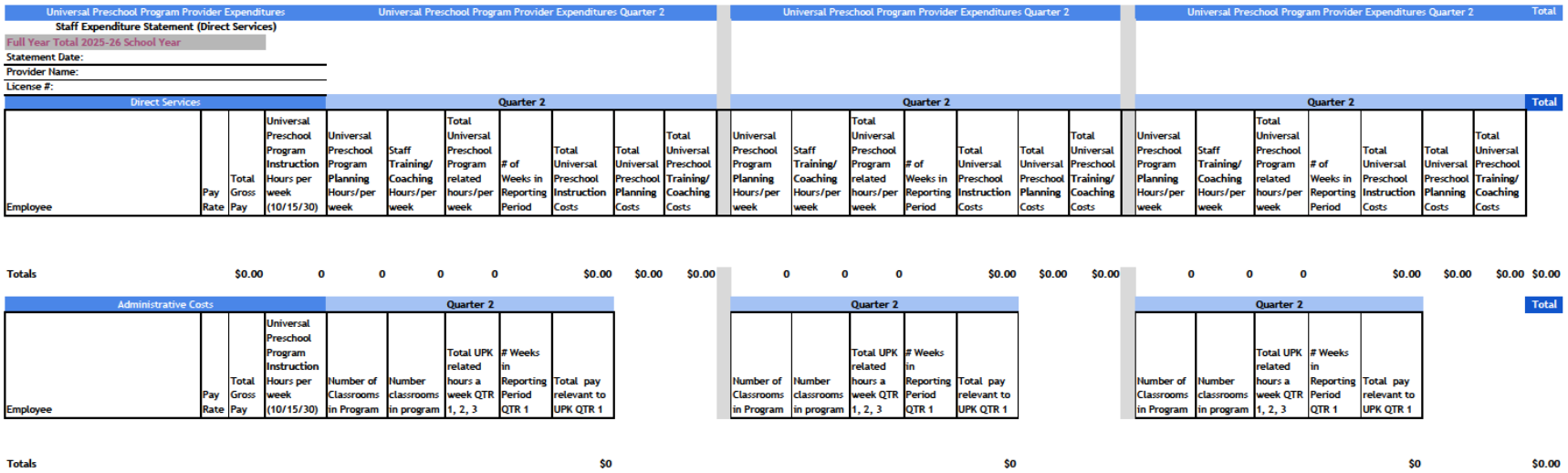
Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	

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EXHIBIT C-REPORTING TEMPLATES



Universal Preschool Program Provider Expenditures				Universal Preschool Program Provider Expenditures Quarter 2							Universal Preschool Program Provider Expenditures Quarter 2							Universal Preschool Program Provider Expenditures Quarter 2							Total
Staff Expenditure Statement (Direct Services)																								
Full Year Total 2025-26 School Year																								
Statement Date:																								
Provider Name:																								
License #:																								
Direct Services				Quarter 2							Quarter 2							Quarter 2						Total
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	
Totals		$0.00	0	0	0	0		$0.00	$0.00	$0.00	0	0	0		$0.00	$0.00	$0.00	0	0	0		$0.00	$0.00	$0.00	$0.00

Administrative Costs				Quarter 2					Quarter 2					Quarter 2					Total
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	
Totals								$0					$0					$0	$0.00

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EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures		Quarter 1 Revenues				Quarter 2 Revenues				Quarter 3 Revenues				Final Reconcillation Revenues		
Universal Preschool Child Payment Statement (Revenues)					Quarter 1 Total				Quarter 2 Total				Quarter 3 Total			Final Reconciliation
Full Year Total 2024-25 School Year					$0				$0				$0			$0
Statement Date:																
Provider Name:																
License #:														May 1st-May 15th	Final Reconciliation	
Date Payment Received:		9/15/2025	10/15/2025	11/14/2025		12/15/2025	1/15/2026	2/13/2026		3/13/2026	4/15/2026	5/15/2026		5/29/2026	6/15/2026	
Child Name/ID	Hours Awarded	Payment 1	Payment 2	Payment 3	Quarter 1 Total	Payment 4	Payment 5	Payment 6	Quarter 2 Total	Payment 7	Payment 8	Payment 9	Quarter 3 Total	Payment 10	Payment 11	Final Reconciliation
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
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					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
Total		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

RESOLUTION NO. R2026- ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS RECREATION DIVISION IN THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE STATE OF COLORADO FUNDING THE COLORADO UNIVERSAL PRESCHOOL PROGRAM.

WHEREAS, pursuant to Colo. Const. art XIV, § 18, and C.R.S. § 29-1-203, as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, in 2022, the Colorado General Assembly passed House Bill 22-1295, which established the Colorado Universal Preschool Program ("UPK Program") that offers voluntary, high-quality universal preschool to every child in the year before kindergarten; and

WHEREAS, the UPK Program launched in the fall of 2023 and is operated by the State of Colorado ("State") acting by and through the Department of Early Childhood; and

WHEREAS, the City of Aurora's ("City's") Recreation Division in the Parks, Recreation, and Open Space Department is a licensed provider in the UPK Program and provides preschool activities for each eligible child in the UPK Program, outlined in Sections 26.5-4-201 through 26.5-4-211, C.R.S., according to the attached Intergovernmental Agreement ("IGA") between the Parties, with a yearly auto-renewal dependent upon on a rating system, not to exceed a term ending on June 30, 2028; and

WHEREAS, the Parties desire to enter into an Amendment to the UPK Program IGA, extending it through June 30, 2030, and removing the yearly auto-renewal system dependent upon a rating system.

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

Section 1. City Council approves the Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Recreation Division in the Parks, Recreation and Open Space Department, and the State of Colorado, acting by and through the Department of Early Childhood for the Colorado Universal Preschool Program.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Amendment 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 _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
BRITT M. WIRTH, Assistant City Attorney

Parks, Foundations, and Quality of Life (PFQL) Meeting
August 27, 2026

Members Present: Council Member Stephanie Hancock, Chair; Council Member Ruben Medina, Vice Chair;

Members Absent: Council Member Curtis Gardner, Member

Others Present: L. Perry, B. Green, E. Janes, K. Ryan, T. Tully, W. Stieger, M. Krebsbach, A. Camacho, N. Ankeney, T. Bryant, B. Wirth, A. Morris, S. Brainard, B. Mendoza Ortega, J. Wallis, D. Hunt, M. Guggenmos, B. Brown, D. Salazar Salas, S. Jaquith, A. Valles Morales, G. Pingenot, T. Young, S. Fry Jones, J. Phillips

1. CALL TO ORDER

Council Member (CM) Hancock welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. 6-25-2026 PFQL Minutes for Approval

The June 25, 2026 PFQL Minutes were approved.

3. ANNOUNCEMENTS

N/A

4. AGENDA ITEMS

4.a. Amendment to the Colorado Universal Preschool (UPK) Program IGA for 2026-2030

Summary of Issue:
Donna Hunt, Superintendent of Youth Services, presented Amendment to the Colorado Universal Preschool (UPK) Program IGA for 2026-2030. In 2022, HB22-1295 passed which established the Colorado Universal Preschool Program (UPK) to offer voluntary, high-quality preschool to every Colorado child in the year before kindergarten. The program offers 10 and 15 hours automatically to every family, but they have to qualify for the 30-hour option. The city of Aurora has a mixed-delivery system meaning if children qualify for 15 hours only but parents want them to attend for 30 hours, the parents can pay tuition for the remainder 15 hours. In the 2025-2026 school year, the city of Aurora preschools serviced 160 preschoolers, over 400 enrollments for summer camps, and 126 students had free preschool. The proposal for the 2026-2027 school year is to offer 150 UPK openings and 59 tuition openings. The city of Aurora has 4 preschools licensed through the state of Colorado.

Committee Discussion:
CM Medina thanked Donna and her staff for the work they do. CM Medina spoke about the importance of education in the lives of children and how the preschool staff are part of that contribution.

CM Hancock is impressed with the work done in the preschools and admires the work and impact staff has on the children. CM Hancock had the opportunity to do Story Time and enjoyed it.

Outcome:
CM Hancock and CM Medina approved the amendment to the agreement moving forward to Study Session.

Follow-up Action:
N/A

CITY OF AURORA
Council Agenda Commentary

Item Title: Opposition to Colorado Proposition 132 (Resolution)
Item Initiator: Gianina Horton, Council Member / Robert Andrews, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Gianina Horton, Council Member / Robert Andrews, Council Member
Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item 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: Federal, State & Intergovernmental Relations

Policy Committee Date: 8/20/2026

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This Resolution was discussed at FSIR on 8/20/2026 and was moved forward with 2-1 support

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

The Resolution asks Council to take a position opposing State Proposition 132, which is a State ballot measure that makes changes to sentencing for charges related to Fentanyl.

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 Coucil wish to support the Resolution?

LEGAL COMMENTS

A resolution is the formal legislative act by which the City Council expresses a position on matters of public policy. A resolution may be used for a statement of policy or other matters which are not required to be adopted by an ordinance. (City of Aurora, Rules of Order and Procedure for the Aurora, Colorado, City Council, Article IV, Section 2). (Wood)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OPPOSING COLORADO PROPOSITION 132 (PENALTIES FOR FENTANYL CRIMES) AND AFFIRMING A COMPREHENSIVE, EVIDENCE-BASED APPROACH TO ADDRESSING THE FENTANYL CRISIS.

WHEREAS, The City Council of the City of Aurora (Council) recognizes that fentanyl continues to have devastating impacts on individuals, families, and communities in Aurora and throughout Colorado and supports strong efforts to reduce overdose deaths and improve public safety; and

WHEREAS, Council believes that people who struggle with fentanyl addiction should have access to services, and those who knowingly manufacture and traffic illicit fentanyl should be held accountable; and

WHEREAS, Council further believes that addressing the fentanyl crisis requires increased investment in evidence-based prevention, treatment, recovery, and behavioral health services; and

WHEREAS, Proposition 132 would establish mandatory minimum prison sentences for certain fentanyl-related offenses and reduce judicial discretion to impose individualized sentences based upon the facts and circumstances of each case; and

WHEREAS, Council believes judicial discretion is an essential component of a fair and effective criminal justice system because it allows courts to distinguish between varying levels of culpability and impose sentences that are just and proportionate; and

WHEREAS, Proposition 132 would require hundreds of millions of tax-payer funds for jail and prison beds at a time when state and local budgets are strained, and Proposition 132 provides no money for prevention, treatment, or recovery services; and

WHEREAS, modeling prepared by researchers at the Colorado Poverty and Health Initiative, using Colorado-specific assumptions, projects that expanding mandatory incarceration for fentanyl offenses without corresponding expansion of treatment capacity could result in increased overdose deaths by limiting access to treatment and recovery services, while recognizing that predictive models are not guarantees of future outcomes; and

WHEREAS, Council believes there should not be an either-or approach, and that Colorado can and should pursue policies that are both compassionate and accountable by aggressively targeting major drug traffickers while preserving judicial discretion and expanding access to effective treatment and recovery services.

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

Section 1. **Statement of Principles**.

Council believes that effective responses to the fentanyl crisis should:

1. Preserve judicial discretion so courts may impose sentences that are just, proportionate, and tailored to the unique facts of each case;
2. Hold individuals and organizations that knowingly manufacture and traffic fentanyl accountable;
3. Prioritize law enforcement efforts against major traffickers and organized criminal enterprises responsible for introducing fentanyl into Colorado communities;
4. Recognize substance use disorder as a public health issue requiring prevention, treatment, recovery, and behavioral health services in addition to criminal justice interventions;
5. Invest public resources in evidence-based strategies that reduce overdose deaths, improve community safety, reduce recidivism, and promote long-term recovery; and
6. Ensure taxpayer dollars are directed toward policies that have demonstrated effectiveness rather than approaches that primarily increase incarceration without corresponding improvements in public safety.

Section 2. **Opposition to Proposition 132.**

Council formally opposes Proposition 132 because the Council believes that mandatory minimum sentencing:

1. Restricts the ability of judges to consider the individual facts and circumstances of each case;
2. Limits the flexibility of courts to distinguish between varying levels of culpability and risk;
3. May increase incarceration costs without sufficient evidence that it will reduce fentanyl trafficking, addiction, or overdose deaths;
4. Risks diverting limited public resources away from prevention, treatment, recovery, and other evidence-based interventions; and
5. Does not represent the balanced, data-informed approach necessary to effectively address Colorado's fentanyl crisis.

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

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

Be it Enacted by the People of the state of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-18-102, **add** (35.5) as follows:

18-18-102. Definitions.

As used in this article 18:

(35.5) "LEVEL 4 TREATMENT-MANDATED DRUG FELONY" MEANS A LEVEL 4 DRUG FELONY THAT IS ELIGIBLE TO BE VACATED FOLLOWING SUCCESSFUL COMPLETION OF COURT-ORDERED TREATMENT FOR DRUG REHABILITATION ACCORDING TO THE PROVISIONS OF SECTION 18-1.3-103.5.

SECTION 2. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 18-18-405 as follows:

18-18-405. Unlawful distribution, manufacturing, dispensing, or sale.

(1)(a) EXCEPT AS AUTHORIZED BY PART 1 OF ARTICLE 280 OF TITLE 12, PART 2 OF ARTICLE 80 OF TITLE 27, PART 2 OR 3 OF THIS ARTICLE 18, SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, IT IS UNLAWFUL FOR ANY PERSON KNOWINGLY TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, OR TO POSSESS WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, A CONTROLLED SUBSTANCE; OR INDUCE, ATTEMPT TO INDUCE, OR CONSPIRE WITH ONE OR MORE OTHER PERSONS, TO MANUFACTURE, DISPENSE, SELL, DISTRIBUTE, OR POSSESS WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, A CONTROLLED SUBSTANCE; OR POSSESS ONE OR MORE CHEMICALS OR SUPPLIES OR EQUIPMENT WITH INTENT TO MANUFACTURE A CONTROLLED SUBSTANCE.

(b) AS USED IN THIS SUBSECTION (1), "DISPENSE" DOES NOT INCLUDE LABELING, AS DEFINED IN SECTION 12-280-103 (23).

(2) EXCEPT AS OTHERWISE PROVIDED FOR AN OFFENSE CONCERNING MARIJUANA AND MARIJUANA CONCENTRATE IN SECTION 18-18-406 AND FOR SPECIAL OFFENDERS AS PROVIDED IN SECTION 18-18-407, A PERSON WHO VIOLATES ANY OF THE PROVISIONS OF SUBSECTION (1) OF THIS SECTION:

(a) COMMITS A LEVEL 1 DRUG FELONY AND IS SUBJECT TO THE MANDATORY SENTENCING PROVISIONS IN SECTION 18-1.3-401.5 (7) IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(A) MORE THAN TWO HUNDRED TWENTY-FIVE GRAMS AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE; OR

(B) MORE THAN ONE HUNDRED TWELVE GRAMS AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES; OR

(C) MORE THAN FIFTY MILLIGRAMS AND CONTAINS FLUNITRAZEPAM; OR

(D) ANY AMOUNT AND CONTAINS FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g); OR

(II) AN ADULT SELLS, DISPENSES, DISTRIBUTES, OR OTHERWISE TRANSFERS ANY QUANTITY OF A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE OR ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY AMOUNT OF A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE, OTHER THAN MARIJUANA OR MARIJUANA CONCENTRATE, TO A MINOR AND THE ADULT IS AT LEAST TWO YEARS OLDER THAN THE MINOR;

(III) EXCEPT AS PROVIDED IN SECTION 18-1-711 (3)(i), THE DEFENDANT COMMITTED A VIOLATION OF SUBSECTION (2)(a)(I)(D) OF THIS SECTION, AND THE ACTIONS IN VIOLATION OF SUBSECTION (2)(a)(I)(D) OF THIS SECTION ARE THE PROXIMATE CAUSE OF THE DEATH OF ANOTHER PERSON WHO

USED OR CONSUMED THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINED FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g).

(b) COMMITS A LEVEL 2 DRUG FELONY IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(A) MORE THAN FOURTEEN GRAMS, BUT NOT MORE THAN TWO HUNDRED TWENTY-FIVE GRAMS, AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE;

(B) MORE THAN SEVEN GRAMS, BUT NOT MORE THAN ONE HUNDRED TWELVE GRAMS, AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES; OR

(C) MORE THAN TEN MILLIGRAMS, BUT NOT MORE THAN FIFTY MILLIGRAMS, AND CONTAINS FLUNITRAZEPAM;

(II) AN ADULT SELLS, DISPENSES, DISTRIBUTES, OR OTHERWISE TRANSFERS ANY QUANTITY OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE OR ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE TO A MINOR AND THE ADULT IS AT LEAST TWO YEARS OLDER THAN THE MINOR;

(c) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION, COMMITS A LEVEL 3 DRUG FELONY IF THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(I) NOT MORE THAN FOURTEEN GRAMS AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE;

(II) NOT MORE THAN SEVEN GRAMS AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES;

(III) NOT MORE THAN TEN MILLIGRAMS AND CONTAINS FLUNITRAZEPAM; OR

(IV) MORE THAN FOUR GRAMS AND CONTAINS A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE.

(d) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION OR SECTION 18-1-711 (3)(j), COMMITS A LEVEL 4 DRUG FELONY IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN FOUR GRAMS AND CONTAINS A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE; OR

(II) NOTWITHSTANDING SUBSECTION (2)(c) OF THIS SECTION, THE VIOLATION INVOLVES DISTRIBUTION OR TRANSFER OF THE CONTROLLED SUBSTANCE FOR THE PURPOSE OF CONSUMING ALL OF THE CONTROLLED SUBSTANCE WITH ANOTHER PERSON OR PERSONS AT A TIME SUBSTANTIALLY CONTEMPORANEOUS WITH THE TRANSFER; EXCEPT THAT THIS SUBPARAGRAPH (II) APPLIES ONLY IF THE DISTRIBUTION OR TRANSFER INVOLVES NOT MORE THAN FOUR GRAMS OF A SCHEDULE I OR II CONTROLLED SUBSTANCE OR NOT MORE THAN TWO GRAMS OF METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES;

(e) COMMITS A LEVEL 1 DRUG MISDEMEANOR IF THE VIOLATION INVOLVES:

(I) A SCHEDULE V CONTROLLED SUBSTANCE; OR

(II) A TRANSFER WITH NO REMUNERATION OF NOT MORE THAN FOUR GRAMS OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE.

(3) WHEN A PERSON COMMITS UNLAWFUL DISTRIBUTION, MANUFACTURE, DISPENSING, SALE, OR POSSESSION WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE ANY SCHEDULE I OR

SCHEDULE II CONTROLLED SUBSTANCE, AS LISTED IN SECTION 18-18-203 OR 18-18-204, FLUNITRAZEPAM, KETAMINE, OR CATHINONES, OR CONSPIRES WITH ONE OR MORE PERSONS TO COMMIT THE OFFENSE, PURSUANT TO SUBSECTION (1) OF THIS SECTION, TWICE OR MORE WITHIN A PERIOD OF SIX MONTHS, WITHOUT HAVING BEEN PLACED IN JEOPARDY FOR THE PRIOR OFFENSE OR OFFENSES, THE AGGREGATE AMOUNT OF THE SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE, FLUNITRAZEPAM, KETAMINE, OR CATHINONES INVOLVED MAY BE USED TO DETERMINE THE LEVEL OF DRUG OFFENSE.

(4) EXCEPT FOR A PROSECUTION FOR MANUFACTURING, A PERSON COMMITS A LEVEL 1 DRUG MISDEMEANOR FOR A VIOLATION OF SUBSECTION (2)(c)(I), (2)(c)(II), OR (2)(d) OF THIS SECTION IF:

(a) THE DISTRIBUTION, DISPENSING, TRANSFER, OR SALE INVOLVES A MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN FOUR GRAMS AND CONTAINS ANY AMOUNT OF A CONTROLLED SUBSTANCE IDENTIFIED IN SUBSECTION (2)(c)(I), (2)(c)(II), OR (2)(d) OF THIS SECTION;

(b) THE DEFENDANT REPORTS IN GOOD FAITH AN EMERGENCY DRUG OVERDOSE EVENT TO A LAW ENFORCEMENT OFFICER, TO THE 911 SYSTEM, OR TO A MEDICAL PROVIDER, OR THE DEFENDANT AIDS OR SEEKS AID FOR THE PERSON WHO SUFFERED THE EMERGENCY DRUG OVERDOSE;

(c) THE DEFENDANT REMAINS AT THE SCENE OF THE EVENT UNTIL A LAW ENFORCEMENT OFFICER OR AN EMERGENCY MEDICAL RESPONDER ARRIVES OR THE DEFENDANT REMAINS AT THE FACILITIES OF THE MEDICAL PROVIDER UNTIL A LAW ENFORCEMENT OFFICER ARRIVES;

(d) THE DEFENDANT IDENTIFIES HIMSELF OR HERSELF AND COOPERATES WITH THE LAW ENFORCEMENT OFFICER, EMERGENCY MEDICAL RESPONDER, OR MEDICAL PROVIDER; AND

(e) THE OFFENSE ARISES FROM THE SAME COURSE OF EVENTS FROM WHICH THE EMERGENCY OVERDOSE EVENT AROSE.

SECTION 3. In Colorado Revised Statutes, 18-1.3-401.5, **amend** (7) and (10)(a)(III.5) as follows:

18-1.3-401.5. Drug felonies classified - presumptive and aggravated penalties - legislative intent.

(7) ~~Except as provided in section 18-18-405 (2)(a)(III)(B), notwithstanding~~ NOTWITHSTANDING any provision of this section to the contrary, if the defendant is convicted of a level 1 drug felony, the court shall sentence the defendant to a term of incarceration in the department of corrections of at least eight years but not more than thirty-two years. The presence of one or more of the aggravating circumstances provided in subsection (10)(a) of this section or in section 18-18-407 (1) requires the court to sentence a defendant convicted of a level 1 drug felony to a term of incarceration in the department of corrections of at least twelve years but no more than thirty-two years. The court may impose a fine in addition to imprisonment.

(10)(a) Except for a level 1 drug felony, the presence of one or more of the following aggravating circumstances at the time of the commission of a drug felony offense requires the court, if it sentences the defendant to incarceration, to sentence the defendant to a term of at least the midpoint in the presumptive range but not more than the maximum term of the aggravated range:

(III.5) The defendant was on appeal bond following ~~his or her~~ THE DEFENDANT'S conviction for a previous felony;

SECTION 4. In Colorado Revised Statutes, 18-18-407, **amend** (1)(h) as follows:

18-18-407. Special offender - definitions.

(1) A person who commits a felony offense pursuant to this part 4 under any one or more of the following aggravating circumstances commits a level 1 drug felony and is a special offender:

(h**)** The defendant committed a violation of section 18-18-405 (2)(a)(I)(D)~~, (2)(b)(I)(D), or (2)(c)(V),~~ and the defendant possessed pill or tablet manufacturing equipment with the intent to use the equipment in the manufacture of a controlled substance.

SECTION 5. In Colorado Revised Statutes, **repeal and reenact** 18-18-403.5 as follows:

18-18-403.5. Unlawful possession of a controlled substance - notice to revisor of statutes - repeal.

(1) EXCEPT AS AUTHORIZED BY PART 1 OR 3 OF ARTICLE 280 OF TITLE 12, PART 2 OF ARTICLE 80 OF TITLE 27, SECTION 18-1-711, SECTION 18-18-428 (1)(b), PART 2 OR 3 OF THIS ARTICLE 18, SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, IT IS UNLAWFUL FOR A PERSON KNOWINGLY TO POSSESS A CONTROLLED SUBSTANCE.

(2) ON OR AFTER MARCH 1, 2020, A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY POSSESSING:

(a) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF FLUNITRAZEPAM; KETAMINE; GAMMA HYDROXYBUTYRATE, INCLUDING ITS SALTS, ISOMERS, AND SALTS OF ISOMERS; CATHINONES; OR MORE THAN FOUR GRAMS OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE I OR II OF PART 2 OF THIS ARTICLE 18 COMMITS A LEVEL 4 DRUG FELONY.

(b) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS NOT MORE THAN FOUR GRAMS OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE I OR II OF PART 2 OF THIS ARTICLE 18 OR ANY QUANTITY OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE III, IV, OR V OF PART 2 OF THIS ARTICLE 18 EXCEPT FLUNITRAZEPAM, GAMMA HYDROXYBUTYRATE, OR KETAMINE COMMITS A LEVEL 1 DRUG MISDEMEANOR; EXCEPT THAT A FOURTH OR SUBSEQUENT OFFENSE FOR A VIOLATION OF THIS SUBSECTION (2)(b) IS A LEVEL 4 DRUG FELONY.

(3)(a) NOTWITHSTANDING SUBSECTION (2) OF THIS SECTION, ON OR AFTER JANUARY 1, 2027, A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY KNOWINGLY POSSESSING:

(I) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS MORE THAN ONE GRAM AND NOT MORE THAN FOUR GRAMS AND CONTAINS ANY QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMMITS A LEVEL 3 DRUG FELONY;

(II) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN ONE GRAM AND CONTAINS ANY QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMMITS A LEVEL 4 TREATMENT-MANDATED DRUG FELONY AND SUCH DEFENDANT IS ELIGIBLE FOR COURT-ORDERED TREATMENT FOR DRUG REHABILITATION.

(4)(a) A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY POSSESSING ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS A QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), THAT IS MORE THAN SIXTY PERCENT OF THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION, COMMITS A LEVEL 2 DRUG FELONY.

(b)(I) THIS SUBSECTION (4) TAKES EFFECT AT 12:01 A.M. THIRTY DAYS AFTER THE DATE IDENTIFIED IN THE NOTICE PROVIDED TO THE REVISOR OF STATUTES BY THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION THAT THE COLORADO BUREAU OF INVESTIGATION HAS THE RESOURCES TO DETERMINE THE QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMPARED TO THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION, OR ON THE DATE OF THE NOTICE TO THE REVISOR OF STATUTES IF THE NOTICE DOES NOT SPECIFY A DIFFERENT DATE.
(II) THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION SHALL NOTIFY THE REVISOR OF STATUTES IN WRITING WHEN THE CONDITION SPECIFIED IN SUBSECTION (4)(b)(I) OF THIS SECTION HAS OCCURRED BY E-MAILING THE NOTICE TO REVISOROFSTATUTES.GA@COLEG.GOV.
(III) CONCURRENT WITH THE NOTICE REQUIRED IN SUBSECTION (4)(b)(II) OF THIS SECTION, THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION SHALL NOTIFY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES, THE PRESIDENT OF THE SENATE, THE CHIEF JUSTICE OF THE SUPREME COURT, THE GOVERNOR, THE ATTORNEY GENERAL, THE STATE PUBLIC DEFENDER, AND EACH DISTRICT ATTORNEY IN THE STATE, THAT THE COLORADO BUREAU OF INVESTIGATION HAS THE RESOURCES TO DETERMINE THE QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMPARED TO THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION.
(IV) THIS SUBSECTION (4)(b) IS REPEALED, EFFECTIVE ONE YEAR AFTER NOTICE TO THE REVISOR OF STATUTES PURSUANT TO SUBSECTION (4)(b)(II) OF THIS SECTION.
(5) IF THE CIRCUMSTANCES DESCRIBED IN SECTION 18-18-428 (1)(b) OCCUR, THE PEACE OFFICER SHALL NOT ARREST THE PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN THE USED HYPODERMIC NEEDLE OR SYRINGE, AND THE DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE THE PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN A USED HYPODERMIC NEEDLE OR SYRINGE. THE CIRCUMSTANCES DESCRIBED IN SECTION 18-18-428 (1)(b) MAY BE USED AS A FACTOR IN A PROBABLE CAUSE OR REASONABLE SUSPICION DETERMINATION OF ANY CRIMINAL OFFENSE IF THE ORIGINAL STOP OR SEARCH WAS LAWFUL.
(6) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (2) OF THIS SECTION, ON OR AFTER MARCH 1, 2020, A DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE A PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL, OR UNUSABLE AMOUNT OF A CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN A USED HYPODERMIC NEEDLE OR SYRINGE, OR OTHER DRUG PARAPHERNALIA, AS DEFINED IN SECTION 18-18-426. THE CIRCUMSTANCES DESCRIBED IN THIS SUBSECTION (4) MAY BE USED AS A FACTOR IN A PROBABLE CAUSE OR REASONABLE SUSPICION DETERMINATION OF ANY CRIMINAL OFFENSE IF THE ORIGINAL STOP OR SEARCH WAS LAWFUL.
(7) NOTWITHSTANDING ANY PROVISION OF THIS SECTION, A PERSON MAY BE CHARGED WITH ANY OTHER OFFENSE IN THIS ARTICLE 18, INCLUDING UNLAWFUL DISTRIBUTION, MANUFACTURING, DISPENSING, OR SALE OF A CONTROLLED SUBSTANCE, OR POSSESSION WITH INTENT TO DO THE SAME, PURSUANT TO SECTION 18-18-405, WHEN THERE IS EVIDENCE FOR THE PERSON TO BE SO CHARGED. SUCH EVIDENCE MAY INCLUDE, BUT IS NOT LIMITED TO, THE AMOUNT OF THE CONTROLLED SUBSTANCE THAT THE PERSON POSSESSES.
(8) NOTWITHSTANDING SUBSECTION (2) OF THIS SECTION TO THE CONTRARY, A PEACE OFFICER SHALL NOT ARREST AND A DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE AN EMPLOYEE, AGENT, OR VOLUNTEER OF AN ENTITY DESCRIBED IN SECTION 12-30-110 (1)(a) WHO, IN THE

PERFORMANCE OF THE PERSON'S DUTIES, IS IN POSSESSION OF A CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), FOR THE PURPOSE OF SAFE DISPOSAL OF THE CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), IN ACCORDANCE WITH APPLICABLE LAW. AS USED IN THIS SUBSECTION (6), "SAFE DISPOSAL" MEANS THE PROCEDURE AND PROCESS FOR DEPOSITING THE CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), IN A SECURE CONTAINER FOR LAW ENFORCEMENT TO SUBSEQUENTLY ACCESS AND DISPOSE OF.

SECTION 6. In Colorado Revised Statutes, 18-1.3-103.5, **amend** (3)(e) as follows:

18-1.3-103.5. **Felony convictions - vacate and enter conviction on misdemeanor after successful completion.**

(3) This section applies to convictions for the following offenses:

(e) A violation of section ~~18-18-403.5 (2.5)(a)~~ 18-18-403.5(2.5)(a)(II).

SECTION 7. In Colorado Revised Statutes, 18-1.3-801, **amend** (2)(a)(I); and **repeal** (2)(c) as follows:

18-1.3-801. Punishment for habitual criminals.

(2)(a)(I) Except as otherwise provided in subsections (2)(b)~~, (2)(c),~~ and (5) of this section, every person convicted in this state of any felony, who has been three times previously convicted, upon charges separately brought and tried, and arising out of separate and distinct criminal episodes, either in this state or elsewhere, of a felony or, under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States, of a crime which, if committed within this state, would be a felony, shall be adjudged an habitual criminal and shall be punished:

(2)(c) ~~The provisions of subsection (2)(a) of this section do not apply to a conviction for a level 4 drug felony committed on or after July 1, 2022, pursuant to section 18-18-403.5 (2.5), or a conviction for a level 4 drug felony committed on or after July 1, 2022, for attempt or conspiracy to commit unlawful possession of fentanyl, carfentanil, benzimidazole opiate, or an analog thereof, as described in section 18-18-403.5 (2.5), even if the person has been previously convicted of three or more qualifying felony convictions.~~

SECTION 8. Effective Date.

This measure is effective January 1, 2027.

CITY OF AURORA
Council Agenda Commentary

Item Title: Affordable Housing Lease with Mercy Housing
Item Initiator: Hector Reynoso, Manager of Real Property & Survey Services
Staff Source/Legal Source: Hector Reynoso, Manager of Real Property & Survey Services / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: Austin Pierce Flanagan, Hoffmann, Parker, Wilson & Carberry, P.C
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)

R2026-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE GROUND LEASE BETWEEN CITY OF AURORA AND MHMP 22 AURORA GLOBAL, LLLP (MERCY HOUSING MOUNTAIN PLAINS) FOR AN AFFORDABLE HOUSING PROJECT
Hector Reynoso, Manager of Real Property Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: Austin Pierce Flanagan, Hoffmann, Parker, Wilson & Carberry, P.C Law Firm

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

On October 14, 2022, the City of Aurora ("City") acquired the property legally described as Lots 2 and 3, Block 1, Gleam II Car Wash Subdivision Filing No. 1, commonly referred to as 15961 E. Colfax Avenue and 15978 E. 16th Avenue, as depicted in **Exhibit A** ("Property"), for the purpose of developing an affordable housing public use project.

On June 30, 2023, the City issued a Request for Proposals ("RFP") for the development of the Property. The City received seven (7) responses, evaluated all submissions, and conducted interviews with the top three (3) respondents. Based on the evaluation criteria outlined in the RFP, Mercy Housing Mountain Plains ("MHMP") submitted the highest-ranked proposal.

In 2024, MHMP was awarded a License and Option to Lease Agreement ("License") for $10.00 and other valuable consideration. The License provided MHMP with the opportunity to conduct due diligence, apply for necessary permits, secure financing, and confirm the Property's suitability for the proposed development. MHMP has since completed design plans and has secured financing. The request is to execute an 80-year ground lease ("Lease") with the City, pursuant to Aurora City Code Section 2-683 and BPM 4-14. The City adopted a Lease Administration Fee after MHMP was selected; therefore, the City is also proposing to waive this fee because negotiations for this development began prior to the Lease Administration Fee's implementation.

The Lease will authorize MHMP to begin construction of this project to include approximately 104 affordable rental housing units consisting of 1, 2, 3 and 4-bedroom units (the "Project"). Under the Lease, the City retains fee ownership of the Property while leasing the Property to MHMP for $10 per year (prepaid for the full term), and MHMP assumes full responsibility for all development, financing, construction, operation, maintenance, insurance, taxes (if applicable), and compliance costs. The Project must be constructed within specified timelines and operated in accordance with a recorded Deed Restriction Agreement and Low-Income Housing Tax Credit requirements. The Lease allows MHMP to finance its leasehold interest while preserving the City's ownership of the Property and provides lenders with customary protections required for affordable housing financing.

At the expiration or earlier termination of the Lease, the leasehold will end and ownership of the improvements will automatically revert to the City, free and clear of MHMP's interest, subject to the terms of the Lease and permitted encumbrances. The City will record a restrictive covenant on the Property to ensure the Property can only be used for affordable housing purposes.

City staff recommends proceeding with leasing the property to MHMP, also known as MHMP 22 Aurora Global, LLLP.

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.)

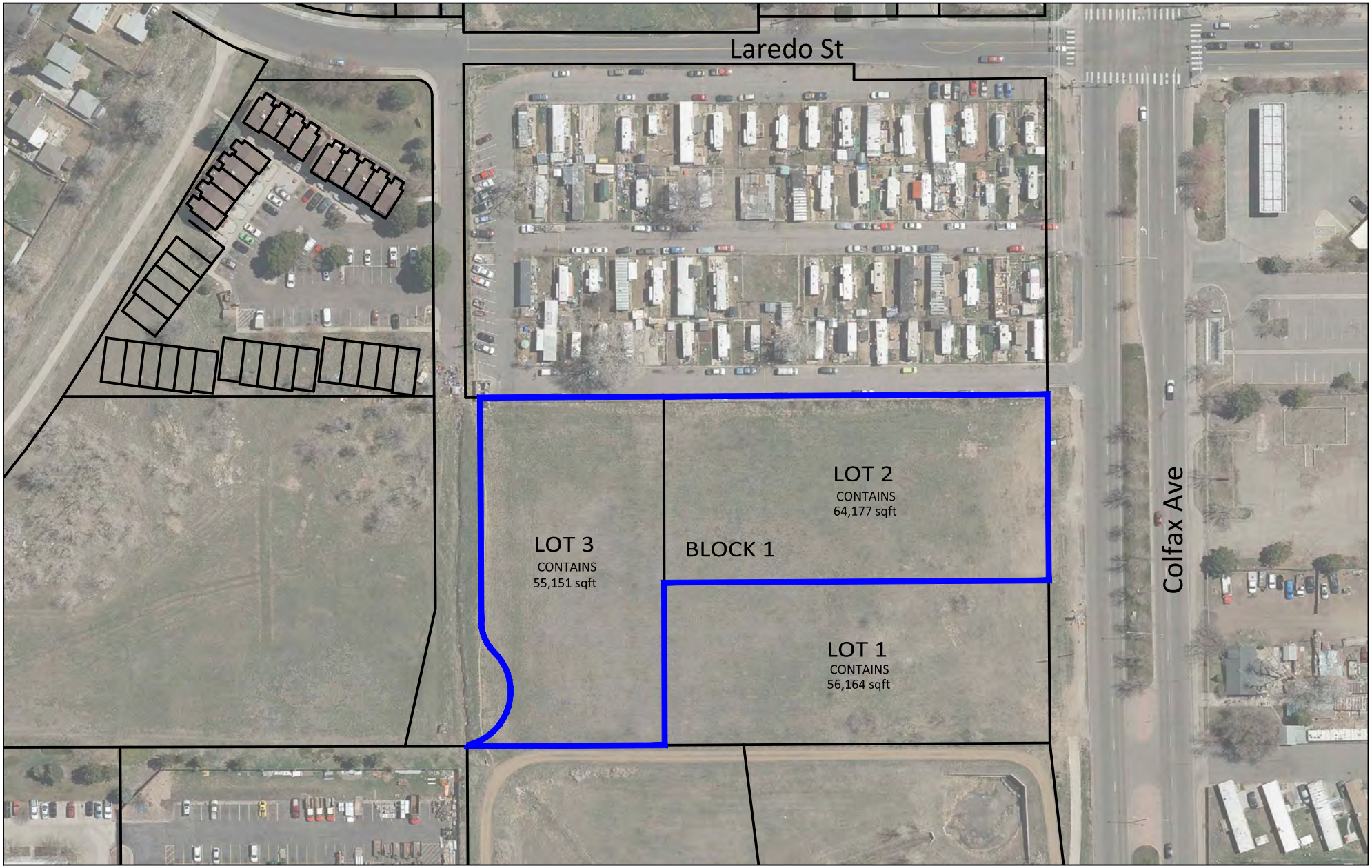
N/A

QUESTIONS FOR COUNCIL

Does City Council approve of entering into the lease agreement with MHMP for the affordable housing project?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. The City Manager or designee shall have the power to approve and execute, on behalf of the City, each contract for the acquisition, lease, or rental of real property. (City Code §2-62(b)). In recognition of Section 6 of Article XX of the State Constitution and the provisions found in C.R.S. Section 31-15-801 relating to longterm rentals and leaseholds, City Council has determined that longterm rentals and leaseholds may be accomplished by action of the City Council without the necessity of passage of an ordinance. Such longterm rentals and leaseholds may, at the discretion of the City, exceed 30 years but may not exceed 80 years. (City Code Section 2-683). (M. Gardner)



Public Works Department
15151 E. Alameda Pkwy
Aurora, CO 80012
303-739-7300
www.auroragov.org

City of Aurora, Colorado

Gleam Car Wash Subdivision

August 12, 2022

GROUND LEASE

Crossbar Commons

This GROUND LEASE (the "**Lease**") is entered into this ____ day of October, 2026 (the "**Effective Date**"), by and between the City of Aurora, a Colorado home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, organized and existing under and by virtue of the laws of the State of Colorado with an address of c/o Housing and Community Development, 15151 East Alameda Parkway, Suite 4500, Aurora, CO 80015 (the "**City**" or "**Landlord**") and MHMP 22 Aurora Global LLLP, a Colorado limited liability limited partnership, with an address of c/o Mercy Housing, 1600 Broadway, Suite 2000, Denver CO 80202 ("**Tenant**") (each a "**Party**" and collectively the "**Parties**").

A. The City is the owner of certain real property generally described as 15961 E. Colfax Avenue, Aurora, CO 80011 more particularly described in Exhibit A (the "**Land**").

B. The City, as the owner, has agreed to lease the Land to Tenant under the terms and conditions hereof, for Tenant's development, construction, ownership, and operation of an affordable housing rental project ("**Project**") comprised of approximately 104 apartment units or as many as may be separately approved by the City in its regulatory capacity (collectively, the "**Units**") and related amenities, all as further described in Exhibit B (the "**Redevelopment Plan**").

C. The City has placed a deed restriction on the Property, recorded with Adams County immediately prior to this Lease (the "**Deed Restriction**").

D. To further the City's goals as stated in the Deed Restriction and the Redevelopment Plan (together, the "**Lease Purpose**"), as well as to secure the benefits to which Tenant is entitled under this Lease, the parties have agreed to enter into this Lease.

E. Tenant and the City intend that all the Units of the Project shall be rented to lessees who are eligible under the criteria set forth in the Regulatory Agreements, subject to the rights of Limited Partner, any Permitted Leasehold Mortgagee under this Lease, the documents evidencing the Partnership Agreement, the Permitted Leasehold Mortgages, and the applicable Regulatory Agreements, as each such term is hereinafter defined in Section 29 (Definitions).

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant**. Subject to the terms of this Lease, the City leases to Tenant and Tenant leases from the City the Land, together with any rights, alleys, ways, privileges, easements, appurtenances and advantages, to the same belonging or in any way appertaining (collectively, the "**Leasehold Estate**" and, together with the Tenant Improvements and the Equipment (each defined below) now or hereafter located thereon, the "**Premises**").

2. **Condition of Premises.** Tenant acknowledges that it takes the Premises as is, where is, with all faults. The City expressly disclaims any warranties, express or implied, regarding the Premises, its suitability for the purpose intended by Tenant or otherwise, including without

limitation the physical condition of the Premises, title to the Premises, the boundaries of the Premises, pest control matters, soil conditions, the presence of hazardous materials, compliance with building, health, safety land use and other laws and regulations. Tenant acknowledges that, to the extent legally required, the disclaimer of warranties contained in this Section are conspicuous disclaimers. The taking of possession of the Premises by Tenant shall be conclusive evidence as against the City that the Premises were in good and satisfactory condition for the purpose intended when Tenant took possession.

3. **Term**. This Lease shall be for a minimum term (the "**Term**") (i) commencing on the Effective Date (the "**Commencement Date**"), and (ii) terminating at 11:59 P.M. on the day immediately before the 80th anniversary of the first day of the first full calendar month during the Term (the "**Termination Date**"), except that, if the date of such termination is hereafter advanced to an earlier date or postponed pursuant to any provision of this Lease, or by express, written agreement of the parties hereto, or by operation of law, the date to which it is advanced or postponed shall thereafter be the Termination Date for all purposes of this Lease).

a. *Confirmation of Commencement and Termination.* Within 15 days after one party's request therefor, the other party shall confirm in writing by an instrument in recordable form the expiration of the Term or any earlier termination of this Lease by action of law or in any other manner.

b. *Surrender.* Tenant shall, at its expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly yield up to the City the Premises in good order and repair, ordinary wear and tear, and damage by casualty, subject to Section 14 (Fire and Other Casualties), excepted, (b) remove therefrom Tenant's signs, goods and effects and any machinery, trade fixtures, and equipment used in conducting Tenant's trade or business and not part of the Units or the Equipment or otherwise owned by the City, and (c) repair any damage to the Premises caused by such removal. Upon such expiration or termination, whether by reason of an Event of Default or otherwise, (x) neither Tenant nor its creditors and representatives shall thereafter have any right at law or in equity in or to any or all the Premises (including the Units and the rest of the Tenant Improvements) or to repossess any of same, or in, to or under this Lease, and the City shall automatically be deemed immediately thereupon to have succeeded to all the same, free and clear of the right, title, or interest therein of any creditor of Tenant or any other Person whatsoever, and all personal property of Tenant remaining on the Premises after the expiration or other termination of this Lease will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by the City without notice to Tenant, and (y) Tenant waives all rights of redemption which it may otherwise hold under any applicable law. The foregoing notwithstanding, termination or revesting of the Leasehold Estate and the re-entry by Landlord shall be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any of the Permitted Encumbrances.

4. **Holding Over**. Tenant shall have no right to remain in possession of the Premises after the expiration or earlier termination of this Lease. Any continued occupancy by Tenant after such time shall be deemed unauthorized and shall not create a tenancy of any kind, whether at sufferance or otherwise, nor shall it operate to extend the Term of this Lease.

5. **Title to and Alterations of Tenant Improvements.** At all times during the Term of this Lease, the Tenant Improvements shall be owned by Tenant and during the Term, Tenant alone shall be entitled to all the tax attributes of ownership of the same, including the right to claim, deduct, retain, and enjoy any and all rental income, appreciation, gain, depreciation and cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Code and any other available federal and/or state tax credits, and Tenant shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Premises. The City shall not file any tax returns inconsistent with this treatment. At the expiration of earlier termination of the Term, the Premises and the Tenant Improvements, or any portion thereof so terminated, shall become the sole property of the City at no cost to the City, and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear, the rights of any Person then holding any lien, right, title or interest in the Fee Estate and in the event of a casualty, to the provisions of Section 14 (Fire and Other Casualties). The City shall have no right to place any lien, mortgage, or encumbrance on its fee interest in the Land without the consent of the Limited Partner and First Mortgage Lender, and any such lien, mortgage, or encumbrance shall be made expressly subordinate to the interests of the Tenant and First Mortgage Lender, as well as any and all subleases of the Premises and any New Lease (as defined herein) entered into in accordance with the terms hereof.

6. **Rent.** The rent under this Lease shall be $10.00 per year (the "**Annual Rent**") due and payable by Tenant to the City on each anniversary of the Commencement Date. All payments of rent shall be payable in lawful currency of the United States of America, to the City by delivering or mailing it to the City's Address, or to such other address or in such other manner as the City from time to time specifies by written notice to Tenant. The City acknowledges that as of the Effective Date Tenant has prepaid the Annual Rent for the full Term.

7. **Additional Rent.** Tenant shall reimburse the City for any reasonable, actual out-of-pocket expenses incurred by the City in connection with the Premises or in furtherance of this Lease, including, but not limited to, local, state, or federal taxes, insurance costs, and utility charges. In addition, Borrower shall reimburse the City for all reasonable actual out-of-pocket costs and expenses actually incurred by the City in connection with the Project if such amounts were incurred pursuant to, or consistent with, the terms of this Lease including all reasonable out-of-pocket costs and expenses (including attorneys' fees and disbursements) actually incurred by the City in connection with (a) Tenant's ongoing performance of and compliance with Tenant's agreements and covenants contained in this Lease on its part to be performed or complied with after the Commencement Date, including confirming compliance with the Legal Requirements and the Insurance Requirements; (b) the City's ongoing performance of and compliance with all agreements and covenants contained in this Lease on its part to be performed or complied with after the Commencement Date, including the City's and any of the City's consultants' review of requests to join in governmental approvals initiated by Tenant and any other items that require the City's review and/or consent or approval; (c) any action required in the course of a Tenant Event of Default; and (d) the negotiation, preparation, execution, delivery and administration of any estoppel certificates, consents, amendments, waivers or other modifications to this Lease and any other documents related to this Lease. All such amounts shall be deemed Additional Rent and shall be due and payable within thirty (30) days after written notice from the City.

8. **Net Lease.** This Lease is a net lease. Except as expressly provided otherwise in this Lease, Tenant shall be solely responsible for all costs and expenses of any kind related to the Premises and the use, operation, maintenance, repair, and occupancy thereof, and the City shall have no obligation to incur any such costs or expenses.

9. **City's Representations and Warranties.** The City represents and warrants to Tenant that:

a. The City is organized and lawfully existing as a home rule municipal corporation under the laws of the State.

b. The City owns fee simple title to the Land, free and clear of all encumbrances except those listed in Exhibit C (the "**Permitted Encumbrances**").

c. The City has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. The entry by the City into this Lease with Tenant and the performance of all the terms, provisions and conditions herein does not and will not violate or cause a breach of or default under any agreement or obligation to which the City is a party or by which it is bound.

d. There are no unpaid special assessments that are due and owing of which the City has received written notice affecting the Premises.

e. There is no action, suit, litigation or proceeding pending or, to the City's knowledge, threatened against the City or the Premises which could prevent or impair the City's entry into this Lease and performance of its or any of Tenant's obligations hereunder or materially and adversely impact Tenant's rights hereunder.

f. The person signing this Lease on behalf of the City is duly authorized to do so.

g. The City has received no written notices of the institution or the proposed institution of condemnation proceedings relating to any portion of the Premises or of any other proceedings against or any taking of all or any part of the Premises.

h. No notice from any governmental authorities or any person has been served upon the City, claiming a violation of a legal requirement, or any liability thereunder, pertaining to Hazardous Materials, which has not been cured, except as has been disclosed in writing by the City to Tenant.

10. **Tenant's Representations and Warranties.** Tenant warrants and represents to the City that:

a. Tenant is organized and lawfully existing as a limited liability limited partnership under the laws of the State.

b. Tenant has the full, right, power, and authority to make, execute, deliver, and perform this Lease.

c. Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

d. There is no action, suit, litigation, or proceeding pending or, to Tenant's knowledge, threatened against Tenant that could prevent or impair Tenant's entry into this Lease and performance of its obligations hereunder.

e. The person signing this Lease on behalf of Tenant is duly authorized to do so.

11. **Use.**

a. *Use Restrictions*. Tenant shall throughout the Term continuously use and operate the Premises only in a manner which satisfies the requirements of the Lease Purpose, including such uses as are customarily attendant or related in the normal course of business, such as temporary storage and staging during construction. In addition to the foregoing:

i. The Project shall be operated in accordance with the provisions of the Regulatory Agreements while in effect, and

ii. In conjunction with the foregoing, the following improvements to the Premises (all with, together with the Units, are herein referred to collectively as "**Tenant Improvements**") shall be maintained by Tenant on the Premises:

1) Construction or rehabilitation of the Units and all facilities and common space incidental thereto in accordance with the Plans and Specifications;

2) Any replacements of or addition to the Units or any of such parking facilities, driveways, sidewalks, utility lines and facilities, landscaping or other improvements, provided that such replacements or addition is approved, to the extent required, by the City, acting in its regulatory capacity;

3) The Equipment, and any replacements, alterations, additions or repairs thereto;

4) Such number of off-street parking spaces as is required for the Premises by the applicable City regulations, or other applicable law; and

5) All structures and appurtenances of every type or kind that are part of the uses permitted under this Lease and applicable City regulations, including buildings, outbuildings, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, bicycle trails, sprinkler pipes, garages,

carports, roads, fences, screening walls, retaining walls, starts, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, exterior air conditioning, and water softener fixtures.

b. *Compliance with Law and Covenants*. Tenant, throughout the Term and at its sole expense, in its construction, rehabilitation, possession, and use of the Premises,

i. Shall comply with (a) all applicable laws, ordinances, notices, orders, rules, regulations and requirements of all federal, state and municipal governments and all departments, commissions, boards and officers thereof, including Environmental Laws (all the foregoing are hereinafter referred to collectively as "**Legal Requirements**"); and (b) all requirements imposed by any policy of insurance covering any or all the Premises and required by Section 19 (Insurance) to be maintained by Tenant (all of which are hereinafter referred to collectively as "**Insurance Requirements**"); (c) the provisions of the other Permitted Encumbrances, all if and to the extent that any of the Legal Requirements, the Insurance Requirements or the said provisions relate to any or all the Premises, the Tenant Improvements, the Equipment, the fixtures and equipment upon the Premises, or the use or manner of use thereof; and (d) the Deed Restriction and all LIHTC Housing Requirements in accordance with, and subject to, the terms thereof and subject to the provisions benefitting Permitted Leasehold Mortgagees;

ii. Shall keep in force throughout the Term all licenses, consents, and permits required by applicable law to permit the Premises to be used in accordance with this Lease as multifamily housing;

iii. Shall pay or cause to be paid before past due, as applicable, all personal property taxes, income taxes, license fees and other taxes or special assessments assessed, levied or imposed upon Tenant in connection with the operation of any business upon the Premises or its use thereof in any other manner.

iv. Shall not take any action which shall materially impair the City's Fee Estate or its reversionary right, title, or interest in and to any or all the Premises; and

v. Shall not: (a) cause the escape, disposal or release of any Hazardous Materials, or (b) allow the storage or use of such substances or materials in any manner not sanctioned by law, or (c) allow any such materials or substances to be brought onto the Premises except to use in the ordinary course of Tenant's business. If any lender or governmental agency reasonably requires testing to ascertain whether there has been any release of Hazardous Materials on the Premises while this Lease is in effect, then the costs thereof shall be reimbursed by Tenant to the City upon demand as Additional Rent if such requirement applies to the Premises. Tenant shall

execute affidavits, representations and the like at the City's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Notwithstanding the foregoing, the use and storage of all the supplies (e.g., copier toner, white-off correction fluid, etc.), cleaning supplies, gasoline and other hazardous substances or materials in such amounts as are typically found in ordinary office, household, or multifamily residential rental operation use shall be permitted provided such use and storage complies with all applicable Legal Requirements.

vi. Shall file with the City a copy of all reports and other information necessary for Tenant to comply with applicable federal laws and regulations pertaining to providing affordable housing as required by HUD, if any. Tenant shall retain all such reports for a period of 5 years after the termination of this Lease.

c. *Restrictions Applicable to Units.*

i. All Units are subjected to and benefited by the terms and conditions of the LIHTC Housing Requirements and the Regulatory Agreements, and all LIHTC Housing Requirements, requirements of the Regulatory Agreements, and requirements of this Section with respect to applicable Units shall be binding upon the City and Tenant and their respective successors and assigns to the extent of the provisions therein. In its role as landlord under this Lease, the City shall not be entitled to any benefits from or uses thereof except for the Rent required hereunder.

ii. Tenant and the City agree that, with the exception of: (A) the Permitted Leasehold Mortgages, any other Permitted Encumbrances listed in Exhibit C, and any other leasehold mortgages entered into in accordance with Section 15(a) hereof; (B) Tenancy Agreements to Residents; and (C) normal uses and equipment leases associated with the operation of the Project, neither the Project nor any portion thereof shall be encumbered in any way without the prior written approval of the City.

iii. Tenant may enter into Tenancy Agreements with Residents provided that Tenant shall use and cause all Residents to use the Units and Tenant Improvements only in accordance with the Regulatory Agreements, the Tenancy Agreement, and the policies and procedures of Tenant established to implement or enforce the terms and conditions of the Regulatory Agreements, the Tenancy Agreements, and this Lease.

iv. Upon the City's request, Tenant shall provide the City with a copy of any report prepared by the City and submitted to CHFA or CDOH or other governmental agencies to demonstrate Tenant's compliance with the Regulatory Agreements. Tenant shall retain a copy of all such reports for at least five years after the date of the report.

d. *Maintenance and Repairs.* Tenant shall, throughout the term and at its expense, (a) take good care of the Premises and keep it in good order and condition; and (b) promptly make all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Premises, as are necessary to maintain it in good condition, including all such repairs to any roof, foundation, exterior wall, and structural components, and to the plumbing, heating, ventilating, air-conditioning, electrical and other systems for the furnishing of utilities or services to the Premises, and replace or renew the same where necessary, using replacements at least equal in quality and usefulness to the original improvements, equipment, or things so replaced, and the City shall have no obligation hereunder as to the same.

e. *No Discrimination*. Tenant shall comply with the provisions of the Federal, State, and local law prohibiting discrimination in housing on the grounds of race, color, creed, national origin, sex, marital status, or a physical or mental handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Fair Housing Act (42 U.S.C. §§3601-3620), and the Colorado Anti-Discrimination Act (CRS Sections 24-34-101 et seq.), as the same may be amended from time to time.

f. *Change in Use.* Tenant may request the City's written consent to one or more additional uses which become permitted after the Effective Date by zoning, building, subdivision, and other applicable land use laws. Such consent shall not be unreasonably withheld, conditioned, or delayed by the City, acting in its capacity as landlord, so long as the proposed use is not inconsistent with the Lease Purpose. Once the City has approved such changes in writing, the Redevelopment Plan shall be deemed amended accordingly.

12. **Construction of Tenant Improvements.** Tenant shall commence construction within 180 days of the Commencement Date and complete construction as evidenced by the issuance of a certificate of occupancy no later than 36 months from the Commencement Date. Tenant shall make all improvements necessary to fulfill the Lease Purpose and in accordance with the plans approved by the City. Tenant will use commercially reasonable efforts to complete initial lease-up of the Project within 12 months of the construction completion date.

13. **Mechanics' or Other Liens.**

a. Tenant shall (a) within 60 days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all the Premises or any other property owned or leased by the City, by reason of labor or materials provided for or about any or all of the Premises during the Term, or otherwise arising out of Tenant's use or occupancy of any or all the Premises, and (b) defend, indemnify and hold harmless to the extent allowable by State law the City against and from all liability, claim of liability or expense, including that of reasonable attorney's fees, incurred by the City on account of any such lien or claim.

b. If Tenant fails to discharge or bond over any such lien described in Section 13(a) within 60 days after it first becomes effective against any of the Premises, then, in addition to any other right or remedy held by the City on account thereof, the City may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings, or (b) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the

amount of any judgment in favor of the lienor with interest, costs and allowances. Tenant shall reimburse the City promptly upon the City's demand therefor for any amount paid by the City to discharge any such lien and all expenses incurred by the City in connection therewith, together with interest thereon at a rate equal to the lesser of (a) 4% above the Prime Rate (as defined below), per annum from the respective dates of the City's making such payments or incurring such expenses (all which shall constitute Additional Rent), until such payments or expenses, together with all interest accrued thereon, have been paid in full to the City. For purposes hereof, the "**Prime Rate**" shall mean the greater of (a) that prime rate published by the Wall Street Journal or successor newspaper, or (b) 12%.

c. Nothing in this Lease shall be deemed in any way (a) to constitute the City's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all the Premises, or (b) to give Tenant any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmens' lien against any or all the Premises or the City's estate or interest therein, or (c) to evidence the City's consent that the Premises be subjected to any such lien.

14. **Fire and Other Casualties.**

a. *Damage or Destruction*. Tenant shall promptly notify the City of any material damage to the Premises. Tenant shall, at its sole cost and expense, promptly commence and diligently complete restoration of the Premises to a condition substantially similar to that existing prior to such damage, or otherwise in accordance with plans and specifications approved pursuant to the terms of the First Leasehold Mortgage.

b. *Insurance Proceeds*. First Mortgage Lender shall have the right, but not the obligation, to participate or join in any settlement of, or to adjust, any insurance claims resulting from damage or destruction of the Premises. All insurance proceeds payable with respect to damage to the Premises shall be paid to the First Mortgage Lender, or to an independent trustee acceptable to the First Mortgage Lender, and applied by First Mortgage Lender or such trustee in accordance with the First Leasehold Mortgage. Tenant's obligation to restore after casualty as set forth in this Section 14 is limited to the amount of insurance proceeds made available to Tenant for such purpose. Once the First Leasehold Mortgage is no longer outstanding, Tenant shall be responsible for any shortfall between the cost of restoration and the available insurance proceeds; provided that the foregoing shall not apply to the First Mortgage Lender or its designee or assignee that succeeds to the rights, interests and obligations of Tenant hereunder following a foreclosure, deed-in-lieu of foreclosure or similar disposition pursuant to the First Leasehold Mortgage or granting of a New Lease pursuant to the terms hereof.

c. *No Termination*. Except with the prior written consent of the City, Tenant shall have no right to terminate this Lease because of any damage or destruction to the Premises. Tenant's obligation to restore the Premises shall apply regardless of the extent of such damage (but subject to the limitation set forth in Section 14(b) above), unless the City determines in its reasonable discretion that restoration is not in the City's best interest. Neither the Tenant nor the City shall have the right to terminate this Lease as a result of any damage or destruction to the Premises while the First Leasehold Mortgage remains outstanding.

15. **Leasehold Financing.**

a. *Permitted Leasehold Mortgages*. Tenant may encumber its leasehold interest in the Premises with one or more leasehold mortgages, provided that any such mortgage shall not encumber the City's fee interest in the Land.

b. *Notice of Default and Cure*. The City will provide the First Mortgage Lender with notice of any Event of Default, as well as a copy of all other notices sent to Tenant other than periodic billing or rent notices, at the address provided in Exhibit D attached hereto. Any Permitted Leasehold Mortgagee, including CDOH (if the CDOH Covenant is then in existence), shall be given prompt notice of a default and shall have the right, but not the obligation, to nullify any such termination by curing such defaults, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination for the time to cure as provided herein; including a monetary default within sixty (60) days after receipt of notice, and to cure a non-monetary default within a reasonable period of time not to exceed ninety (90) days, provided such Permitted Leasehold Mortgagee, including CDOH (if the CDOH Covenant is then in existence), shall have such additional time as necessary to effect a cure for so long that such Permitted Leasehold Mortgagee is actively and diligently pursuing such cure to completion. Non-monetary defaults that are not reasonably capable of being cured by a Permitted Leasehold Mortgagee must be waived by the City if such Permitted Leasehold Mortgagee has commenced and is actively and diligently pursuing the exercise of its rights and remedies and has cured any curable defaults within the applicable cure periods provided herein. Any cure periods shall be tolled if an event of bankruptcy or other proceeding legally estops, stays, enjoins or otherwise prevents the First Mortgage Lender from acting. The City shall not terminate this Lease for a Tenant default until such cure periods have expired. Any cure, performance, or remedy undertaken by the First Mortgage Lender of an Event of Default shall be deemed a cure, performance, or remedy by the Tenant, and shall have the same force and effect.

c. *Foreclosure and Assignment*. A Permitted Leasehold Mortgagee or its designee may, with prior written notice to the City, foreclose on its leasehold mortgage or accept a deed in lieu of foreclosure and, upon acquiring the leasehold interest, shall be deemed the assigned Tenant under this Lease and bound by its terms from and after such acquisition. Further, a Permitted Leasehold Mortgagee and its designee shall not be liable for (i) acts or omissions of Tenant occurring prior to the foreclosure, or (ii) any monetary obligations of the Tenant accruing before the foreclosure date.

i. *Substitute Tenant*. Notwithstanding anything to the contrary herein, upon a Permitted Leasehold Mortgagee's foreclosure on its leasehold mortgage or acceptance of a deed in lieu of foreclosure, such Permitted Leasehold Mortgagees or the First Mortgage Lender may assign the leasehold estate to a substitute tenant (the "**Substitute Tenant**") without further action from the City. City shall execute such reasonable instruments as are necessary to evidence the substitution. The Substitute Tenant shall be deemed the assigned Tenant under this Lease and be bound by its terms from and after such assignment.

ii. *Lender Liability After Foreclosure*. No Permitted Leasehold Mortgagee nor its officers, directors, members, partners, employees or agents shall have any personal liability for obligations under this Lease. City's recourse shall be limited to a Permitted Leasehold Mortgagee's interest (if any) in the Leasehold Estate. First Mortgage Lender and its assigns shall be automatically released from liability after assignment of the Lease.

d. *No Merger*. The leasehold estate created by this Lease shall not merge with the fee estate by reason of common ownership without the written consent of any Permitted Leasehold Mortgagee. Further, the voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger and will be subject to any requirement pursuant to the Permitted Encumbrances.

e. *Limitations*. Nothing in this Section shall (i) restrict the City's ability to amend, terminate, or enforce this Lease except as expressly provided herein, or (ii) permit any encumbrance of the City's fee interest in the Land.

f. *New Lease.* Landlord shall give prompt notice to each Permitted Leasehold Mortgagee, including CDOH so long as the CDOH Covenant is then existence, and the Investor Limited Partner if this Lease is terminated for any reason, including without limitation a termination by any rejection of the Lease in a bankruptcy proceeding, or if Tenant fails to exercise any option to extend the term of this Lease, together with a statement of all unpaid sums due under the Lease but for its termination. The most senior Permitted Leasehold Mortgagees or its permitted designee shall have ninety (90) days from its receipt of such notice to provide written notice to the City of its intent to enter into a new lease ("**New Lease**") with Landlord on terms identical to this Lease for the remainder of the Term or extended Term of this Lease, provided that any uncured Events of Default under this Lease shall not be deemed to be uncured Events of Default under the new lease between Landlord and the Permitted Leasehold Mortgagee. A Permitted Leasehold Mortgagee shall exercise its right to a New Lease by giving notice to Landlord. Landlord and the Permitted Leasehold Mortgagee shall execute the New Lease within ten (10) business days of the Permitted Leasehold Mortgagee's notice to Landlord. If the Permitted Leasehold Mortgagee fails to exercise its right to a New Lease within the ninety-day period provided under this Section 15.1.6(f), each other Permitted Leasehold Mortgagee hereunder, in order of lien priority, shall have the same rights to a New Lease as the Permitted Leasehold Mortgagee, exercisable within ten (10) days after the expiration of the foregoing ninety-day period. Nothing in this Lease obligates a Permitted Leasehold Mortgagee to enter into a New Lease.

16. **City's Right of Entry.**

a. *Inspection and Repair*. Subject to the rights of any Resident under a Tenancy Agreement, the City and its authorized representatives shall be entitled to enter the Project and Units and the rest of the Premises at any time during Tenant's business hours and at any other reasonable time, upon reasonable advance notice of at least 48 hours, to (a) inspect the Premises at any time upon prior written notice, and (b) take any other action therein which is required by applicable law, or which the City is permitted to make by any provision of this Lease, after giving Tenant prior written notice of the City's intention to take such action; provided that, in any

situation in which, due to an emergency or otherwise, the health, safety, or welfare of the Residents or physical condition of the Project and Units or any other part of the Premises would be unreasonably jeopardized unless the City were to take such action immediately, the City shall give such notice, if any, to Tenant as is reasonable under the circumstances, and may enter the same at any time. Nothing in this Section shall be deemed to impose any duty upon the City to make any such repair or take any such action, and the City's performance thereof shall not constitute a waiver of the City's right hereunder to have Tenant perform such work. During such access, the City shall be responsible to third parties for all loss or damage occasioned by its entrance onto the Premises and use its good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the Premises. Tenant shall have the right to have a representative present during any such entry by the City or its authorized representative.

b. *Exhibiting the Premises*. The City and its business invitees may after giving at least 48 hours' prior written notice thereof to Tenant and the property manager, and subject to the rights of any Resident under a Tenancy Agreement, enter the Project and the Units and the rest of the Premises to exhibit the Premises for purposes of (a) to the extent permitted under this Lease, pledging any or all the City's right, title, and interest in and to the Premises or under this Lease, (b) during the last 24 months of the Term (or at any time after the City or Tenant has exercised any right to terminate this Lease which it holds hereunder), leasing the Premises to any prospective tenant thereof, and (c) exhibiting the same to any governmental or quasi-governmental authorities or other third-parties which may have an interest in developments similar to the Premises or similarly financed or for any other business purpose; provided that in doing so the City and each such business invitee observes all reasonable safety standards and procedures which Tenant may require. In exercising its rights under this Section, the City shall use its good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the Premises. Tenant shall have the right to have a representative present during any such entry by the City or its authorized representative.

17. **Property Taxes.**

a. *Property Tax Exemption*. The Land is exempt from property taxes due to the City's governmental status. The Premises qualifies for exemption from property taxes due to the Special Limited Partner's ownership interest in the Tenant. The City agrees not to take any action within its control which would jeopardize the property tax exemption, and further agrees to take such commercially reasonable action as Tenant may request (at Tenant's expense) to preserve such property tax exemption.

b. *Responsibility*. To the extent that the Fee Estate or the Leasehold Estate ceases to qualify for a property tax exemption, Tenant (a) shall bear the full expense of all real property or other taxes, including all payments in lieu of taxes, if applicable, metropolitan district charges, or other assessments or charges levied against any or all the Premises, the Units, the other Tenant Improvements and the Equipment, the Fee Estate, or the Leasehold Estate, and payable with respect to any calendar or tax year or other period falling wholly or partly within the Term, including any assessments or fees levied against the Units pursuant to any Permitted Encumbrances (all which are hereinafter referred to collectively as "**Taxes**"), except that if any such tax, charge or assessment is levied with respect to a period beginning before the Commencement Date or ending after the Termination Date, Tenant shall bear the full expense of

only that percentage thereof equaling the percentage of such period falling within the Term; (b) shall pay the same prior to becoming past due and before any penalty is incurred for late payment thereof; and (c) shall deliver to the City the receipted bill for such Taxes within 10 days after the City requests it from Tenant in writing.

c. *Delivery of Bills and Notices.* Each party shall deliver to the other, promptly after such party's receipt thereof, the originals of all bills for Taxes and notices of assessments or reassessments made or to be made for the purpose of levying any Taxes. If the Premises are not now treated as a separate tax lot by the assessing authority, Tenant shall use its reasonable efforts promptly hereafter to have the Premises so treated. The City agrees to take such commercially reasonable action as Tenant may request (at Tenant's expense) to assist Tenant in obtaining the separation of the Premises from the Fee Estate with respect to Taxes.

d. *Proceeding to Contest.* Tenant may bring proceedings to contest the validity or the amount of any Taxes, or to recover any amount thereof paid by Tenant, provided that prior thereto Tenant notifies the City in writing that Tenant intends to take such action. The City shall, upon written request by Tenant, cooperate with Tenant in taking any such action, provided that Tenant indemnifies and holds harmless the City.

18. **Operating Expenses.** Tenant shall pay (or cause to be paid) directly to the providers of such services all costs and expenses attributable to or incurred at Tenant's request in connection with the development, construction, rehabilitation, completion, marketing, leasing, maintenance, management and occupancy of the Premises and the Tenant Improvements (collectively, "**Operating Expenses**") including (a) all energy sources for the Tenant Improvements, such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; (b) all water, sewer and trash disposal services; (c) all maintenance, repair, replacement and rebuilding of the Tenant Improvements including all Equipment; (d) all landscaping, maintenance, repair and striping of all parking areas; (e) all insurance premiums relating to the Premises and the Tenant Improvements, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; (f) the cost and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Tenant Improvements in good order and repair, including any required by any governmental or quasi-governmental authority (excluding the City) having jurisdiction over the Premises or the Tenant Improvements; and (g) and all amounts due and owing pursuant to the Permitted Encumbrances encumbering the Premises.

19. **Insurance.**

a. *Insurance to be Maintained by Tenant.* Tenant shall maintain at its expense throughout the Term insurance adequate to protect Tenant's and the City's interests in the Premises, in such amounts and with such coverages as may be reasonably required by the City, and not less than the minimum insurance coverage shown on Exhibit E to this Lease and any greater insurance coverage required by each Mortgage encumbering the Project. Nothing in this Section is intended, nor shall be construed to relieve Tenant from full compliance with all the insurance requirements imposed upon Tenant under any Permitted Leasehold Mortgage or the Partnership Agreement. All of Tenant's casualty and commercial general liability insurance coverages shall have waiver of subrogation provisions reasonably acceptable to the City, to the extent agreed to by the applicable insurer. Approval, disapproval, or failure to act by the City

regarding any insurance applied by Tenant shall not relieve Tenant of full responsibility or liability for damages or accidents as set forth in this Lease. Neither shall the Bankruptcy, insolvency, or denial of liability by the insurance company exonerate Tenant from any such liability. Notwithstanding the foregoing or anything herein to the contrary, all requirements pertaining to insurance required to be maintained by Tenant hereunder shall be subject and subordinate to the insurance requirements of the First Mortgage Lender under the First Leasehold Mortgage, and during the period that the First Leasehold Mortgage remains in effect, all insurance requirements under this Section 19(a) (including as adjusted in accordance with Section 19(b) hereof) will be deemed satisfied if Tenant complies with the insurance requirements under the First Leasehold Mortgage and of First Mortgage Lender.

b. *Review and Adjustment.* On the fifth anniversary of the Commencement Date, and every five years thereafter, the amounts and coverages of insurance required of Tenant hereunder shall be reviewed and adjusted, if necessary, by the City and the Tenant to amounts and coverages then carried by prudent tenants of comparable improved premises operating in accordance with first class operational standards. If the City reasonably increases or otherwise changes its insurance requirements, Tenant agrees to comply with such changed insurance requirements.

c. *Insureds*. Each casualty and commercial general liability policy of Tenant shall name as an insured thereunder Tenant, and as additional insured, the City, and, to the extent required under a Mortgage, the applicable Mortgagee. The City's entitlement to proceeds from Tenant's insurance policies is subordinate to the rights of all Permitted Leasehold Mortgagees under all Permitted Leasehold Mortgages. The State of Colorado (the "**State**"), by and through the Department of Local Affairs, for the benefit of the Colorado Division of Housing ("**CDOH**") shall not be required to indemnify, name as additional insured, or cover any other party under its insurance; and the State of Colorado cannot waive any and all claims and causes of action against the other parties to the extent covered by insurance.

d. *Insurer*. All insurance required and all renewals of insurance shall be issued by companies of recognized responsibility licensed to issue such policies and otherwise transact business in the State. To the extent available, all insurance policies will expressly provide that such policies will not be canceled or altered without 30 days' prior written notice to the City, with respect to both "All Risk" coverage and commercial general liability insurance. Such insurance will, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained; and will, to the extent obtainable, contain a waiver by the insurer of its rights of subrogation against the City. Upon issuance, Tenant shall deliver a complete original or complete certified copy of each insurance policy to the City.

e. *Evidence*. Tenant shall deliver to the City no later than the Commencement Date an original insurance certificate, or upon request, a complete certified copy of each such policy, and at least 30 days before any such policy expires, Tenant shall deliver to the City an original insurance certificate, or upon request, a signed duplicate copy of a replacement policy therefor. All public liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that the City may carry.

20. **Indemnification.**

a. Tenant shall defend, indemnify and hold harmless the City and the City's Related Parties against and from all liability, claim of liability or expense arising out of or in any way connected with (a) the use, occupancy, conduct, operation or management of the Premises by Tenant during the Term, or (b) any work or thing whatsoever done or not done by the Tenant on the Premises during the Term, or (c) any breach or default by Tenant in performing any of its material obligations under this Lease or applicable law, or (d) any grossly negligent, intentionally tortious, or other act or omission of Tenant or any of Tenant's Related Parties, or (e) any injury to or death of any person, or damage to any property, occurring on the Premises during the Term (whether or not such event results from a condition existing before the execution of this Lease, provided the City did not conceal such condition), or (f) any material default or material breach by Tenant of any of the Permitted Leasehold Mortgages, whether or not such default or breach is claimed or asserted by any of the Permitted Leasehold Mortgagees, and from and against all expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon (including the reasonable fees of attorneys, investigators and experts), all regardless of whether such claim is asserted during or after the expiration of the Term or any earlier termination of this Lease, but excluding, however, the portion of any liability, claim of liability or expense caused by the negligence or willful misconduct of the City, its employees or agents. As used herein, the "**City's Related Parties**" shall mean and refer to the City's officers, directors, affiliates, agents, contractors, volunteers and employees, and their respective successors and assigns. As used herein, "**Tenant's Related Parties**" shall mean Tenant's agents, contractors, employees, business invitees and guests. The State shall not be obligated at any time, or be bound by any provisions hereto which may be prohibited under Colorado State law, policy or Fiscal Rules, including but not limited to requirements that the State obligate funds without an encumbrance, enter into arbitration, or indemnify any other party. In particular, notice of Colorado Revised Statutes §24-106-109 is hereby given.

b. Tenant acknowledges that the City is not required to provide security for Persons or property in or about the Project. Subject to Section 20(c), Tenant waives and releases any claim against the City, in its capacity as the City, for injury to or death of any Person and any property damage arising out of or attributable to any criminal activity in or about the Project.

c. Notwithstanding anything in this Section to the contrary, in no event shall Tenant be liable to the City or the City's Related Parties for (i) any condition to the extent caused by the City or the City's Related Parties, or (ii) any environmental contamination migrating onto the Premises from adjacent property not owned or controlled by Tenant.

d. Tenant shall not do or permit to be done any act or thing as a result of which either (a) any policy of insurance of any kind covering any or all the Premises or any liability of the City in connection therewith may become void or suspended, or (b) the insurance risk under any such policy would, in the opinion of the insurer thereunder, be made greater; and if such insurance is maintained by the City, Tenant shall pay as Additional Rent the amount of any increase in any premium for such insurance resulting from any breach of such covenant.

21. **Assignment.**

a. *To Affiliate or Permitted Leasehold Mortgagee*. Tenant may assign this Lease to an affiliate of Tenant or Permitted Leasehold Mortgagee with prior written notice to the City; provided, however, that in no event may Tenant assign this Lease prior to the issuance of a final certificate of occupancy for the Project.

b. *To Others.* Except as permitted in Section 15 (Leasehold Financing) hereof, Tenant may only assign this Lease to any party other than an affiliate with the prior written approval of the City. Tenant shall pay reasonable costs of the City's legal fees in reviewing any documentation relating to a proposed assignment.

c. *Binding on Successors and Assigns*. The covenants, conditions, and restrictions contained herein shall be construed as covenants running with the Land and the Premises, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Land or the Premises is and shall be conclusively deemed to have consented and to have agreed to every covenant, condition, and restriction contained in this Lease, whether or not any reference to this Lease is contained in the instrument by which such person acquires an interest.

d. *Effect on Obligations*. Notwithstanding anything to the contrary contained in this Lease, upon any assignment, transfer or conveyance of this Lease or the Leasehold Estate, or any subsequent assignment by such transferee, the Permitted Lease Mortgagee and its successors and assigns shall, automatically and without further action, be released and discharged from any and all liability or obligations under this Lease arising from and after the effective date of such assignment; provided, however, that such release shall not affect any liability for obligations that accrued prior to the date of such assignment. The City shall look solely to the assignee of the Leasehold Estate for the performance of all obligations under this Lease arising from and after the effective date of such assignment, and no Permitted Lease Mortgagee shall have any personal liability under this Lease except during such period, if any, that such Permitted Lease Mortgagee is the holder of the Leasehold Estate.

e. *Transfers of Interests in Tenant*. The Parties hereto acknowledge and agree that City consent is not required for transfers of interests in Tenant, including, without limitation, the removal and replacement of Tenant's general partner and such removal or replacement of Tenant's general partner shall not be considered an Event of Default. Notwithstanding the foregoing, the Tenant must comply with all transfer requirements under the CDOH Covenant, including but not limited to, the Tenant must get written consent of CDOH for any sale, transfer, conveyance or other disposition of any entity gaining a controlling interest in the Tenant entity, or the general partner of the Tenant entity (if the CDOH Covenant is then in existence).

22. **Subletting.** Tenant may sublet any part of the Premises in compliance with the Deed Restriction. Notwithstanding any sublease, Tenant shall remain fully liable on this Lease.

23. **Condemnation.** Upon receipt by either the City or Tenant of notice of the institution of any proceedings for the taking or condemnation of all or a portion of the Premises by the government of the United States, State of Colorado, the City or any other governmental authority, or any corporation under the right of eminent domain (a "**Taking**"), the party receiving such notice shall promptly give notice thereof to the other, as well as the First Mortgage Lender and such other parties may also appear in such proceeding and be represented by counsel, who may be counsel

for the party receiving such notice. Tenant shall be entitled to receive and retain any proceeds of a Taking less the portion of the award payable to the City as set forth below, and such proceeds must be paid to the First Mortgage Lender, or to an independent Trustee acceptable to the First Mortgage Lender, and applied in accordance with the First Leasehold Mortgage (with any amount payable to the City to be based on its fee interest in the Land subject to the Taking, exclusive of the Tenant Improvements, and as encumbered by this Lease). In the event of a partial Taking, the Tenant may rebuild or restore the Premises in accordance with the requirements of the First Mortgage Lender unless the First Mortgage Lender consents to or requires distribution of the proceeds, in which case the proceeds must be applied to any outstanding amount owed to First Mortgage Lender under the First Leasehold Mortgage.

24. **Default.**

a. *By Tenant*. Each of the following is a default of this Lease by Tenant:

i. If Tenant fails to perform any of its obligations under this Lease and fails to remedy the same within 30 days after Tenant is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and Tenant provides evidence to the City that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 90 days of the original notice or such longer period as may be reasonably necessary so long as Tenant diligently prosecutes such cure to completion.

ii. If an involuntary petition is filed against Tenant under a bankruptcy or insolvency law or under the reorganization provisions of any law, or when a receiver of Tenant, or of all or substantially all of the property of Tenant, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 90 days after the happening of such event.

iii. If Tenant makes an assignment of its property for the benefit of creditors or files a voluntary petition under a bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

b. *By the City*. The City shall be in default of this Lease if the City fails to perform any of its obligations under this Lease and fails to remedy the same within 30 days after the City is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and the City provides evidence to Tenant that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 90 days of the original notice or such longer period as may be reasonably necessary so long as the City diligently prosecutes such cure to completion.

c. *Limited Partner Cure Rights*. The Limited Partner shall have the right, but not the obligation, to cure any default of the Tenant hereunder within the cure periods set forth herein; provided, however, that if the Limited Partner removes and replaces the Tenant's general partner

in order to effectuate the cure, then the applicable cure period shall be extended for as long as is reasonably necessary for the Limited Partner to actively and diligently complete such removal and replacement and cause the replacement general partner to actively and diligently complete the cure. Any cure periods shall be tolled if an event of bankruptcy or other proceeding legally estops, stays, enjoins or otherwise prevents the Limited Partner from acting.

25. **Remedies**.

a. *Against Tenant*.

i. If a Tenant default occurs, related to the Tenant's failure to timely construct the Project, the City may, in its sole discretion and without waiving any other rights under this Lease or available to the City, cause construction of all or part of the Project to be completed and recover appropriate damages from Tenant. If the City proceeds to complete the Project, Tenant shall, at the City's request, promptly deliver a copy of all of Tenant's plans and specifications related to construction of the Project.

ii. If Tenant fails to surrender the Premises upon any termination of this Lease, the City may enter upon the Premises and expel or remove Tenant and Tenant's personal property therefrom without prejudice to the City's right to pursue additional remedies.

iii. In addition to the specific remedies set forth herein, the City shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy. The expiration of this Lease shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

b. *Against the City*. If a City default occurs, Tenant shall have all remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, provided that Tenant shall never have the remedy of specific performance against the City.

26. **Bankruptcy**. This Lease constitutes a lease of real property within the meaning of Section 365(b)(3) of the Bankruptcy Code, U.S.C. § 101, et seq. (the "**Bankruptcy Code**"). If a bankruptcy case is filed by or against Tenant and Tenant proposes to assign this Lease to a person that has made a bona fide offer to accept an assignment of this Lease, then Tenant shall give the City notice of the intended assignment (the "**Notice of Intended Assignment**") within 20 days after receipt of the offer by Tenant, but in any event no later than 10 days prior to the date on which Tenant applies to a court of competent jurisdiction for the authority and approval to enter into the assignment. The Notice of Intended Assignment shall include: the name and address of the proposed assignee; all of the terms and conditions of the offer; and adequate assurances of the proposed assignee's future performance under the Lease, including the assurances referred to in Section 365(b)(3) of the Bankruptcy Code.

27. **Estoppel Certificate.** Each party shall, at any time and within 10 business days after being requested to do so by the other party, the Limited Partner and any Mortgagee or Permitted Leasehold Mortgagee in writing, execute, acknowledge, and address and deliver to the requesting party (or, at the latter's request, to any existing or prospective Mortgagee, transferee or other assignee of the requesting party's interest in the Premises or under this Lease which acquires such interest in accordance with this Lease) a certificate in recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) that Tenant has accepted possession of the Premises, and the date on which the Term commenced; (c) as to the dates to which Annual Rent and other charges arising hereunder have been paid; (d) as to the amount of any prepaid Rent or any credit due to Tenant hereunder; (e) as to whether, to the best of such party's knowledge, information, and belief, the requesting party is then in default in performing any of its obligations hereunder and, if so, specifying the nature of each such default; and (f) as to any other fact or condition reasonably requested by the requesting party; and acknowledging and agreeing that any statement contained in such certificate may be relied upon by the requesting party and any such other addressee. In addition to the foregoing, if the requesting party or any Permitted Leasehold Mortgagee is obtaining financing intended for sale to or securitization by Freddie Mac, the applicable party shall execute and deliver a ground lessor's estoppel certificate that (i) is in the form required by Freddie Mac, (ii) contains the provisions set forth in then-current Freddie Mac Multifamily Ground Lessor's Estoppel Certificate form, (iii) is dated within 30 days prior to the loan origination date, and (iv) is delivered in draft form to the applicable Freddie Mac Multifamily Regional Office, with a copy to the applicable Freddie Mac Multifamily Attorney, for approval at least 10 business days prior to the origination date, together with such revisions as Freddie Mac may reasonably require.

28. **Miscellaneous.**

a. *Modification*. This Lease may only be amended by written agreement of the City and Tenant, and consented to by the Limited Partner and First Mortgage Lender in writing. Further, the City and Tenant may not mutually agree to any termination of this Lease, and the Tenant may not surrender the Lease, without the prior written consent of the Limited Partner and First Mortgage Lender.

b. *Integration*. This Lease and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

c. *Binding Effect*. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. *Severability*. No determination by any court, governmental or administrative body, or agency or otherwise that any provision of this Lease or any amendment is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.

e. *Governing Law and Venue*. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

f. *Construction.* As used herein, all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such section, subsections, paragraph or subparagraph of this Lease. The provisions of this Agreement shall be construed as to their fair meaning, and no inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Agreement. The parties have participated substantially in its negotiation, drafting, and revision, with advice from counsel and such other advisers as they deemed necessary or appropriate. The words "include" and "including" shall be construed to be followed by the words "without limitation." Every reference to any document, including this Agreement, refers to that document as modified from time to time by agreement of all the parties, and includes all exhibits, schedules, and riders to that document. The word "or" includes "and." Captions of the articles and sections of this Agreement are for convenience only and shall not be considered to expand, modify, or aid in interpretation, construction or meaning.

g. *Exhibits.* Each writing referred to herein as being attached as an exhibit or otherwise designated herein as an exhibit is made a part hereof.

h. *Commissions.* Each party represents and warrants to the other that, in connection with the leasing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent, or finder, and there is no commission, charge or other compensation due on account thereof. Each party shall, to the extent allowable by State law, defend, indemnify, and hold harmless the other against and from any liability, claim of liability or expense arising out of any inaccuracy in such party's representation.

i. *No Joint Venture*. Notwithstanding any provision hereof, the City shall never be a joint venturer in any private entity or activity which participates in this Lease, and the City shall never be responsible for any debt or obligation of any participant in this Lease.

j. *Notice*. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to the City, Tenant, Limited Partner, or Permitted Leasehold Mortgagee (a) shall be in writing, and (b) shall be deemed to have been provided on the earlier of (i) (1) 48 hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (2) the next business day, after having been deposited in time for delivery by such service on such business day, with Federal Express or another national courier service, or (3) if such party's receipt thereof is acknowledged in writing, upon having been sent by email or other means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate by notice to each other party hereto, or (ii) if such party's receipt thereof is acknowledged in writing, its having been given by hand or other actual delivery to such party. Any notice required or permitted to be given under this Lease shall be deemed given if provided in accordance with the foregoing Section of this subsection, and addressed as indicated on the

attached Exhibit D; provided, however, that any party may change its address for notice purposes by timely notice to the other party.

k. *Recording*. This Lease shall be recorded with the Adams County Clerk and Recorder.

l. *Quiet Enjoyment*. The City warrants that Tenant will have quiet use and enjoyment of the Premises during the Term so long as no Event of Default has occurred and is continuing beyond applicable notice and cure periods, this Lease has not terminated, and all Tenant's obligations hereunder are timely performed.

m. *Limitations on Liability*. Nothing in this Lease shall be deemed to impose on the City any liability on account of any act or failure to act by any Person other than the City (or, where expressly so provided herein, the City's agents and employees).

n. *Force Majeure*. No Party shall be in breach of this Lease if such Party's failure to perform any of the duties under this Lease is due to Force Majeure.

o. *Effectiveness*. This Lease shall become effective upon its execution and delivery by each party.

p. *Complete Understanding*. This Lease represents the complete understanding between the parties as to the subject matter hereof, the Premises, the Units, the rest of the Tenant Improvements, the Equipment, and the rest of the Property, and the rights and obligations of the parties as to the same, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, between the parties as to the same. No inducements, representations, understandings, or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in this Lease. Neither party has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein.

q. *Waiver*. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise. No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. Without limiting the generality of the foregoing, no action taken or not taken by the City under this Section or any other provision of this Lease, including the City's acceptance of the payment of Rent after an Event of Default occurs, shall operate as a waiver of any right to be paid a late charge or of any other right or remedy which the City would otherwise have against Tenant on account of such Event of Default under this Lease or applicable law. Tenant acknowledges that, in the interest of maintenance of good relations between the City and Tenant, there may be instances in which the City chooses not immediately to exercise some or all its rights if an Event of Default occurs.

r. *Third-Party Beneficiaries*. The City and Tenant each acknowledge and agree that the Limited Partner, the Permitted Leasehold Mortgagees, and CDOH (if the CDOH Covenant is

then in existence) , are intended third-party beneficiaries of this Lease and shall have all the rights and remedies of third-party beneficiaries allowable under applicable law.

s. *Disclaimer of Partnership Status*. Nothing in this Lease shall be deemed in any way to create between the parties any relationship of partnership, joint venture, or association, and the parties disclaim the existence of any such relationship.

29. **Definitions**. As used herein, the following terms have the following meanings:

"**Additional Rent**" has the meaning given to it in Section 7.

"**Affiliate**" means a corporation, nonprofit corporation, limited liability company, partnership, joint venture, or any other form of legal entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

"**Annual Rent**" has the meaning given to it in Section 6.

"**Bankruptcy**" shall be deemed, for any Person, to have occurred either:

if and when such Person (i) applies for or consents to the appointment of a receiver, trustee or liquidator of such Person or of all or a substantial part of its assets, (ii) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (iii) makes an assignment for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with its creditors or seeks to take advantage of any insolvency law, (v) performs any other act of bankruptcy, or (vi) files an answer admitting the material allegations of a petition filed against such Person in any bankruptcy, reorganization or insolvency proceeding, as to any of the above, not dismissed within 90 days thereafter; or

if (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating such Person a bankrupt or an insolvent, approving a petition seeking such an adjudication, or reorganization, or appointing a receiver, trustee or liquidator of such Person or of all or a substantial part of its assets, or (ii) there otherwise commences with respect to such Person or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for any period of 90 consecutive days after the expiration of any stay thereof.

"**CDOH**" means the State of Colorado, acting by and through the Department of local Affairs, for the benefit of the Division of Housing.

"**CDOH Covenant**" means the Colorado Department of Local Affairs Use Covenant and Regulatory Agreement executed by Tenant in favor of the State of Colorado Department of Local Affairs, for the benefit of the Division of Housing.

"**CHFA**" means the Colorado Housing and Finance Authority.

"**CHFA LURA**" means that certain Land Use Restriction Agreement into by CHFA, in its capacity as tax credit allocation agency, and Tenant, encumbering the Leasehold Estate, and recorded, or to be recorded in the Land Records. If Tenant causes a CHFA LURA to be recorded against title to the Leasehold Estate, upon delivery to the City by Tenant of a copy of such recorded covenant along with any necessary update to Exhibit D (Notice Addresses), the provisions of this Lease applicable to CHFA, the LIHTC Housing Requirements, and the CHFA LURA will automatically become operative without any need to amend this Lease.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" has the meaning given in Section 3.

"**Effective Date**" has the meaning given in the first paragraph of this Lease.

"**Environmental Laws**" shall mean all Federal, State or local statutes, laws, rules, regulations, ordinances, orders, codes, determinations, decrees, or rules of common law pertaining to the environment now or at any time hereafter in effect and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment relating to the emission, discharge, release or threatened release of a Hazardous Materials (as hereafter defined) into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended ("**CERCLA**"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., as amended; the Clean Water Act, 33 U.S.C. § 1251, et seq., as amended; the Clean Air Act, 42 U.S.C. § 7401, et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., as amended; and any other environmental or health conservation or protection laws.

"**Equipment**" means all apparatus, machinery, devices, fixtures, appurtenances, equipment and personal property now or hereafter located on or within the Premises or the Tenant Improvements and necessary or desirable for the proper operation and maintenance of the Premises or the Tenant Improvements, including all awnings, shades, screens, and blinds; asphalt, vinyl, composition, and other floor, wall, and ceiling coverings; partitions, doors, and hardware; elevators, escalators, and hoists; heating, plumbing, and ventilating apparatus; gas, electric, and steam fixtures; chutes, ducts, and tanks; oil burners, furnaces, heaters, incinerators, and boilers; air-cooling and air-conditioning equipment; washroom, toilet, and lavatory fixtures and equipment; engines, pumps, dynamos, motors, generators, electrical wiring, and equipment; tools, building supplies, lobby decorations, and window washing hoists and equipment; garage equipment, security systems, and gardening and landscaping equipment; swimming pool and recreational furniture and equipment; refrigerators, dishwashers, disposals, ranges, washers, dryers, and other kitchen appliances and all additions thereto and replacements thereof; but specifically excluding personal

property of Residents or other occupants under Tenancy Agreements and moveable equipment belonging to any management company servicing the Tenant Improvements.

"**Event of Default**" means the occurrence of any default by Tenant described in Section 24(a), in each case after expiration of all applicable notice and cure periods.

"**Fee Estate**" means the fee simple estate in the Land, subject to the operation and effect of this Lease.

"**Force Majeure**" means any (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, including any federal, state, or local declaration of emergency or "shelter in place" order restricting movement or construction activity, (c) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (d) riot, war, insurrection, threat of or terrorist action, or other national or local emergency, (e) accident, flood, fire, or other casualty, (f) unusually adverse weather conditions resulting in cessation of work on the Project for in excess of one week, (g) other act of God, (h) pandemic, epidemic, or other public health emergency, and any governmental orders related thereto or stoppages or delays resulting therefrom, or (i) other cause similar to any of the foregoing and beyond the reasonable control of the Person in question, but not including delays caused by Tenant's lack of capital.

"**Hazardous Materials**" shall have the meaning ascribed in, and shall include those substances listed in CERCLA, the Clean Air Act, and the regulations promulgated thereunder (as amended) and includes oil, petroleum distillates or by-products, waste oil and used oil as those terms are defined in the Clean Air Act, 33 U.S.C. 1251, et seq. and regulations promulgated thereunder (as amended) and RCRA and regulations promulgated thereunder (as amended) and the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq. and regulations promulgated thereunder (as amended), and shall include any (a) groundwater contaminated by such Hazardous Materials and (b) other pollutant or contaminant designated as a hazardous substance or hazardous material by Congress or the United States Environmental Protection Agency or defined by any other federal or State law, ordinance, code, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

"**Insurance Requirements**" has the meaning given in Section 11(b)(i).

"**Land**" has the meaning given herein above.

"**Land Records**" means the official public records as maintained by the Clerk and Recorder of the county where the Land is located.

"**Leasehold Estate**" means the leasehold estate in the Land held by Tenant under this Lease.

"**Legal Requirements**" has the meaning given in Section 11(b)(i).

"**Limited Partner**" means any investor limited partner of Tenant pursuant to the Partnership Agreement, together with its respective successors and assigns.

"**LIHTC Housing Requirements**" means all rules and requirements applicable to low-income housing tax credits as found in Section 42 of the Code, the Treasury regulations promulgated thereunder, and the related Regulatory Agreements.

"**Tenant Improvements**" has the meaning given in Section 11(a)(ii).

"**Mortgage**" means any mortgage or deed of trust at any time encumbering any part of or all the Land, and any other security interest therein existing at any time under any other form of security instrument or arrangement used in the locality of the Land (including any such other form of security arrangement arising under any deed of trust, sale-and-leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein. Notwithstanding anything to the contrary herein, all Mortgages shall be subordinate in all respects to this Lease.

"**Mortgagee**" means the Person secured by a Mortgage.

"**Partnership Agreement**" means the Agreement of Limited Partnership of Tenant, dated May 16, 2024, as may be amended or restated from time to time.

"**Permitted Encumbrances**" means the instruments and matters of public record listed as exceptions on Tenant's Leasehold Policy of Title Insurance issued by the Title Company, as well as those set forth on Exhibit C (Permitted Encumbrances) to this Lease.

"**Permitted Leasehold Mortgage**" shall mean, as applicable:

> the leasehold deed of trust to be executed by Tenant and recorded among the Land Records, and documents related thereto, by and between Tenant as Grantor, the Public Trustee for the county where the Land is located, as trustee, and the Housing Authority of the City of Aurora, Colorado, as governmental lender (the "**Governmental Lender**"), as beneficiary, and assigned by Governmental Lender to U.S. Bank Trust Company, National Association ("**Fiscal Agent**"), fiscal agent for Wells Fargo Bank, National Association, and its successors and assigns (the "**First Mortgage Lender**") and securing the debt evidenced by the promissory note made by the Tenant dated of even date therewith, as may be amended, and all assignments of leases or rents, security agreements and any other instruments executed as collateral or additional security for each such note, and together with any modification, amendment, extension, increase, refinancing or recasting of such note, mortgage or other instrument (collectively, the "**First Leasehold Mortgage**"); and

the Leasehold Deed of Trust to be recorded in the Land Records, by and between Tenant, as grantor, and CDOH, as beneficiary (the "**CDOH Mortgage Lender**"), and securing the certain Promissory Note made by Tenant payable to CDOH Mortgage Lender in the aggregate principal amount of Two Million and No/100 Dollars ($2,000,000.00), as may be amended, and all other instruments executed as collateral and/or additional security for each such note, and together with any modification, amendment, extension, increase, refinancing or recasting of such note or mortgage; and

the Leasehold Deeds of Trust included in Exhibit C (Permitted Encumbrances), as may be amended, and all other instruments executed as collateral and/or additional security for each such note, and together with any modification, amendment, extension, increase, refinancing or recasting of such note or mortgage, but shall not include the City Deeds of Trust and any other deed of trust for the benefit of the City.

Tenant may from time to time obtain, refinance, or modify one or more Mortgages and documents related thereto secured to or to be secured by the Leasehold Estate without the City's consent, provided that (i) intentionally omitted, (ii) Tenant provides prior written notice to the City of any new debt, (iii) the City incurs no liability or obligations in connection with such Mortgage, and (iv) such Mortgage does not amend, impair, or subordinate the City's rights under this Lease, then the additional Mortgage shall be deemed a Permitted Leasehold Mortgage hereunder and covering the Leasehold Estate in the Premises or any portion thereof at any time during the Term, each only for so long as such Mortgage covers the Leasehold Estate in the Premises or any portion thereof and is immediately junior in priority to this Lease.

"**Permitted Leasehold Mortgagee**" means each of the First Mortgage Lender, the CDOH Mortgage Lender, and any other Person from time to time secured by a Permitted Leasehold Mortgage, but shall not include the City (notwithstanding that the City may be secured by a Mortgage).

"**Person**" means a natural Person, corporation, nonprofit corporation, limited liability company, partnership, joint venture, and any other form of legal entity.

"**Plans and Specifications**" means those certain plans and specifications approved by the City in its regulatory capacity, including the Site Development Plan for the Project.

"**Premises**" has the meaning given in the recitals. If at any time hereafter any portion of the Premises becomes no longer subject to this Lease, "Premises" shall thereafter mean so much thereof as remains subject to this Lease.

"**Project**" has the meaning given in the recitals of this Lease.

"**Regulatory Agreements**" shall mean the following: (i) the CHFA LURA; (ii) the CDOH Covenant; and (iii) any other declaration of land use restrictive covenants, regulatory

agreement, or similar agreement executed with any federal, state or local governmental authority pertaining to the Project, including the City Deed Restriction.

"**Rent**" means all Annual Rent and all Additional Rent.

"**Resident**" shall mean a Person occupying a Unit in the Project pursuant to a Tenancy Agreement.

"**Special Limited Partner**" means East Metro Communities, LLC, a Colorado limited liability company wholly owned and controlled by the Housing Authority of the City of Aurora, Colorado.

"**State**" means the State of Colorado.

"**Taking**" has the meaning given in Section 23(a).

"**Taxes**" has the meaning given in Section 17(b).

"**Tenancy Agreement**" shall mean the form of lease agreement between Tenant and a Resident under the terms of which a Resident is entitled to enjoy possession of a Unit in the Project.

"**Term**" has the meaning given in Section 3.

"**Termination Date**" has the meaning given in Section 3.

"**Title Company**" means Land Title Guarantee Company or such other title insurance company as may be selected by Tenant to insure its interest in the Leasehold Estate.

"**Units**" has the meaning given in the recitals.

(Remainder of page intentionally left blank. Signature page follows.)

The Parties have executed this Lease as of the Effective Date.

CITY OF AURORA, COLORADO,

a home rule municipal corporation

_____
Mike Coffman, Mayor

ATTEST

_____
Kadee Rodriguez, City Clerk

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The forgoing instrument was acknowledged before me this _____day of _____,

2026, by Mike Coffman, Mayor of the City of Aurora, Colorado.

Seal

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Approved as to Form:

_____
Michelle Gardner
SR. Asst. City Attorney

Reviewed By:

_____
Hector Reynosos
Manager of Real Property Services

Approved as to Form:

_____
Austin Pierce Flanagan, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.

_____
Sarah Pulliam, Manager of
Community Development

TENANT:

MHMP 22 Aurora Global LLLP,
a Colorado limited liability limited partnership

By: MHMP 22 Aurora Global GP LLC,
a Colorado limited liability company,
its General Partner

By: Mercy Housing Mountain Plains,
a Colorado nonprofit corporation,
its Manager

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____day of _____,

2026, by _____, of_____.

Seal

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A

Legal Description of the Land

LOT 1, BLOCK 1, GLEAM II CAR WASH SUBDIVISION FILING NO. 1, AMENDMENT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2026 UNDER RECEPTION NO. _____, COUNTY OF ADAMS, STATE OF COLORADO.

15961 E. Colfax Avenue, Aurora, CO



15978 E. 16th Avenue, Aurora, CO

ILLUSTRATION FOR

EXHIBIT B



THE ABOVE DESCRIBED PARCEL CONTAINS 55,151 SQUARE FEET (1.266 ACRES) MORE OR LESS

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
EWA	NONE	N/A
CHECKED BY:	DATE:	JOB NUMBER:
HR	1/19/2023	N/A

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SEC. 32, T3S, R66W, 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT B

Redevelopment Plan

Landlord and Tenant acknowledge that the Premises are located in an area that will benefit from redevelopment, in furtherance of a common and general plan of improvement, enhancement, and protection of the Land, as is more specifically described in the site development plan approved by the City in its regulatory capacity, along with the building permits issued in connection with the Plans and Specifications. Accordingly, Landlord and Tenant have agreed to a redevelopment plan as follows:

1. Overview. Mercy Housing's Crossbar Commons project will include 104 new one-, two-, three- and four-bedroom apartments affordable to families earning 30% to 50% Area Median Income. The site is located within a Qualified Census Tract in north Aurora, near the High Line Canal trail with grocery stores, schools, and job centers nearby. The "Crossbar Commons" name is inspired by the nearby community-based soccer facilities (Soccer City and Aurora Sports Park), celebrating the importance of the game locally and alluding to the spirit of service that makes Mercy Housing buildings more than a roof. Crossbar Commons will be a four-story wood-frame building (Type V Construction) with two elevators centrally located at the main entry.

2. Building Program and Construction Details. Crossbar Commons will be a high-performance, all-electric community meeting Silver certification under the National Green Building Standards. The development will feature heat pumps for heat, electric water heaters, and Energy Star appliances. The building envelope will maximize thermal efficiency and sound attenuation with rigorous wall assemblies and high-performance windows. Interior lighting will utilize LED fixtures with occupancy sensors.

3. Project Amenities. Crossbar Commons residents will have access to a wide range of building common areas including a community room/classroom space, courtyard, fitness center, business center, community kitchen for gatherings, and laundry facilities at each floor. The main entrance to Crossbar Commons fronts an interior plaza with mountain views tucked away from Colfax that will sprout native landscape and include a playground, BBQ grills, and a dedicated soccer pitch within view of parents for smaller kids (in addition to access to Soccer City across the street). The property will have on-site property management and resident services, and include controlled access entries, security cameras, and an intercom system. Crossbar Commons includes 51 one-bedroom, 35 two-bedroom, 15 three-bedroom, and 3 four-bedroom apartment floorplans, with a family and intergenerational focus.

EXHIBIT C

Permitted Encumbrances

(attached)

1. Easement recorded November 17, 1975 in Book 2029 at Page 427.
2. Drainage and Utility Easement recorded September 4, 1985 in Book 3043 at Page 899.
3. Air Rights Covenant recorded April 27, 1994 in Book 4305 at Page 717.
4. Drainage and Utility Easement recorded September 23, 2009 at Reception No. 2009000070750.
5. Utility Easement recorded July 25, 2018 at Reception No. 2018000059631.
6. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Gleam II Car Wash Subdivision Filing No. 1, recorded October 15, 2018 at Reception No. 2018000083254.
7. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Gleam II Car Wash, recorded October 15, 2018 at Reception No. 2018000083255.
8. Master License Agreement recorded January 8, 2019 at Reception No. 2019000001848.
9. Public Improvement Deferral Agreement recorded January 14, 2019 at Reception No. 2019000003334.
10. Gleam II Car Wash Subdivision Filing No. 1, Amendment No. 1 ("**Replat**").
11. Subdivision / development agreement with City of Aurora, in connection with the Replat, if required.
12. Crossbar Commons Site Plan.
13. Deed Restriction, for benefit of the City.
14. Regulatory Agreement and Declaration of Restrictive Covenants, for the benefit of Aurora Housing Authority as bond issuer ("**Issuer**").
15. Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, granted by the Partnership to the Issuer, securing approximately $14 million tax-exempt loan ("**Tax-Exempt Construction Deed of Trust**").
16. Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing], granted by the Partnership to Wells Fargo Bank, National Association, a national banking association ("**Wells Fargo**"), securing approximately $14.1 million taxable loan ("**Taxable Construction Deed of Trust**" and, together with the Tax-Exempt Construction Deed of Trust, the "**Construction Deed of Trust**").
17. Assignment of Note, Construction Deeds of Trust, Liens, Security Interests and Related Documents, by Issuer, as assignor, to Fiscal Agent, as assignee, for the benefit of Wells Fargo as construction lender.
18. Conversion Assurance Multifamily Leasehold Deed of Trust, Assignment of Rents, and Security Agreement, signed by the Partnership for the benefit of Wells Fargo, securing a conversion assurance fee in the amount of approximately $375,000 ("**Conversion Assurance Deed of Trust**").

19. Assignment of Conversion Assurance Deed of Trust, from Wells Fargo to the Federal Home Loan Mortgage Corporation.
20. Land Use Restriction Agreement related to CMF funds, for benefit of Mercy Community Capital ("**MCC**") ("**CMF Covenant**"), if required.
21. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $2,000,000 loan from MCC to the Partnership ("**MCC CMF Deed of Trust**").
22. Agreement of Restrictive Covenants affecting Real Property (City HOME funds), for benefit of the City ("**City HOME Covenant**").
23. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $1,100,000 loan from the City to the Partnership (the "**City HOME Deed of Trust A**").
24. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $500,000 loan from the City to the Partnership (the "**City HOME Deed of Trust B**").
25. Agreement of Restrictive Covenants affecting Real Property (CDBG funds), for benefit of the City ("**City CDBG Covenant**").
26. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $1,000,000 loan from Mercy Housing Mountain Plains ("**MHMP**") to the Partnership (the "**CDBG Deed of Trust**").
27. Use Covenant and Regulatory Agreement, related to HOME funds, for the benefit of the State of Colorado, Department of Local Affairs, Division of Housing ("**CDOH**" or the ("**State**")) ("**CDOH HOME Covenant**" or the "**CDOH Covenant**").
28. Leasehold Deed of Trust, securing approximately $2,000,000 loan from CDOH to the Partnership ("**CDOH HOME Deed of Trust**").
29. Use Covenant and Regulatory Agreement, related to Federal Home Loan Bank ("**FHLB**") AHP funds, for the benefit of FHLB grantor/lender, if required.
30. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $1,500,000 loan from MHMP to the Partnership ("**MHMP AHP Deed of Trust**").
31. Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, securing approximately $400,000 loan from MHMP to the Partnership, sourced with proceeds of Wells Fargo grant to MHMP ("**MHMP Development Deed of Trust**") (may be combined with MHMP AHP Deed of Trust).
32. Collateral Assignment of MHMP AHP Deed of Trust, from MHMP, as assignor, to MCC, as assignee, if required.
33. Mercy Purchase Option and Right of First Refusal, or memorandum of same.
34. AHA Right of Second Refusal, or memorandum of same.

35. Amended and Restated Multifamily Leasehold Deed of Trust, Assignment of Rents, and Security Agreement, signed by the Partnership for the benefit of Fiscal Agent, securing a permanent loan in the amount of approximately $7.5 million ("**Perm Deed of Trust**").

36. Land Use Restriction Agreement for CHFA's benefit, as tax credit allocation agency.

EXHIBIT D

Notice Addresses

Landlord:	City of Aurora c/o Real Property Services Manager 15151 East Alameda Parkway, Suite 3200 Aurora, CO 80015
with a copy to:	Hoffmann, Parker, Wilson, & Carberry, P.C. 511 Sixteenth Street, Suite 610 Denver, CO 80202 Attention: Kendra Carberry
Tenant:	MHMP 22 Aurora Global LLLP c/o Mercy Housing Mountain Plains 1600 Broadway, Suite 200 Denver, CO 80202 Attention: President
with a copy to:	New Communities Law PLLC 1624 Market St., Suite 400 Denver, CO 80202 Attention: Ben Doyle
and a copy to Limited Partner:	Wells Fargo Bank, National Association 550 S. Tryon Street 23rd Floor, MAC D1086-239 Charlotte, NC 28202-4200 Attention: Director of Asset Management
	Affordable Housing Fund III-A LLC c/o Sugar Creek Capital 17 W. Lockwood Ave. St. Louis, MO 63119 Attention: Legal Department

and a copy to First Mortgage Lender (prior to Conversion of the First Leasehold Mortgage):	Wells Fargo Bank, National Association Community Lending and Investment 550 S. Tryon Street, 23rd Floor MAC D1086-239 Charlotte, NC 28202-4200 Attn: Director of Asset Management
and a copy to First Mortgage Lender (upon and following Conversion of the First Leasehold Mortgage):	Wells Fargo Bank, National Association 1751 Pinnacle Drive, 8th Floor McLean, VA 22102 Email: WFMCServicing@wellsfargo.com Attention: Servicing Department With a copy to: Federal Home Loan Mortgage Corporation 8100 Jones Branch Drive McLean, Virginia 22102 Attention: Multifamily Operations – Loan Accounting Email: mfla@freddiemac.com Telephone: (703) 714-4177 And to: Federal Home Loan Mortgage Corporation 8200 Jones Branch Drive McLean, Virginia 22102 Attention: Managing Associate General Counsel - Multifamily Legal Division Email: jennifer_davila@freddiemac.com Telephone: (703) 903-2000
and a copy to CDOH:	State of Colorado Department of Local Affairs Division of Housing 1570 Grant Street Denver, CO 80203

EXHIBIT E

City's Insurance Requirements

(attached)

INSURANCE REQUIREMENTS

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

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

Minimum limits:

$1,000,000 each occurrence

$2,000,000 general aggregate
$2,000,000 products and completed operations

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

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

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers

Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

C. Builders' Risk Insurance or Installation Floater, as appropriate
Minimum Limits: Total Construction Value

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

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

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

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

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

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

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

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

RESOLUTION NO. R2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE GROUND LEASE BETWEEN CITY OF AURORA AND MHMP 22 AURORA GLOBAL, LLLP (MERCY HOUSING MOUNTAIN PLAINS) FOR AN AFFORDABLE HOUSING PROJECT

WHEREAS, on October 14, 2022, the City of Aurora ("City") acquired property legally described as Lots 2 and 3, Block 1, Gleam II Car Wash Subdivision Filing No. 1, commonly referred to as 15961 E. Colfax Avenue and 15978 E. 16th Avenue (the "Property") for the purpose of developing an affordable housing public use project; and

WHEREAS, on June 30, 2023, the City issued a Request for Proposals for the development of the Property and, based on the criteria, Mercy Housing Mountain Plains ("MHMP") submitted the highest-ranked proposal; and

WHEREAS, in 2024, MHMP was awarded a License and Option to Lease Agreement that provided MHMP with the opportunity to conduct due diligence, apply for necessary permits, secure financing, and confirm the Property's suitability for the proposed project; and

WHEREAS, MHMP has since completed design plans, secured financing and is requesting to execute an 80-year ground lease ("Lease") with the City, pursuant to Aurora City Code Section 2-683 and BPM 4-14; and

WHEREAS, the City adopted a Lease Administration Fee after MHMP was selected, therefore, the City desires to waive this fee since negotiations for this development with MHMP began prior to the Lease Administration Fee's implementation; and

WHEREAS, the Lease will authorize MHMP to begin construction of this project to include approximately 104 affordable rental housing units consisting of 1, 2, 3 and 4-bedroom units (the "Project"); and

WHEREAS, the City will retain fee ownership of the Property while leasing the Property to MHMP for good and valuable consideration, and MHMP will assume full responsibility for all development, financing, construction, operation, maintenance, insurance, taxes (if applicable), and compliance costs for the Project; and

WHEREAS, the Project must be constructed within specified timelines and operated in accordance with a recorded Deed Restriction Agreement and Low-Income Housing Tax Credit requirements; and

WHEREAS, the Lease allows MHMP to finance its leasehold interest while preserving the City's ownership of the Property and provides lenders with customary protections required for affordable housing financing; and

WHEREAS, at the expiration, or if earlier termination, of the Lease, the leasehold will end and ownership of the improvements will automatically revert to the City, free and clear of MHMP's interest, subject to the terms of the Lease and permitted encumbrances; and

WHEREAS, the City will record a restrictive covenant on the Property to ensure the Property can only be used for affordable housing purposes; and

WHEREAS, the City desires to enter into the Lease with MHMP according to the terms and provisions stated in the Lease presented to City Council; and

WHEREAS, pursuant to Colorado Revised Statute § 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-31, the Mayor or his designee, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property owned by the City, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the Lease with MHMP.

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

Section 1. The Lease between the City and MHMP 22 Aurora Global LLLP, also known as Mercy Housing Mountain Plains ("MHMP"), is hereby approved.

Section 2. The Mayor or his designee, City Clerk, and City Manager, are hereby authorized to execute and deliver the Ground Lease and supporting documents on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

RLA

Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Repealing Sections of Chapter 94 of the City Code Pertaining to Offenses and Miscellaneous Provisions
Item Initiator: Mayor Pro Tem, Alison Coombs
Staff Source/Legal Source: Jason Batchelor, City Manager/Angela Garcia, 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.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☒ This item was requested by Mayor Pro Tem Alison Coombs

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 8/24/2026

Regular Meeting: 9/14/2026

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

This item was requested by Mayor Pro Tem Alison Coombs, it was moved from the 8/13 Public Safety Policy Committee Meeting.

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

Agenda Item Initiator Name	Jason Batchelor Late Submission Approver Name (Council Appointee or DCM)
Agenda Item Initiator Signature Date	Late Submission Approver Signature 08.13.26 Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Repealing Sections of Chapter 94 of the City Code Pertaining to Offenses and Miscellaneous Provisions (Ordinance)
Item Initiator: Alison Coombs, Mayor Pro Tem
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 8/24/2026

Regular Meeting: 9/14/2026

2nd Regular Meeting (if applicable): 9/28/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 8/13/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Certain provisions of Chapter 94 establish mandatory minimum penalties that are inconsistent with limitations recognized by the Colorado Supreme Court for corresponding municipal offenses and certain provisions within Chapter 94 of the Aurora City Code have become obsolete or no longer serve an independent municipal purpose.

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 City Council approve of moving the item forward to a regular City Council meeting?

LEGAL COMMENTS

All legislative enactments must be in the form of ordinances. (City Charter, Art. 5-1). Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code. Sec. 2-32 and C.R.S., Sec. 31-15-103). (Garcia)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-74, 94-85 AND 94-122, AND REPEALING SECTIONS 94-75, 94-80, 94-149, 94-219, 94-222, 94-223, 94-224, 94-246, 94-248, 94-279, 94-280, 94-281, 94-312, 94-346, 94-347, 94-348, AND 94-385 OF CHAPTER 94 OF THE CITY CODE OF THE CITY OF AURORA PERTAINING TO OFFENSES AND MISCELLANEOUS PROVISIONS.

WHEREAS, the City of Aurora is a home-rule municipality organized pursuant to Article XX of the Colorado Constitution and possesses the authority to adopt and enforce municipal ordinances for matters of local concern; and

WHEREAS, Chapter 94 of the Aurora City Code establishes criminal offenses and penalties enforceable in the Aurora Municipal Court; and

WHEREAS, on December 22, 2025, the Colorado Supreme Court issued its opinion in *In re People v. Camp* and *In re People v. Simons*, 2025 CO 64, holding that when a municipal ordinance prohibits conduct identical to that prohibited by state law, a home-rule municipality may prosecute the offense in municipal court but may not impose penalties that exceed the maximum penalties authorized by state law for the corresponding offense; and

WHEREAS, City Council finds that certain provisions of Chapter 94 establish mandatory minimum penalties that are inconsistent with limitations recognized by the Colorado Supreme Court for corresponding municipal offenses; and

WHEREAS, City Council finds that certain provisions within Chapter 94 of the Aurora City Code have become obsolete or no longer serve an independent municipal purpose, and that repeal of those provisions will improve the organization and clarity of the Aurora Municipal Code.

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

Section 1. That Section 94-74 of the City Code of the City of Aurora, Colorado is hereby amended and shall read as follows:

Sec. 94-74. Theft.

(a) A person commits theft when he or she knowingly obtains, retains, or exercises control over anything of value of another having a value of less than $1,000 without authorization or by threat or deception; or receives, loans money by pawn or pledge on, or disposes of

anything of value or belonging to another that he or she knows or believes to have been stolen; and

(1) Intends to deprive the other person permanently of the use or benefit of the thing of value;

(2) Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;

(3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;

(4) Demands any consideration to which that person is not legally entitled as a condition of restoring the thing of value to the other person; or

(5) Knowingly retains the thing of value more than 72 hours after the agreed-upon time of return in any lease or hire agreement.

(b) It shall be unlawful to knowingly transfer a label or other designation of price from one item to another or alter the item with intent to purchase such item at a lesser cost.

(c) If any person willfully conceals unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by any store or other mercantile establishment, whether the concealment is on that person's own body, clothing or otherwise and whether on or off the premises of the store or mercantile establishment, such concealment shall constitute prima facie evidence that the person intended to commit the crime of theft.

(d) It shall be unlawful to procure food or accommodations with the intent to defraud in any public establishment without making payment therefor in accordance with an agreement with such public establishment where the total amount due under such agreement is $1,000 or less.

(1) For the purposes of this subsection, the following words have the following meanings:

a. *Agreement with such public establishment* means any written or verbal agreement as to the price to be charged for and the acceptance of food, beverage, service, or accommodations where the price to be charged therefor is printed on a menu or schedule of rates shown to or made available by a public establishment to the patron and includes the acceptance of such food, beverage, service, or accommodations for which a reasonable charge is made.

b. *Public establishment* means any establishment selling or offering for sale prepared food or beverages to the public generally, or any establishment leasing or renting overnight sleeping accommodations to the public generally, including but not exclusively restaurants, cafes, dining rooms, lunchcounters, coffeeshops, boardinghouses, hotels, motor hotels, motels, and roominghouses, unless the rental thereof is on a month-to-month basis or a longer period of time.

~~(2) As part of the fine or penalty imposed under section 1-13, a person who pleads guilty or no contest to or is convicted of an offense under this subsection where the total due under the agreement is $15.00 or more:~~

~~a. *Mandatory minimum sentence*. A mandatory minimum jail sentence of 72 consecutive hours shall be imposed. The court shall not set aside or suspend this minimum sentence.~~

(e) For the purpose of this section, the terms "anything having value," "anything of value," and "thing of value" shall include, but not be limited to, the following:

(1) Any tangible or intangible thing, including property, which has value or may be exchanged for monetary consideration, including any "major component of a motor vehicle." A "major component of a motor vehicle" means any of the following parts of a motor vehicle:

a. The engine;

b. The transmission;

c. A front fender;

d. The hood;

e. Any door allowing entrance to or egress from the passenger compartment of the vehicle;

f. The front or rear bumper;

g. A rear quarter panel;

h. The deck lid, tailgate, or hatchback;

i. The trunk floor pan;

j. The cargo box of a pickup truck;

k. The frame, or if the vehicle has a unitized body, the supporting structure or structures that serve as the frame;

l. The cab of a truck;

m. The body of a passenger vehicle;

n. An airbag or airbag assembly;

o. A wheel or tire;

p. A catalytic converter; or

q. Any other part of a motor vehicle that is comparable in design or function to any of the parts that have been listed, or that have been labeled with a unique traceable identification number, by the manufacturer of the motor vehicle or part;

(2) Any services for which a person would reasonably expect to provide monetary compensation; or

(3) Any compensation to which a person is entitled for services provided.

(f) For the purposes of this subsection, the term "services" shall not include the provision of shelter or housing for any term whatsoever.

(g) *Evidence of value.*

(1) For purposes of this section, when theft occurs from a store, evidence of the retail value of the thing involved shall be prima facie evidence of the value of the thing involved. Evidence offered to prove retail value may include but shall not be limited to affixed labels and tags, signs, shelf tags, and notices.

(2) For the purposes of this section, in all cases where theft occurs, evidence of the value of the thing involved may be established through the sale price of other similar property and may include but shall not be limited to testimony regarding affixed labels and tags, signs, shelf tags, and notices tending to indicate the price of the thing involved. Hearsay evidence shall not be excluded in determining the value of the thing involved. (Code 1979, § 27-53; Ord. No. 2024-62, § 3, 9-23-2024; Ord. No. 2022-37, § 3, 7-11-2022; Ord. No. 2013-29, § 1, 9-9-2013; Ord. No. 2007-84, §§ 2—4, 12-17-2007; Ord. No. 98-64, § 2, 10-5-1998)

Section 2. That Section 94-75 of the City Code of the City of Aurora, Colorado, is hereby repealed.

Sec. ~~94-75. Motor vehicle theft.~~

~~(a) As used in this section, unless the context otherwise requires, the term "motor vehicle" means all vehicles of whatever description propelled by any power other than muscular, except vehicles running on rails.~~

~~(b) It shall be unlawful to commit motor vehicle theft. A person commits motor vehicle theft if he or she knowingly obtains or exercises control over a motor vehicle of another~~

~~without authorization or by threat or deception and if none of the aggravating factors or other circumstances listed in C.R.S. § 18-4-409, as amended, recodified, or reenacted, that would otherwise classify the offense as a felony are present.~~

~~(c) As part of the fine or penalty imposed under section 1-13, a person who pleads guilty or no contest to or is convicted of an offense under this section:~~

~~(1) *Mandatory minimum sentence*. A mandatory minimum jail sentence of 60 days shall be imposed. The court shall not set aside or suspend this minimum sentence.~~

~~(2) *Repeat offender*. If evidence is presented that the defendant has previously been convicted for motor vehicle theft or a similar offense under this Code, Colorado State law, or the laws of another state, a mandatory minimum jail sentence of 120 days shall be imposed. The court shall not set aside or suspend this minimum sentence. (Code 1979, § 27-54; Ord. No. 2024-62, § 4, 9-23-2024)~~

Section 3. That Section 94-80 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-80. Prohibited use of skateboards, in-line skates, and similar devices.~~

~~(a) It shall be unlawful for any person to use skateboards, in-line skates, or similar devices on public or private property which is posted to prohibit any person from entering or remaining upon that property while utilizing skateboards, in-line skates, or similar devices.~~

~~(b) The owner of private property is authorized to post or cause to be posted signs which give notice of the prohibition of the use of skateboards, in-line skates, or similar devices referenced in subsection (a). Such posting shall be deemed to authorize, without further action of the owner, enforcement of this section. (Ord. No. 96-22, § 1, 7-1-1996)~~

Section 4. That Section 94-85 of the City Code of the City of Aurora, Colorado (a) is hereby amended and shall read as follows:

Sec. 94-85. Retail Theft.

~~(a)~~ A person commits retail theft when the person commits the offense of theft under section 94-74 of any goods or merchandise for sale by a business licensed under section 86-87.

~~(b) As part of the fine or penalty as defined in section 1-13, every person who pleads guilty or no contest to or is convicted of this offense where the amount of value taken is over $100.00, a mandatory minimum jail sentence of 72 consecutive hours shall be imposed in~~

~~addition to any other sentence imposed by the court. The court shall not set aside or suspend this minimum sentence.~~

~~(c) *Repeat offender.*~~

~~(1) Upon a conviction of a defendant under this section, if evidence is presented that the defendant has previously been once convicted of retail theft or a similar offense under this Code, Colorado State law, or the laws of another state, a mandatory minimum jail sentence of 90 days shall be imposed. The court shall not set aside or suspend this minimum sentence.~~

~~(2) Upon a conviction of a defendant under this section, if evidence is presented that the defendant has previously been at least twice convicted of retail theft or a similar offense under this Code, Colorado State law, or the laws of another state, a mandatory minimum jail sentence of 180 days shall be imposed. The court shall not set aside or suspend this minimum sentence.~~

~~(3) Any prior conviction as used in this subsection is applicable for a repeat offender punishment regardless of the dollar value amount of the item(s) or service(s) stolen or taken in those prior offenses. (Ord. No. 2024-62, § 2, 9-23-2024)~~

Section 5. That Section 94-122 of the City Code of the City of Aurora, Colorado is hereby amended and shall read as follows:

(a) It shall be unlawful for any person to camp on private property without the express written consent of the property owner or the owner's agent, except in any location where camping has been expressly authorized by the city. It shall be unlawful for any person to camp or store property in an area or location designated as an area closed to camping, as defined in section 114-112.

(b) It shall be unlawful for any person to camp on any public property, except in any location where camping has been expressly authorized by the city.

~~(c) Any person convicted of violating this section is subject to the general penalty provisions as provided in section 1-13.~~

(c)~~(d)~~ For purposes of this section:

Camp or *camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other

than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire (except for fires at sites specifically designated or authorized for a fire by the parks, recreation and open space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or a city rule or regulation or is not otherwise authorized by the city. Camping does not include napping during the day or picnicking.

Public property means, by way of illustration, but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

~~(c) Any person convicted of camping or storing property in an area closed to camping, as described in section 114-112, is subject to the general penalty provision as provided in section 1-13.~~ (Ord. No. 2025-12, § 1, 2-10-2025; Ord. No. 2024-25, § 1, 6-24-2024; Ord. No. 2022-12, § 1, 3-28-2022)

Section 6. That Section 94-149 of the City Code of the City of Aurora, Colorado is hereby repealed.

~~Sec. 94-149. Unlawful sale and possession of restricted ammunition.~~

~~It shall be unlawful to sell or possess any restricted ammunition. (Code 1979, § 27-118)~~

Section 7. That Section 94-219 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-219. Toxic vapors.~~

~~(a) *Definition.* As used in this section, the term "toxic vapors" shall mean the following substances or products containing such substances: alcohols (methyl, ethyl, isopropyl, propyl, butyl), aliphatic acetates (ethyl, methyl, propyl, methyl cellosolve acetate), acetone, benzene, carbon tetrachloride, cyclohexane, freons (freon 11 and freon 12), hexane, methyl ethyl ketone, methyl isobutyl ketone, naphtha, perchlorethylene, toluene, trichloromethane or xylene.~~

~~(b) *Use or possession.* It shall be unlawful for any person intentionally to smell or inhale the fumes of toxic vapors for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction or dulled senses or nervous system or to possess, buy or use any such substance for the purpose of violating or aiding another to violate this section.~~

~~(c) *Under the influence*. It shall be unlawful for any person to intentionally be under the influence of any toxic vapors.~~

~~(d) *Sale*.~~

~~(1) It shall be unlawful for any person to sell, give, deliver or furnish any substance releasing toxic vapors to any minor without the personal or written consent of a parent, guardian or other person having legal care or custody of such minor, except when the sale of one tube of glue is made simultaneously with the sale, purchase and delivery of a hobby or model kit.~~

~~(2) It shall be unlawful for any person, except a person who is at the time of such sale actually employed by or engaged in operating a bona fide commercial establishment at a fixed location, to sell to any other person any substance releasing toxic vapors, and all sales of such substance not made in or from such an establishment shall be unlawful.~~

~~(3) It shall be unlawful for any person knowingly to sell or offer for sale, deliver or give away to any other person any substance releasing toxic vapors where the seller, offerer, deliverer or donor knows or has reason to believe that such substance will be used for the purpose of inducing a condition of euphoria, excitement, exhilaration, stupefaction or dulled senses or nervous system.~~

~~(e) *Exception.* This section shall not apply to the inhalation of anesthesia for medical or dental purposes. (Code 1979, § 27-3)~~

Section 8. That Section 94-222 of the City Code of the City of Aurora, Colorado is hereby repealed.

~~Sec. 94-222. Use or possession of a controlled substance.~~

~~(a) For the purposes of this section, the term "controlled substance" shall have the definition as set forth in section 18-18-102 of the Colorado Revised Statutes.~~

~~(b) Except as otherwise provided in this division for offenses concerning marijuana, it shall be unlawful for any person to use any controlled substance, except when it is dispensed by or under the direction of a person licensed or authorized by law to prescribe, administer, or dispense the controlled substance for bona fide medical needs.~~

~~(c) Except as authorized by Article 42.5 of Title 12 of the Colorado Revised Statutes, or by Part 2 or 3 of Article 18 of Title 18 of the Colorado Revised Statues, or by section 94-221(a)(1) or (a)(2) of this Code, it shall be unlawful for any person to knowingly possess any material, compound, mixture or preparation that contains any quantity of a controlled substance listed in Schedule III, IV or V of Part 2 of Article 18 of Title 18 of the Colorado Revised Statutes except Flunitrazepam or Ketamine.~~

> ~~(1) If the circumstances described in section 94-221(a)(1) or (a)(2) occur, the peace officer shall not arrest the person pursuant to this section for any minuscule, residual controlled substance that may be present in the used hypodermic needle or syringe, and the city attorney shall not charge or prosecute the person pursuant to this section for any minuscule, residual controlled substance that may be present in a used hypodermic needle or syringe. The circumstances described in section 94-221(a)(1) may be used as a factor in a probable cause or reasonable suspicion determination of any criminal offense if the original stop or search was lawful. (Ord. No. 2016-01, § 2, 1-25-2016; Ord. No. 2012-09, § 2, 3-19-2012)~~

Section 9. That Section 94-223 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-223. Unlawful use or possession of synthetic cannabinoids or Salvia divinorum.~~

~~(a) It shall be unlawful for any person to use or possess any amount of any synthetic cannabinoid or Salvia divinorum.~~

~~(b) The following words, when used in this section shall have the meanings herein after set forth.~~

> ~~*Analog* means any chemical that is substantially similar in chemical structure to a chemical compound that has been determined to have binding activity at one or more cannabinoid receptors.~~
>
> ~~*Salvia divinorum* means Salvia divinorum, salvinorin A, and any part of the plant classified as Salvia divinorum, whether growing or not, including the seeds thereof,~~

~~any extract from any part of the plant, and any compound, manufacture, salts, derivatives, mixture, or preparation of the plant, its seeds, or its extracts.~~

~~*Synthetic cannabinoid* means any chemical compound that is chemically synthesized and either:~~

~~1. Has been demonstrated to have binding activity at one or more cannabinoid receptors; or~~

~~2. Is a chemical analog or isomer of a compound that has been demonstrated to have binding activity at one or more cannabinoid receptors.~~

~~*Synthetic cannabinoid* includes but is not limited to the following substances:~~

~~1. HU-210: (6AR,10AR)-9-(Hydroxymethyl)-6,6-Dimethyl-3-(2-Methyloctan-2-yl)-6A, 7,10,10A-Tetrahydrobenzo[C]Chromen-1-ol;~~

~~2. HU-211: Dexanabinol, (6AS, 10AS)-9-(Hydroxymethyl)-6, 6-Dimethyl-3-(2-Methyloctan-2-YL)-6A, 7, 10, 10A-Tetrahydrobenzo[C]Chromen-1-ol;~~

~~3. JWH-018: 1-Pentyl-3-(1-Naphthoyl)Indole;~~

~~4. JWH-073: 1-Butyl-3-(1-Naphthoyl)Indole;~~

~~5. JWH-081: 1-Pentyl-3-(4-Methoxy-1-Napthoyl)Indole, also known as 4-Methoxynapthalen-1-YL-(1-Pentylindol-3-YL)Methanone;~~

~~6. JWH-200: 1-[2-(4-Morpholinyl)Ethyl]-3-(1-Napthoyl)Indole;~~

~~7. JWH-250:1-Pentyl-3-(2-Methoxyphenylacetyl)Indole, also known as 2-(2-Methoxyphenyl)-1-(1-Petylindol-3-yl)Ethanone; and~~

~~8. CP 47, 497, and homologues: 2-[(1R, 3S)-3-Hydroxycyclohexyl]-5-(2-Methyloctan-2-yl)Phenol.~~

~~*Synthetic cannabinoid* does not mean:~~

~~1. Any Tetrahydrocannibols, as defined in C.R.S. 18-18-102(35); or~~

~~2. Nabilone. (Ord. No. 2012-10, § 1, 3-19-2012)~~

Section 10. That Section 94-224 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-224. Limitations on the manufacture of marijuana concentrate.~~

~~(a) Except as provided in subsection (c) of this section, it shall be unlawful for a person to process or manufacture marijuana concentrate anywhere in the City.~~

~~(b) Except as provided in subsection (c) of this section, it shall be unlawful for any person who owns, manages, operates [or] otherwise controls the use of any premises anywhere in the City to allow marijuana concentrate to be processed or manufactured on the premises.~~

~~(c) It shall not be an offense under this section to process or manufacture marijuana concentrate if:~~

> ~~(1) The production of marijuana concentrate is done in a licensed retail marijuana product manufacturing facility and in compliance with all applicable state and local laws, and all rules and regulation promulgated thereunder, including any and all necessary permits.~~
>
> ~~(2) The production of marijuana concentrate is done by means of a water-based extraction method and is done in compliance with all applicable state and local laws, and all rules and regulations promulgated thereunder.~~

~~(d) The following words and terms, as used in this section, shall have the following meaning:~~

> ~~Cannabinoid means a class of chemical compounds found within the marijuana plant that act on the cannabinoid receptors in the central nervous system. Cannabinoids are separated into several classes which includes tetrahydrocannabinols (THC), the main active cannabinoid in marijuana.~~
>
> ~~Manufacture means to produce, prepare, propagate, compound, convert or process a controlled substance, directly or indirectly, by extraction from substances of natural origin, chemical synthesis, or a combination of extraction and chemical synthesis. The term "manufacture" includes removing or extracting the oil from a marijuana plant.~~
>
> ~~Marijuana means all parts of the plant of the genus Cannabis whether growing or not, the seed thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. "Marijuana" does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of~~

~~germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.~~

~~Marijuana concentrate means hashish, cannabinoids, or any alkaloid, salt, derivative, preparation, compound, or mixture, whether natural or synthesized, of cannabinoids.~~

~~Water-based extraction means processing or manufacturing marijuana concentrate by extracting cannabinoids from marijuana through the use of only water, ice, or dry ice. (Ord. No. 2015-19, § 1, 4-27-2015)~~

Section 11. That Section 94-246 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-246. Obscenity.~~

~~(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~*Material* means anything tangible that is capable of being used or adapted to arouse interest, whether through the medium of reading, observation, sound, or in any other manner, but does not include an actual three-dimensional obscene device.~~

~~*Obscene* means material or a performance that:~~

~~1. The average person, applying contemporary community standards, would find that taken as a whole appeals to the prurient interest in sex;~~

~~2. Depicts or describes:~~

~~a. Patently offensive representations or descriptions of ultimate sex acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or~~

~~b. Patently offensive representations or descriptions of masturbation, excretory functions, sadism, masochism, lewd exhibition of the genitals, the male or female genitals in a state of sexual stimulation or arousal, or covered male genitals in a discernibly turgid state; and~~

~~3. Taken as a whole, lacks serious literary, artistic, political, or scientific value.~~

~~*Obscene device* means a device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulations of human genital organs.~~

Patently offensive means so offensive on its face as to affront current community standards of tolerance.

Performance means a play, motion picture, dance, or other exhibition performed before an audience.

Promote means to manufacture, issue, sell, give, provide, lend, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, present, exhibit, or advertise, or to offer or agree to do such.

Prurient interest means a shameful or morbid interest.

Simulated means the explicit depiction or description of any of the types of conduct set forth in subsection (2) of the definition of obscene in this subsection, which creates the appearance of such conduct.

Wholesale promote means to manufacture, issue, sell, provide, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, or to offer or agree to do the same for purpose of resale.

(b) Offenses.

(1) It is unlawful to commit wholesale promotion of obscenity. A person commits wholesale promotion of obscenity if, knowing its content and character, he or she wholesale promotes or possesses with intent to wholesale promote any obscene material.

(2) It is unlawful to commit promotion of obscenity. A person commits promotion of obscenity if, knowing its content and character, he or she:

a. Promotes or possesses with intent to promote any obscene material; or
b. Produces, presents, or directs an obscene performance or participates in a portion thereof that is obscene or that contributes to its obscenity.

(c) Exceptions.

(1) This section does not apply to a person who possesses or distributes obscene material or participates in conduct otherwise proscribed by this section when the possession, participation, or conduct occurs in the course of law enforcement activities.

(2) This section does not apply to a person's conduct otherwise proscribed by this section which occurs in that person's residence as long as that person does not engaged in the wholesale promotion or promotion of obscene material in his or her residence.

~~*(d) Injunctions to restrain the promotion of obscene materials.*~~

~~(1) The municipal court and the judges thereof shall have full power, authority, and jurisdiction to enjoin the wholesale promotion, promotion, or display of obscene materials as specified in this section and to issue all necessary and proper restraining orders, injunctions, and writs and processes in connection therewith not inconsistent with this section.~~

~~(2) If a person wholesale promotes or promotes or is about to wholesale promote or promote or has in his or her possession with intent to wholesale promote or promote or is about to acquire possession with intent to wholesale promote or promote any obscene material, the city attorney may maintain an action for injunction against such person to prevent the wholesale promotion or promotion or further wholesale promotion or promotion of the material described or identified in the suit for injunction.~~

~~(3) This subsection shall not authorize the issuance of temporary restraining orders except where exigent circumstances require the issuance. In matters of exigent circumstances, the restraining order shall provide that the action must be commenced on the earliest possible date. No temporary restraining order may be issued to restrain the continued exhibitions of a motion picture being shown commercially before the public, notwithstanding the existence of exigent circumstances.~~

~~(4) No temporary restraining order or temporary injunction may be issued except after notice to the person sought to be enjoined and only after all parties have been offered or afforded an opportunity to be heard. A person shall be deemed to have been offered or afforded an opportunity to be heard if notice has been given and he or she fails to appear. At such hearing, evidence shall be presented and witnesses examined.~~

~~(5) Before or after the commencement of the hearing on an application for a temporary injunction, the court may, and on motion of the party sought to be restrained shall, order the trial on the action on the merits to be advanced and consolidated with the hearing on the application. Where such hearings are not so consolidated and a temporary injunction or restraining order is issued, the court shall hold a final hearing and a trial of the issues within one day after joinder of issue, and a decision shall be rendered within two days of the conclusion of the trial. If a final hearing is not held within one day after joinder of issue or a decision not rendered within two days of the conclusion of the trial, the injunction shall be dissolved. No temporary injunction or restraining order shall issue until after a showing of probable cause to believe that the material or display is obscene and a showing of probable success on the merits. Any such temporary injunction or restraining order shall provide that the defendant may~~

~~not be punished for contempt if the material is found not to be obscene after joinder of issue, final hearing, and trial.~~

~~(6) Nothing contained in this subsection shall prevent the court from issuing a temporary restraining order forbidding the removing, destroying, deleting, splicing, or otherwise altering of any motion picture alleged to be obscene.~~

~~(7) Any person sought to be permanently enjoined shall be entitled to a full adversary trial of the issues within one day after the joinder of issue, and a decision shall be rendered by the court within two days of the conclusion of the trial. If the defendant in any suit for a permanent injunction filed under the terms of this division shall fail to answer or otherwise join issue within the time required to file his or her answer, the court, on motion of the party applying for the injunction, shall enter a general denial for the defendant and set a date for hearing on the question raised in the suit for injunction within ten days following the entry of the general denial entered by the court. The court shall render its decision within two days after the conclusion of the hearing.~~

~~(8) If a final order or judgment of injunction is entered against the person sought to be enjoined, such final order or judgment shall contain a provision directing the person to surrender to the chief of police or his or her designee any material described in the definition of obscene in subsection (a) of this section, and the chief of police or his or her designee shall be directed to seize and destroy material six months after the entry of the final order unless criminal proceedings or an indictment is brought before that time, in which event, the material may be used as evidence in such criminal proceeding.~~

~~(9) In any action brought as provided in this subsection, the city attorney shall not be required to file any undertaking, bond or security before the issuance of any injunction order provided for in this subsection, shall not be liable for costs, and shall not be liable for damages sustained by reason of the injunction order in cases where judgment is rendered in favor of the person sought to be enjoined.~~

~~(10) Every person who wholesale promotes, promotes, displays, or acquires possession with intent to wholesale promote, promote, or display any of the material described in the definition of obscene in subsection (a) of this section, after the service upon him or her of a summons and complaint in an action brought pursuant to this section, is chargeable with knowledge of the contents. (Code 1979, § 27-83; Ord. No. 95-52, exhibit A (§ 27-83), 9-11-1995)~~

Section 12. That Section 94-248 of the City Code of the City of Aurora, Colorado, is hereby repealed.

Sec. 94- 248. Display and dissemination of sexually explicit material harmful to minors.

(a) *Legislative declaration.* Both the United States Supreme Court and state supreme court have held that the government's interest in protecting the well-being of children permits greater latitude in adopting restrictions which limit children's access to sexually explicit materials than can be imposed on adults, and the purpose of this section is to enact reasonable time, place, and manner regulations to further this compelling governmental interest. The dissemination regulations of this section are designed to prevent the sale to minors of materials deemed legally obscene as to minors, but not as to adults. Similarly, the performance provisions of this section are designed to prevent minors from being exposed to sexually explicit performances that are not appropriate for minors. The purpose of the display regulations of this section is to establish a narrowly drawn provision preventing the display to minors of material that is harmful to minors, which provision has only an incidental effect on the right of adults to sell adult materials and an adult's ability to purchase them.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Harmful to minors means that quality of any material or performance that depicts sexually explicit nudity or sexual activity and that, taken as a whole, has the following characteristics:

1. The average adult person applying contemporary community standards would find that the material or performance has a predominant tendency to appeal to a prurient interest of minors;

2. The average adult person applying contemporary community standards would find that the depiction of sexually explicit nudity or sexual activity in the material or performance is patently offensive to prevailing standards in the adult community concerning what is suitable to minors; and

3. The reasonable adult person would find the material or performance lacks serious, literary, artistic, political, or scientific value for minors.

Material means pictures, drawings, video recordings, films, books, magazines, or other depictions, descriptions, or representations of sexual activity or sexually explicit nudity.

Minor means an individual who is less than 18 years old and is not married or judicially emancipated.

~~*Obscene device* means a device, including a dildo, vibrator, or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs.~~

~~*Sexual activity* means any of the following acts:~~

~~1. Masturbation, whether done alone or with another human or an animal.~~

~~2. Vaginal, anal, or oral intercourse, whether done with another human or with an animal.~~

~~3. Touching, in an act of apparent sexual stimulation or sexual abuse, of the clothed or unclothed genitals, pubic area, or buttocks of another person or the clothed or unclothed breasts of a human female.~~

~~4. An act or condition that depicts torture, physical restraint by being fettered or bound, or flagellation which is intended to depict apparent sexual stimulation or sexual abuse.~~

~~5. Excretory functions.~~

~~6. The insertion of any part of a person's body or of any object into another person's anus or vagina, except when done as part of a generally recognized medical procedure.~~

~~*Sexually explicit nudity* means the showing of:~~

~~1. Uncovered or less than opaquely covered human genitals, pubic area, or buttocks, or the nipple or any portion of the areola of the human female breast; or~~

~~2. Covered human male genitals in a discernibly turgid state.~~

~~(c) Unlawful display to minors.~~

~~(1) A person commits the offense of displaying material that is harmful to minors if, having custody, control, or supervision of a commercial establishment and knowing the character or content of the material, he or she displays material that is harmful to minors or an obscene device in any show window or any other window facing upon any street, alley, sidewalk, parking lot, mall common area, or any other similar area to which the general public has access.~~

~~(2) It is an affirmative defense to a prosecution under this section that the material or device in question was not within 15 feet of the glass plate constituting the window.~~

~~(d) *Disseminating harmful material to minors.* A person commits the offense of disseminating harmful material to minors if, with or without consideration and knowing the character or content of the material, he or she:~~

~~(1) Sells, furnishes, presents, or distributes to a minor material that is harmful to minors;~~

~~(2) Allows a minor to review or peruse material that is harmful to minors; or~~

~~(3) Sells, furnishes, presents, or distributes to a minor an obscene device.~~

~~(e) *Exhibiting harmful performances to minors.* A person commits the offense of exhibiting a harmful performance to a minor if, with or without consideration and knowing the character or content of the performance, he or she allows a minor to view a live performance that is harmful to minors.~~

~~(f) *Affirmative defense.* Except as provided in subsection (f)(2) of this section, a mistake of age is not a defense to a prosecution under this subsection. It is an affirmative defense to a prosecution under this section that:~~

~~(1) The defendant was a parent or legal guardian of the minor.~~

~~(2) Before disseminating or exhibiting the harmful material, obscene device, or performance, the defendant requested and received a driver's license, or state identification card indicating that the minor to whom the material, device, or performance was disseminated or exhibited was at least 18 years old, and the defendant reasonably believed the minor was at least 18 years old.~~

~~(3) The dissemination or exhibition was made with the prior written and notarized consent of a parent or guardian of the minor.~~

~~(g) *Severability.* If any provision of this section or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions of this section which may be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable. (Code 1979, § 27-85)~~

Section 13. That Section 94-279 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-279. Possession of a gambling device or records.~~

~~(a) Except as provided in subsection (b) of this section, a person who owns, manufactures, sells, transports, possesses or engages in any transaction designed to affect the ownership,~~

~~custody, or use of a gambling device or gambling record, knowing that it is to be used in professional gambling, commits possession of a gambling device or record.~~

~~(b) The sale, transportation, manufacture, and remanufacture of gambling devices, including the acquisition of essential parts therefor and the assembly of such parts, is permitted, provided such devices are sold, transported, manufactured, and remanufactured only for transportation in interstate or foreign commerce when such transportation is not prohibited by any applicable foreign, state, or federal law. Storage of gambling devices is also permitted, but only for purposes of manufacturing, remanufacturing, and transporting such devices in interstate or foreign commerce when their transportation is not prohibited. Such activities may be conducted only by persons who have registered with the United States government pursuant to the provisions of 15 USC 24 as legal buyers. Gambling devices may not be sold for use in the state, regardless of where purchased, or manufactured, remanufactured, or stored for purposes of manufacture, remanufacture, and transportation in violation of any applicable state or federal law. For purposes of this subsection, the term "legal buyer" means a buyer who resides in another state or country which does not restrict the possession of the specific gambling device in question. (Code 1979, § 27-99; Ord. No. 95-52, exhibit A (§ 27-99), 9-11-1995)~~

Section 14. That Section 94-280 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-280. Gambling information.~~

~~(a) It shall be unlawful to knowingly transmit or receive gambling information by telephone, telegraph, radio, or other means, or knowingly install or maintain equipment for the transmission or receipt of gambling information.~~

~~(b) Facilities and equipment furnished by a public utility in the regular course of business and which remain the property of the utility while so furnished shall not be seized except in connection with an alleged violation of this division by the public utility and shall be forfeited only upon conviction of the public utility therefor. (Code 1979, § 27-100)~~

Section 15. That Section 94-281 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-281. Gambling premises.~~

~~(a) Any owner, lessee, agent, employee, operator, or occupant who knowingly maintains, aids or permits the maintaining of gambling premises commits unlawful maintaining of a gambling premises.~~

~~(b) All gambling premises are common nuisances which shall be subject to abatement as provided by law, including any such premises that are located within an authorized entertainment district. (Code 1979, § 27-101; Ord. No. 2017-56, § 3, 10-30-2017)~~

Section 16. That Section 94-312 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94- 312. Sale to minors and intoxicated persons.~~

~~(a) It shall be unlawful for any person to sell, serve, give away, dispose of, exchange or deliver or permit the sale, serving, giving or procuring of ethyl alcohol to or for any person under the age of 21 years of age or to a visibly intoxicated person or to permit any such person to participate in the sale or dispensing thereof.~~

~~(b) A parent or legal guardian of a person under 21 years of age or any natural person who has the permission of such parent or legal guardian may give or permit the possession and consumption of ethyl alcohol to or by a person under the age of 21 years of age, while such person is legally upon private property, as defined in section 94-314, with the knowledge and consent of the owner or legal possessor of such private property, if the parent or legal guardian is present during such possession or consumption. This subsection shall not be construed to permit any establishment which is or is required to be licensed pursuant to C.R.S. tit. 12, art. 46(C.R.S. § 12-46-101 et seq.), tit. 12, art. 47(C.R.S. § 12-47-101 et seq.) or tit. 12, art. 48(C.R.S. § 12-48-101 et seq.) or any members, employees or occupants of any such establishment to give, provide, make available, or sell ethyl alcohol to a person under 21 years of age. (Code 1979, § 27-71; Ord. No. 2002-57, § 2, 10-14-2002; Ord. No. 95-52, exhibit A (§ 27-71), 9-11-1995)~~

Section 17. That Section 94-346 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-346. Aiding or harboring a runaway child.~~

~~(a) A person commits aiding or harboring a runaway child if he or she:~~

~~(1) Knowingly aids a child in running away from home by concealing the child's whereabouts without reporting to the child's parent, legal guardian, or other legal custodian or to a law enforcement agency within 24 hours;~~
~~(2) Knowingly harbors a child who has run away from home without reporting the child's whereabouts to the child's parent, legal guardian, or other legal custodian or to a law enforcement agency within 24 hours.~~

~~(b) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Harbor means to keep secreted, cohabit with, or provide shelter for any unmarried minor without the consent of the parent, guardian or other person having legal custody of such person.~~

~~Home means the child's place of residence, including the home of any parent, legal guardian, or other legal custodian, but the term does not include any facility or residence under the jurisdiction of the department of institutions.~~

~~Runaway child means an unmarried minor who has run away from home or is otherwise beyond the control of his or her parent, legal guardian, or other legal custodian, but the term does not include a child who is under the legal custody of the department of institutions.~~

~~(c) Nothing in this section shall be construed to apply to a peace officer acting in his or her official capacity. (Code 1979, § 23-6; Ord. No. 95-52, exhibit A (§ 23-6), 9-11-1995)~~

Section 18. That Section 94-347 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-347. Unlawful sales of obscene materials.~~

~~It shall be unlawful for any person knowingly to sell or loan for monetary consideration to a minor:~~

~~(1) Any picture, photograph, drawing, sculpture, motion picture film or similar visual representation or image of a person or portion of the human body which depicts nudity, sexual conduct or sadomasochistic abuse and which is harmful to minors; or~~

~~(2) Any book, pamphlet, magazine, printed matter, however reproduced, or sound recording which contains any matter enumerated in subsection of this section or explicit and detailed verbal descriptions or narrative accounts of sexual excitement, sexual conduct or sadomasochistic abuse and which, taken as a whole, is harmful to minors. (Code 1979, § 23-19)~~

Section 19. That Section 94-348 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 94-348. Entry or presence of minor on premises of sexually oriented business.~~

~~(a) It shall be unlawful for the owner, operator, manager, person in charge, or any employee of a sexually oriented business, as defined in section 26-441, to knowingly allow or permit any person under the age of 18 years to enter or be present in the premises of such business.~~

~~(b) It shall be an affirmative defense to a violation of this section that the person under the age of 18 years exhibited a fraudulent proof of age in order to gain entrance to the business premises. (Code 1979, § 23-20)~~

Section 20. That Section 94-385 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 385. Report by physician of injured persons.~~

~~(a) It shall be unlawful for any physician or surgeon practicing within the City, who attends or has under his or her charge or care any patient or other person suffering from any gunshot wound, powder burn, or any other injury arising from the discharge of a firearm or an injury caused by a knife, an ice pick, or any other sharp or pointed instrument which he or she believes to be intentionally inflicted or caused by the patient's own act or by the act of another or any other injury which he or she has reason to believe involves a criminal act, to fail to report forthwith to the police department the name of such patient or other person and all facts appertaining to such case within the knowledge of such physician or surgeon.~~

~~(b) Any physician who makes a report pursuant to this subsection (a) of this section shall not be subject to the physician-patient relationship described in C.R.S. § 13-90-107(1)(d) as to the medical examination and diagnosis. Such physician may be examined as a witness, but not as to any statements made by the patient that are the subject matter of C.R.S. § 13-90-107(1)(d). (Code 1979, § 27-26; Ord. No. 95-52, exhibit A (§ 27-26), 9-11-1995)~~

Section 21. 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 22. 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 23. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such

conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

By: _____
ANGELA GARCIA, Senior Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Evaporative Cooler Ordinance
Item Initiator: Casey Rossman, Executive Specialist, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, SR Asst. City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

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: 8/24/2026

Regular Meeting: 9/14/2026

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

This item was slated to go to Water Policy Committee at the September 16, 2026, meeting. However, it has been requested to be added to the August 24, 2026 Study Session agenda listing Council Member Wiles as the item Sponsor.

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.

Casey Rossman
Agenda Item Initiator Name

Marshall P. Brown
Late Submission Approver Name

Casey Rossman 8/11/2026
Agenda Item Initiator Signature Date

8/11/2026
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Evaporative Cooling (Ordinance)
Item Initiator: Casey Rossman, Executive Specialist, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 8/24/2026

Regular Meeting: 9/14/2026

2nd Regular Meeting (if applicable): 9/28/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Amy Wiles, Council Member / Françoise Bergan, Council Member
Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney
Estimated time: 20 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: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

There are finite water resources available in the arid Colorado climate in which the City is located, which Aurora Water must consider as it prepares to meet the projected water supply demands associated with expected population growth in the coming decades. As part of the city's ongoing efforts to conserve water it has been determined that the use of evaporative cooling technologies in the City of Aurora lead to inefficient water usage and threaten Aurora Water's ability to reliably provide water service for all Aurora residents.

Therefore, Aurora Water is recommending the new building evaporative cooling mechanisms will no longer be permitted in the City of Aurora and any evaporative cooling systems installed prior to the enactment of the ban, may only be replaced if the replacement results in equal or more efficient water use and does not increase the system's overall water consumption.

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 forward an Ordinance of the City Council of the City of Aurora, Colorado, prohibiting permits for evaporative cooling mechanisms in new commercial, multifamily or industrial buildings to the September 9, 2026 Council meeting?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter). The city has the power to construct, condemn and purchase, acquire, lease, add to, maintain, conduct and operate waterworks and any other public utilities, for its own use and the use of its citizens, and to legislate upon, provide, regulate, conduct, and control the issuance, refunding and liquidation of all kinds of municipal obligations. (City Code Sec. 138-27). Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Council Rule Article II, Section 1). (Best)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, PROHIBITING PERMITS FOR NEW BUILDING EVAPORATIVE COOLING MECHANISMS

WHEREAS, the City of Aurora, and its Utility Enterprise ("Aurora Water") is responsible for providing safe and reliable drinking water to the current and future residents and customers of Aurora Water; and

WHEREAS, finite water resources are available in the arid Colorado climate in which the City is located, which Aurora Water must consider as it prepares to meet the projected water supply demands associated with expected population growth in the coming decades; and

WHEREAS, use of evaporative cooling technologies in the City of Aurora lead to inefficient water usage and threaten Aurora Water's ability to reliably provide water service for all Aurora residents.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 138-163 which section reads as follows:

Sec. 138-163 – New building evaporative cooling mechanisms not permitted.

(a) The term Evaporative Cooling as used in this section shall mean any mechanical or engineered device or system that cools air by the evaporation of water, including but not limited to direct evaporative coolers, indirect evaporative coolers, and combination direct/indirect evaporative cooling systems.

(b) No new commercial, multifamily or industrial building that utilizes evaporative cooling mechanisms or devices as part of the building's heating, ventilation, air conditioning, and refrigeration system shall be permitted. This excludes new and existing single-family residences. This provision shall be deemed to prevail over any contrary or inconsistent provision of the City Code, any code published by reference pursuant to Charter 5-9, City rules and regulations or standards and specifications. Exceptions may only be granted, in writing by the City Manager, General Manager, or their respective designee.

(c) Evaporative cooling systems approved and installed prior to the effective date of this ordinance, may only be expanded or replaced with evaporative cooling equipment if such expansion or replacement results in a system that is equal to or more efficient than the existing technology and does not increase the system's overall water consumption.

(d) Any application that has not been issued a building permit by the City as of the effective date of this section 138-163, shall be subject to its provisions. Any application that has been issued a building permit as of the effective date of this section may construct or install the evaporative cooling system in accordance with the approved plans and building permit.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: DUAL LISTED: Installation of New Turf and Ornamental Water Features (Ordinance)
Item Initiator: Tim York, Manager of Conservation, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/14/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Amy Wiles, Council Member / Françoise Bergan, Council Member
Marshall Brown, General Manager, Aurora Water / Ian Best, 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: Water Policy

Policy Committee Date: 5/18/2022

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 July 20, 2022, the Water Policy Committee approved moving an Ordinance amending sections 138-191 of the City Code pertaining to the instillation of turf and ornamental water features in new development forward to Study Session.

On August 22, 2022, City Council approved an Ordinance amending sections 138-191 of the City Code pertaining to the instillation of turf and ornamental water features in new development as item 15d.

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

Aurora's water conservation efforts have resulted in large and quantifiable water savings, yet about half of the city's water use is still used for outdoor irrigation. Water used in irrigation cannot be recaptured by Aurora Water's Prairie Waters potable reuse system. In order to meet future water needs due to climate change and population growth, increasing the amount of reusable water is a primary goal of the utility. In 2022, an ordinance was introduced and passed that restricted non-functional turf installation for new development.

2026 has proven to be a significant drought year which has led to the increased need for water savings in Aurora. The proposed ordinance will prohibit the installation of turf and ornamental water features unless approved in writing by the General Manager of Aurora. There will be no exemptions granted for the development or redevelopment of a golf course; the installation of any ornamental water feature; or the removal of water-wise landscaping for the purpose of installing turf.

Additionally, operation of any spray irrigation devices in non high-traffic areas will be prohibited between October 1 through April 30. Spray irrigation in high-traffic areas will be prohibited between October 15 through April 30 unless pre-approved in writing by the General Manager of Aurora Water.

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 of the City Council of the City of Aurora, Colorado amending section 138-191 of the City Code pertaining to the prohibition against the installation of new turf and ornamental water features forward to the Septmeber 14, 2026 Council meeting?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter) Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Council Rules Article II, Section 1). (Best).

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE PROHIBITION AGAINST THE INSTALLATION OF NEW TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, the City of Aurora, and its Utility Enterprise ("Aurora Water") is responsible for providing safe and reliable drinking water to all current and future City residents and customers of Aurora Water; and

WHEREAS, finite water resources are available in Colorado's arid climate in which Aurora Water must consider as it prepares to meet the projected water supply demands associated with expected population growth in the coming decades; and

WHEREAS, water used to irrigate high water usage grasses or turfs and water used in ornamental water features limits the water that can be recaptured by Aurora Water through its Prairie Waters potable reuse system, and increases non-recoverable water lost to evaporation; and

WHEREAS, low water-use turfs and water-wise landscapes provide attractive and more sustainable alternatives better suited to ensure Aurora Water can meet system demands now and in the future while allowing Aurora Water to maximize the responsible re-use of available water especially in light of possible droughts and water availability emergencies.

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

Section 1. That section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended and replaced in its entirety with a new section 138-191 to read as follows:

Sec. 138-191 – Installation of turf and ornamental water features prohibited.

(a) *Definitions.* As used in this section, the following words and phrases shall have the meanings ascribed to them below:

***Curbside landscape* means any landscaped area between a sidewalk and curb.**

***High traffic active use area* means any grass or turf area which is used primarily by the public or community and includes, public parks, school grounds, athletic and playing fields, and golf tee boxes, greens, designated fairway areas, and driving ranges.**

Install or Installation **means as context requires (1) any method utilized to plant turf or grass including but not limited to laying sod (sodding) or hydroseeding (any method by which any mix of grass seed, mulch, fertilizer and water is sprayed); or (2) the construction or placement of an ornamental water feature or spray irrigation device system. As used in this section the term installation shall not be interpreted to include the re-installation or replacement of preexisting turf (regardless of whether the preexisting turf conforms with the definition of turf below).**

Landscaped common area **means the landscaped tract or area in proximity 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.**

Median **means any area that serves as a physical barrier, strip, or reserved area that separates opposing lanes of traffic.**

Ornamental water feature **means any exterior decorative fountain, waterfall, basin, pond, lake, waterway or other similar aesthetic water structure. As used in this section the term ornamental water feature shall not be interpreted to include any drainage facilities, storm drainage systems, stormwater systems, detention pond, basin, or other feature or facility required to be constructed pursuant to City Code.**

Spray irrigation device **means any device or system that distributes or emits pressurized water through the air to irrigate a specific area, including but not limited to, pop-up spray heads, spray nozzles, rotor heads, rotator nozzles and microsprays.**

Turf **means any turf or grass species, variety, or blend, including but not limited to Kentucky bluegrass and fescue, which requires greater than fifteen inches (15") (or (9.345 gallons)) of irrigation water per square foot per year.**

Water-wise landscape **means any landscape designed utilizing any combination of shrubs, perennials, and warm-season grasses which cumulatively requires less than fifteen inches (15'') (or (9.345 gallons)) of irrigation water per square foot per year.**

(b) *Legislative declaration*. The City Council finds and determines that the installation of turf and ornamental water features within the City is detrimental to the long-term health, safety and welfare of the residents of the City. In the arid Colorado climate, finite water resources are available for Aurora Water to provide water services to its residents and customers, and available water is likely to become even more scarce as the City's population is projected to grow. The prohibition of turf installation and ornamental water feature construction serves important public purposes, including, but not limited to the following:

(1) conserving more water for drinking purposes as opposed to irrigation purposes, especially in times of drought or water availability emergency; and

(2) limiting the amount of non-recoverable water lost to irrigation and evaporation that can no longer be recaptured by Aurora Water for re-use through, among other systems, the Prairie Waters potable reuse system; and

(3) allowing for reasonable water-wise landscaping alternatives that provide similar functionality and aesthetic beauty; and

(4) allowing Aurora Water to support economic growth and development while best positioning Aurora Water to meet the City's projected future water demands in the arid west.

(5) As a home rule city, the City exercises broad inherent authority to responsibly regulate the provision of its finite water services to its residents and customers in order to best protect the health, safety, and welfare of all residents and customers.

(c) *Installation of turf prohibited.* Turf installation is prohibited in the City for any purpose unless specifically pre-approved in writing by the General Manager.

(d) *Construction of ornamental water features prohibited.* The installation or construction of any public or private ornamental water feature is prohibited in the City.

(e) *Median and curbside landscape irrigation prohibited.* After January 1, 2027 the installation of permanent spray irrigation device(s) to irrigate in medians or curbside landscapes is prohibited in the City.

(f) *Spray irrigation device usage.*

(1) Non high traffic active use areas. Operation of any spray irrigation device is prohibited in the City between October 1 and April 30 unless specifically pre-approved in writing by the General Manager for all areas that are not high traffic active use areas.

(2) High traffic active use areas. Operation of any spray irrigation device is prohibited in the City between October 15 and April 30 unless specifically pre-approved in writing by the General Manager for all areas that are high traffic active use areas.

(3) Maintenance. Spray irrigation devices may be operated solely for maintenance purposes to prevent leaks or other malfunction, as necessary, regardless of the calendar date.

(g) *Removal of water-wise landscaping.* The removal of water-wise landscaping for the purpose of installing turf is prohibited in the City and no permit for such shall be granted.

(h) *Exemptions.*

(1) Any request for an exemption to install turf or operate a spray irrigation device between October 1 and April 30 for non high traffic active use areas (or between October 15 and April 30 for high traffic active use areas) must be submitted, in writing, to the General Manager and include a detailed explanation demonstrating

why such action is necessary and appropriate based on the totality of the circumstances. The General Manager, or designee, shall have fourteen (14) days from actual receipt of such exemption request to issue a written response. The General Manager's (or designee's) determination shall be final.

(i) No exemption shall be granted for: the development of a golf course; the installation of any ornamental water feature; or the removal of water-wise landscaping for the purpose of installing turf.

(2) Landscape common areas for which the owner or responsible party has paid the City all applicable fees set forth in the City Code, including without limitation the fees owed under section 138-221, as amended, prior to the date this section 138-191 is effective are exempt from this section.

(i) Except as set forth in subsection (h) of this section, there shall be no exemptions, waivers, or variances to this section 138-191 permitted.

(j) This section 138-191 applies to all development and re-development within the City. To the extent any provision of City Code, as now or hereafter amended, conflicts with this section 138-191, this section shall control.

~~**Sec. 138-191.**~~

~~**Use of turf and ornamental water features.**~~

~~(a) *Definitions.* As used in this section, the following words and phrases shall have the meanings ascribed to them below:~~

~~*Active or programmed recreation area* means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to nonorganized sporting events, cultural activities and organized social gatherings.~~

~~*Aesthetic turf* means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.~~

~~*Commercial development* means any development that meets the commercial user definition in section 138-221.~~

~~*Curbside landscape* means the landscaped area between a sidewalk and curb.~~

~~*Landscaped common area* means areas within a private community designed for community use in section 138-151.~~

~~*Median* means the landscaped area between opposing directions street traffic lanes.~~

Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.

Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Article VIII, Stormwater, of this chapter.

Residential development perimeter or *common landscape* means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora's Parks, Recreation and Open Space Dedication and Development Criteria Manual.

Turf means any cool-season turf species, variety or blend, including but not limited to Kentucky bluegrass and fescue.

Water-wise landscape means landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement of less than 15" (9.345 gallons) per square foot.

(b) The intent of this section is to assist the city in meeting future water needs.

(c) *Use of turf and ornamental water features.* The provisions of this section apply to all development and redevelopment within the city.

(1) *Exemptions.* Developments with complete site plan application submitted to the city prior to the date of September 30, 2022, are exempt from this section.

(2) An exemption may be granted for consistency within developments when a site plan approved prior to January 1, 2023, is adjacent to a site plan without approval prior to January 1, 2023, and a net water savings can be accomplished beyond what is minimally required under this section.

An exemption under this subsection must be approved by both the general manager and the City of Aurora director of planning.

(d) Turf that serves primarily an aesthetic purpose shall not be permitted.

(e) The installation of new turf shall be restricted as follows:

(1) Turf shall not be installed in the front or side yards of any single-family dwelling except as specified in subsection (e)(2) of this section.

(2) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: 45 percent or 500 square feet.

(3) The installation of new turf in residential backyards shall not exceed the lesser of: 45 percent of the backyard area as defined by the Unified Development Ordinance or 500 square feet.

(4) The removal of water-wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.

(5) Turf shall not be installed in medians or curbside landscapes.

(f) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:

(1) Multi-family developments;

(2) Commercial developments;

(3) Public and private schools;

(4) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and

(5) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the city's Parks, Recreation and Open Space Dedication and Development Criteria Manual.

(g) Turf shall not be installed for the development of golf courses.

(h) *Ornamental water features.* The use of water in all public and private exterior ornamental water features and ponds is prohibited.

(i) *Median and curbside landscape.* The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.

(j) Except as indicated in subsections (c)(1) and (2) of this section, there shall be no waivers or variances to this section permitted.

(k) Three years after the effective date of the ordinance codified in this section, the city manager shall have a third party economic study conducted to include at least the following elements:

~~impact of this section on water usage in the City of Aurora; impact of this section on household water rates in the City of Aurora; impact of this section on home values and prices in the City of Aurora; impacts of this section on new home construction in the City of Aurora; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area.~~

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

EFFECTIVE DATE: 10/15/2022

ORDINANCE NO. 2022- 46

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, Aurora Water is responsible for providing water for the residents of the City of Aurora; and

WHEREAS, water scarcity in the arid west is compounded by water availability and population growth; and

WHEREAS, water used in irrigation and ornamental water features severely limits the amount of water that can be recaptured by Aurora Water's Prairie Waters potable reuse system; and

WHEREAS, low water-use landscapes are attractive, require less maintenance, save water and better withstand drought. Eliminating high water use turf in nonfunctional and aesthetic areas maximizes the amount of available reusable water, a primary goal of Aurora Water.

WHEREAS, the intent of section 138-191 is to help Aurora Water meet future water needs and is in the interest of the health, safety and general welfare of the residents of Aurora.

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

Section 1. Section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-191 Use of turf and ornamental water features.

(1) Definitions. As used in this section 138-191 the following words and phrases shall have the meanings ascribed to them below:

***Turf* means any cool season turf species, variety or blend, including but not limited to Kentucky bluegrass and Fescue.**

***Aesthetic Turf* means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.**

Water-wise landscape means landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement of less than 15" (9.345 gallons per square foot).

Median means the landscaped area between opposing directions street traffic lanes.

Curbside Landscape means the landscaped area between a sidewalk and curb.

Residential development perimeter or common landscape means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora's Parks Recreation and Open Space Dedication and Development Criteria Manual.

Commercial development means any development that meets the commercial user definition in section 138-221.

Landscaped common area means areas within a private community designed for community use in section 138-151.

Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.

Active or Programmed recreation area means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to non-organized sporting events, cultural activities and organized social gatherings.

Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Chapter 138, Article VIII – Stormwater of the City Code.

(2) The intent of this section 138-191 is to assist the City in meeting future water needs.

(3) Use of turf and ornamental water features. The provisions of this section 138-191 apply to all development and redevelopment within the City.

(a) Exemptions. Developments with complete Site Plan application submitted to the City prior to the date of September 30, 2022 are exempt from this section.

(b) An exemption may be granted for consistency within developments when a Site Plan approved prior to January 1, 2023 is adjacent to a Site Plan without approval prior to January 1, 2023 and a net water savings can be accomplished beyond what is minimally required under this section 138-191.

An exemption under this section 139-191(3)(b) must be approved by both the General Manager of Aurora Water and the City of Aurora Director of Planning.

(4) Turf that serves primarily an aesthetic purpose shall not be permitted.

(5) The installation of new turf shall be restricted as follows:

(a) Turf shall not be installed in the front or side yards of any single-family dwelling except as specified in section 138-191(5)(b).

(b) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: forty-five percent (45%) or five hundred (500) square feet.

(c) The installation of new turf in residential backyards shall not exceed the lesser of: forty-five percent (45%) of the backyard area as defined by the Unified Development Ordinance; or five hundred (500) square feet.

(d) The removal of water-wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.

(e) Turf shall not be installed in medians or curbside landscapes.

(6) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:

(a) Multi-family developments;

(b) Commercial developments;

(c) Public and private schools;

(d) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and

(e) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the City's Parks and Recreation and Open Space Dedication and Development Criteria Manual.

(7) Turf shall not be installed for the development of golf courses.

(8) Ornamental water features. The use of water in all public and private exterior ornamental water features and ponds is prohibited.

(9) Median and Curbside landscape. The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.

(10) Except as indicated in section 138-191(3)(a) and (b) above, there shall be no waivers or variances to this section 138-191 permitted.

(11) Three years after the effective date of this ordinance, the City Manager shall have a third party economic study conducted to include at least the following elements: impact of this ordinance on water usage in the City of Aurora; impact of this ordinance on household water rates in the City of Aurora; impact of this ordinance on home values and prices in the City of Aurora; impacts of this ordinance on new home construction in the City of Aurora; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area.

(a) The results of this economic study shall be presented to City Council within thirty-nine (39) months of the effective date of this ordinance.

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. Penalty. City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 8th day of August, 2022.

PASSED AND ORDERED PUBLISHED this 12th day of September, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Ian J Best

Ian Best, Assistant City Attorney

Water Policy Committee (WPC) Meeting
July 20, 2022

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

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

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1. Approval of Minutes
The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items
A. Construction Change Order Report
B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

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

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3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

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

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4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

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

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5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

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

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6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

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

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7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

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

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8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

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

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9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what it the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

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10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

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

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11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

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12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X Steve Sundberg (Aug 23, 2022 05:03 MDT)

Steve Sundberg
Chair, Water Policy Committee

MINUTES

Regular Meeting of the **Aurora City Council**
Monday, August 22, 2022

1. **RECONVENE REGULAR MEETING OF AUGUST 22, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for August 22, 2022, at 6:30 p.m.

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

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

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

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

Mayor Coffman led the prayer for the August 22nd Council Meeting.

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

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a. **August 8, 2022, Meeting Minutes**

CM Murillo offered amendments to the meeting minutes. She explained that she had technical difficulties and sent her vote on items 12b and 12c through the chat. She noted that she votes no for 12b and yes for 12c. City Attorney D. Brotzman confirmed that this is appropriate.

Motion by Sundberg, second by Bergan, to approve the minutes of the August 8, 2022 as presented.

SUBSTITUTE MOTION

Motion by Murillo, second by Marcano, to approve the minutes of the August 8, 2022, City Council meeting as amended.

♦ ***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.***

CM Zvonek said that if they were to raise the mills, it would then require a mill levy override elections. This would be a TABOR election which would indicate that taxes will be raised. He asked if this is correct. J. Cox confirmed this. CM Zvonek stated that the taxpayer would know that their taxes will be raised as it is in the first sentence of the language as per TABOR.

CM Coombs said that it would be helpful to have information regarding the turnout of Metro District Elections and the number of districts within Aurora that exceeded the 50-mill cap.

Motion by Bergan, second by Jurinsky to approve item 15a.

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

Voting Nay: Coombs, Marcano, Medina, Murillo

15.b. **Gun Club at Windler Street Vacation**

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

15.c. **Sales and Use Tax Exemption Direct Government Fees**

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Gardner, second by Marcano to approve items 15b through 15c.

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

15.d. **Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features**

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

♦ ***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.***

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

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

Mayor Coffman applauded Council for passing the ordinance. He stressed the importance of conserving water for a sustainable future.

Motion by Coffman, second by Coombs to approve item 15d.

Motion by Coffman, second by Gardner to approve the presented amendment.

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

Motion by Coffman, second by Coombs to approve item 15d as amended.

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

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

17.a. **21861 E. 26th Avenue Annexation**

R2022-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

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

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 17a.

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

17.b. **Harvest Road Property Annexation Parcel A**

R2022-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING

♦ ***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: Authorizing the Refunding of the City's 2017 Certificates of Participation (COPs) (Ordinance)
Item Initiator: Andrew Jamison, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

2nd Regular Meeting (if applicable): 10/12/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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: 8/31/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

The City issued $28.865 million Certificates of Participation (COPs) in 2017 (the "Prior COPs"). The proceeds of the issuance were applied to the capital costs related to the Cental Recreation Cemter. Final maturity on the 2017 COPs is in 2042 (25 years from original issuance).

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

This ordinance authorizes the refunding of the Prior COPs in order to realize economic savings. Based on current interest rates, estimated savings from the refunding would amount to $1.2 million or a 5.33% over the life of the refunding. As interest rates change, this savings could either increase or decrease. The City's Debt Policy suggests a minimum savings of 3.0%.

The ordinance authorizes the Director of Finance to refund the Prior COPs under the following parameters: (1) the principal amount to be financed not exceed $23 million; (2) the interest component of debt service payments will not exceed five percent (5.00%); and (3) the total remaining term of the refunding COPs not extend beyond the final maturity of the 2017 COPs (2042).

As currently anticipated, the refunding will be pricing on November 18th and closing on December 3rd, all subject to favorable interest rates and resulting debt service savings.

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.)

The savings on the COPs materialize through reduced annual debt service payments. The 2017 COPs payments are budgeted from the Marijuana Fund.

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 Council wish to approve the COPs financing ordinance and move forward to Regular Meeting?

LEGAL COMMENTS

The City is authorized to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years. Sec. 31-15-801, C.R.S.; City Code Sec. 2-683. Any use of lease-purchase financing by the City shall be approved by ordinance. City Charter Art. 5-3. (Hernandez)

ORDINANCE NO. 2026-____

A BILL

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

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

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of May 1, 2017 (the "2017 Lease") with Aurora Capital Leasing Corporation ("ACLC") with respect to certain assets (the "2017 Leased Property") currently leased to and used by the City in consideration of the payment by the City, subject to annual appropriation, of rentals consisting of a principal component and an interest component (the "Base Rentals") and certain other amounts for the operation and maintenance costs of the 2017 Leased Property (the "Additional Rentals"); and

WHEREAS, in connection with the 2017 Lease, ACLC has previously entered into a Mortgage and Indenture of Trust dated as of May 1, 2017 (the "2017 Indenture") with UMB Bank, N.A. (the "Trustee") providing for the issuance of Certificates of Participation, Series 2017 (the "Series 2017 Certificates"); and

WHEREAS, the Charter of the City permits the refunding or refinancing of all types of City obligations for savings or to effect other economies; and

WHEREAS, the City Council of the City (the "Council") desires to refinance all or a portion of the Series 2017 Certificates (the "Project"), in order to reduce the amounts of Base Rental payments due thereunder in the aggregate or in particular years, or to effect other economies; and

WHEREAS, the Council intends that the Project shall be implemented if it accomplishes any one or any combination of such purposes; and

WHEREAS, the City wishes to fund the Project from the proceeds of a lease-purchase financing (the "Financing") to be completed within 12 months of the date hereof; and

WHEREAS, the City is the owner in fee simple of the certain real property and improvements in one or more parcels, described or identified in this Ordinance (the "Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to Aurora Capital Leasing Corporation ("ACLC"), pursuant to that certain Site Lease to be dated as of its dated date (the "Site Lease") between the City, as lessor, and ACLC, as lessee, a leasehold interest in the Leased Property for a lump-sum payment of not more than Twenty-Three Million ($23,000,000), and sublease the Leased Property back with improvements from ACLC pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the "Lease") between ACLC, as sublessor, and the City, as sublessee; and

WHEREAS, the net proceeds of the Financing are to be applied to the completion of the Project; and

WHEREAS, in order to complete the Financing through a public offering, ACLC shall assign its right, title and interest in the Lease to a trustee bank (the "Trustee") approved by the Authorized Officers of the City pursuant to a Mortgage and Indenture of Trust dated as of the date of the Site Lease (the "Indenture"), and the Trustee shall deliver, pursuant to the Indenture, Certificates of Participation representing interests in the right to receive base rent payable by the City (the "Certificates"), subject to annual appropriation by the Council; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease, and the Indenture (collectively, the "Financing Documents").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. *Ratification of Actions*. All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City, directed toward the completion of the Project and the preparation of any of the Financing Documents are hereby ratified, approved and confirmed.

Section 2. *The Project*. The City is hereby authorized to obtain lease-purchase financing for all or any portion of the Project through a lease with ACLC, provided that any such Lease shall be executed and delivered within 12 months of the date hereof.

Section 3. *Manner of Offering; Final Terms*. The Director of Finance is hereby authorized to determine, based on the recommendation of the City's financial advisor, whether the Financing will be completed as a competitive public sale or as a negotiated sale through an underwriter. The principal amount to be financed shall not exceed Twenty-Three million ($23,000,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five percent (5.00%), and the total term (including any renewal terms) of any Lease hereunder shall not exceed the total remaining term (including any renewal terms) of

the 2017 Lease. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Director of Finance. Prior to the execution of the Financing Documents or any other instrument contemplated by this Ordinance, the final forms thereof and the final terms of the Financing, not inconsistent herewith, shall be approved by a certificate (a "Final Terms Certificate") signed by the Director of Finance or designee. To the extent the Financing is completed as a negotiated sale, the City Manager shall certify to the Council that such method of sale is to the best advantage of the City in accordance with Section 11-25 of the City Charter.

Section 4. *Findings; Authorizations*. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the funding of such Project by means of lease-purchase financing.

Section 5. *Approval and Execution of Documents; Authorized Officers*. The Financing Documents, in substantially the forms filed in the office of the City Clerk prior to the final adoption of this Ordinance, are in all respects approved, authorized, and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Financing Document hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by the City Attorney or his designee. The Council hereby designates the Director of Finance or designee to act as "Authorized Officers of the City" under the Lease.

Section 6. *Additional Documents*. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 7. *No General Obligation or Other Indebtedness*. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

Section 8. *Expression of Need*. The City hereby declares its current need for the Leased Property. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until all of ACLC's interest in the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding on the City.

Section 9. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of the Lease within the parameters authorized in Section 3 of this Ordinance, the rental payments due thereunder will represent the fair value of the use of the Leased Property and the Purchase Option Price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Leased Property, the fair purchase price of such Leased Property. The Council further hereby determines and declares that, after the execution and delivery of the Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to, or other indicia of ownership of, the Leased Property in the City. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the portion of the Lease allocable to any item of the Leased Property separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such Leased Property, and any item of Leased Property that is real property shall be amortized separately from any other item of Leased Property that is personal property.

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. *Repealer*. All acts, orders, resolutions, ordinances, or parts thereof, 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.

Section 12. *Publication*. 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 _____, 2026.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: Continuation Page: Socioeconomic Sales and Services Impact Permit
Item Initiator: Mayor Pro Tem, Alison Coombs
Staff Source: Trevor Vaughn, Manager of Licensing, Finance
Legal Source: Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Date of Change: 9/14/2026

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 9/14/2026

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

This ordinance was amended at the September 14th, 2026 City Council Meeting. The following section 86-702(c) was added to the ordinance and the prior subsection (c) was chanded to subsection (d).

(c)The distance limitations in subsection (a) number 1 shall be reduced to 500 feet and the limitations in subsection (a) numbers 2. through 5. shall not apply to Convenience Stores with Regulated Substances that are authorized under the Supplemental Nutrition Assistance Program (SNAP/EBT) to accept and redeem SNAP/EBT benefits, and that meets SNAP's stocking requirements for staple foods. This subsection (c) shall be repealed if the final rule issued by the U.S. Department of Agriculture, Food and Nutrition Service (FNS) at 91 Fed. Reg. 25082 (May 8, 2026), revising SNAP retailer stocking requirements in 7 C.F.R. § 278.1, is not adopted by January 1, 2027.

This section reduces the distance requirement for new convenience stores with regulated substances that qualify as SNAP retailers, lowering it to 500 feet from other such stores. It also removes all other distance limitations for these retailers when selecting a location. The section will repeal if the new SNAP standards are not implemented by January 1, 2027. The rule became effective on July 7, 2026, with a compliance deadline of November 4, 2026.

The goal of the new SNAP rules is to ensure that SNAP retailers provide greater access to nutritious, staple foods rather than primarily snacks or highly processed items. Stores will be required to stock seven different types of staple foods across four categories, with at least three of those categories including perishable items. Accessory foods will no longer count toward meeting stocking requirements.

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

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 it has the power to regulate matters of local concern; and

WHEREAS, the City recognizes certain types of retail businesses that have been associated through academic research with elevated rates of crime and public disorder in surrounding areas, especially when concentrated; and

WHEREAS, these types of businesses often cluster in low-income neighborhoods, disproportionately impacting communities that already face economic and social challenges; and

WHEREAS, the overconcentration of such establishments can undermine neighborhood vitality, deter investment, and contribute to a cycle of blight, vacancy, and diminished public safety through the increase of related crimes; and

WHEREAS, repeated patterns of co-location among high-risk business types can facilitate illicit activities, including open-air drug markets, fencing of stolen goods, and loitering, thus creating conditions that are harmful to public health, safety, and quality of life; and

WHEREAS, the City has a compelling interest in protecting public safety, promoting a healthy and sustainable business environment, and preventing the displacement or marginalization of residents due to the unchecked proliferation of such business operations, and the spacing requirements, caps on business types, and mitigation standards such as lighting, surveillance, and good-neighbor plans are effective tools to manage and reduce cumulative harm without banning lawful business operations; and

WHEREAS, this ordinance is intended to provide reasonable regulations to prevent the overconcentration of such businesses, improve neighborhood conditions, and promote equitable access to a safe and healthy commercial environment for all residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and its citizens to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city.

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

Section 1. The City Code of the City of Aurora is hereby amended by adding a new Division 4 to Article VI to section 86, that shall read as follows:

DIVISION 4. SOCIOECONOMIC IMPACT PERMIT

Sec. 86-696. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Area of Elevated Risk* means an area identified as being elevated risk by the risk terrain model adopted by the City.**

***Bail Bond Office* means a business whose primary purpose is to act as a surety to secure the presence of an accused person at a court proceeding in a criminal manner.**

***Check Cashing or Pay-Day Loan Service Provider* means a non-depository financial institution that provides monetary loans or advances in exchange for a postdated check, electronic access to a bank account, title to a vehicle, or other collateral; or offers to cash checks, drafts, money orders, or other monetary instruments for a fee. This use includes but is not limited to payday lenders, check-cashing businesses, car title loan businesses, and deferred deposit loan providers. This use excludes state or federally chartered banks, credit unions, or savings and loan associations.**

***Convenience Store with Regulated Substances* means any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space and also sells any of the following; Alcohol, Tobacco, Kratom, or Tobacco or Drug Paraphernalia. Convenience store does not include any business where there is no retail floor space accessible to the public. A convenience store with regulated substances may offer incidental staple food items but does not meet the definition of a Healthy Small Grocery Store.**

***Crime Prevention Through Environmental Design (CPTED)* means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

Extended Occupancy Motel **means: A facility originally constructed as a motel or hotel for transient occupancy, which offers rooms or units for rent without a lease, but where most occupants stay for extended periods of time (typically 30 days or more), often using the premises as a primary or long-term residence. These establishments may advertise daily or weekly rates but effectively function as long-term housing without the protections or infrastructure associated with permanent residential use.**

Head Shop or Drug Paraphernalia Store **means a retail establishment that substantially sells, offers for sale, or displays for sale any drug paraphernalia as defined by state or local law, including but not limited to pipes, water pipes, bongs, rolling papers, roach clips, grinders, scales, vaporizers, or other items designed or marketed for use with marijuana, tobacco, or controlled substances.**

Healthy Small Grocery Store **means a store that is at least 2,000 square feet but less than 10,000 square feet where at least 50 percent of retail floor space is devoted to the sale of a broad variety of staple food products as defined by the United States Department of Agriculture (7 C.F.R. § 271.2) and at least 20 percent of the retail floor space is devoted to a variety of perishable staple foods that shall include, but is not limited to dairy products, fresh produce, frozen foods and fresh meats. No more than 20 percent of its retail floor space is devoted to health compromising substances. A healthy small grocery store does not include a convenience store which is characterized by limited food offerings, and a predominance of prepackaged goods, nor does it include locations with a gasoline service station.**

Health Compromising Substances **shall include alcohol, tobacco, kratom, age restricted hemp, novel psychoactive substances, or tobacco and marijuana paraphernalia.**

High Risk After Midnight Operations **Tavern, Bar, Hookah Lounge, or Event Center as defined in the unified development ordinance with operations after midnight located in an area of elevated risk.**

Rent-to-Own Store **means a business that offers rental agreements with optional ownership terms for furniture, electronics, or appliances, where customers make periodic payments with no obligation to purchase. This definition applies only to businesses where rent-to-own is the primary method of transaction and does not include general retail stores or electronics/furniture outlets offering traditional sales or third-party financing.**

Retail Liquor Store **means a type of retail sales that includes a business licensed by the state for the retail sale of alcoholic beverages in original packages for consumption off the premises, in which those sales are the primary goods being sold and generate the majority of the revenue generated by the business. The**

accessory sales of food or other items shall not result in the business being a general retail sales business if the above conditions are met.

Risk Terrain Model **means the risk assessment technique and diagnostic method for identifying the spatial attractors of criminal behavior and environmental factors that are conducive to crime.**

Socioeconomic Impact Sales and Services Business **means:**

(1) Secondhand buyers, head shops or drug paraphernalia stores, vape and smoke shops, rent-to-own stores, bail bond office, check cashing or payday loan service provider, extended occupancy motel, pawnbroker, retail liquor stores, marijuana retail stores, convenience stores with regulated substances.

(2) High risk after midnight operations when located in an area of elevated risk.

Secondhand Buyer **means a secondhand dealer or scrap metal buyer engaged in the purchase and resale of used or secondhand tangible personal property as a principal component of its operations, where such property includes a broad range of merchandise not limited to a specific product category or engages in purchases primarily for wholesale. This includes, but is not limited to, businesses that routinely acquire items such as electronics, jewelry, tools, small appliances, personal devices, or other portable goods commonly associated with theft. A Secondhand Buyer shall not include Specialty Secondhand Retailers.**

Specialty Secondhand Retailer **means a secondhand dealer primarily engaged in the retail sale of goods within a narrow and defined category such as books, video games, musical instruments, vintage clothing, children's goods, or sporting goods and for which the purchase of secondhand goods is incidental to the primary retail purpose and limited to items within that specialized category.**

Vape Store or Smoke Shop **means a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

Sec. 86-697. Permit Required

(a) It shall be unlawful for any person to operate a socioeconomic impact sales or service business without a Socioeconomic Impact Permit.

Sec. 86-698. Term

(a) Socioeconomic Impact Permits shall correspond with the term of the General Business License.

(b) Socioeconomic Impact Sales and Services in operation upon the effective date of this ordinance shall automatically be issued a Socioeconomic Impact Permit.

(c) Permits shall renew concurrently with the General Business License, unless revoked or non-renewed, provided the business remains in operation and complies with all applicable conditions and regulations.

Sec. 86-699. Suspension or revocation.

(a) In addition to the reasons set forth in section 86-47, the director shall suspend or revoke any permit issued under this division if they find that the permittee has committed a violation of any of the provisions of this division.

(b) If the permit holder is located in an area of elevated risk:

1. **Violations of 86-47(10) shall be considered an aggravating factor in any suspension or revocation proceeding if those violations are contributing factors to the elevated risk.**
2. **To the extent the permit holder has or has not implemented Crime Prevention Through Environmental Design strategies shall be considered as mitigating or aggravating factors.**

(c) A permit may also be suspended, revoked or not renewed if:

1. **The property where the business is located exhibits a consistent pattern of neglect or code violations.**
2. **The business discontinues operations for six or more consecutive months.**
3. **The business fails to adhere to the approved operational or mitigation plan submitted with the application.**
4. **Violations of 86-47(9).**

Sec. 86-700. Permit application.

(a) The application for a general business license application shall also function as the application for the permit.
(b) In areas of elevated risk, the application for a permit will need to be supplemented with information demonstrating a realistic business and financial plan with investment and other operational offsets and Crime Prevention Through Environmental Design measures to demonstrate that the issuance of the permit will not further elevate the risk level of the area.

Sec. 86-701. Permit denial.

(a) The director shall deny the permit if the location does not meet the distance restrictions identified in section 86-702.

(b) Subsection (a) shall not apply to businesses in operation, or any businesses already under a review or approval process, prior to the effective date of the ordinance and such businesses shall be permitted to sell their operation to a new operator as long as the business is continuously operated as the same or similar nature of business and does not otherwise violate this section leading to revocation or non-renewal of the permit.

Sec. 86-702. Location of Socioeconomic Impact Retail Sales and Services.

(a) No permit shall be issued if the socioeconomic impact sales and services business is:

1. **Within 2,000 feet of a business of the same type unless more restrictive by the city's uniform development ordinance (UDO) or otherwise restricted by state and local licensing codes.**
2. **Within 1,000 feet of an extended occupancy motel.**
3. **Within 300 feet of another socioeconomic impact sales and services business.**
4. **Within 500 feet of a light rail station or transit junction wherein more than one bus line operates through the junction every 15 minutes or more frequently.**
5. **In a retail center exhibiting blight, or with more than 50% vacancy whether or not the units are leased.**
6. **In an area of elevated risk unless the applicant supplements their application with information demonstrating a business and financial plan with investment and other operational offsets as well as CPTED measures to demonstrate that the issuance of the permit will not increase the risk level of the area.**

(b) The distance limitations in subsection (a) numbers 1. through 4. shall not apply to or from high risk after midnight operations.

(c) The distance limitations in subsection (a) number 1 shall be reduced to 500 feet and the limitations in subsection (a) numbers 2. through 5. shall not apply to Convenience Stores with Regulated Substances that are authorized under the Supplemental Nutrition Assistance Program (SNAP/EBT) to accept and redeem SNAP/EBT benefits, and that meets SNAP's stocking requirements for staple foods. This subsection (c) shall be repealed if the final rule issued by the U.S. Department of Agriculture, Food and Nutrition Service (FNS) at 91 Fed. Reg. 25082 (May 8, 2026), revising SNAP retailer stocking requirements in 7 C.F.R. § 278.1, is not adopted by January 1, 2027.

(d) Distances shall be measured by the nearest portion of the building or unit to be occupied by the applicant to the nearest portion of the building or unit occupied by the existing operation. Distances from the transit junction shall be from the nearest property line of the station parcel or the nearest portion of any transit structure if there is not a separate parcel.

Sec. 86-703. Application to other licenses.
Failure to obtain or maintain the permit required by this section may be used as a basis for denial, nonrenewal, or revocation of any license required by chapter 86 or chapter 6 of the Aurora City Code.

Section 86-704. Rulemaking powers. The City Manager, the Director of Finance, or designee, is hereby authorized and shall make all necessary rules and regulations, including the imposition of fees to cover the costs for the administration of this Division.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Socioeconomic Sales and Services Impact Permit (Ordinance)
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, 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: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): 9/14/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Alison Coombs, Mayor Pro Tem
Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 15 mins

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

☒ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 3/12/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

June 2nd, 2026, this ordinance was part of a town hall conversation hosted by the Business Advisory Board with the recording posted online for additional comments. The item was also reviewed by the Public Safety Committee on March 12th, 2026 and forwarded with a favorable recommendation. The item was previously presented at the September 11, 2025, Public Safety Policy Committee meeting and reviewed at City Council study sessions on Ocober 20th and November 3rd. However, after being forwarded for formal consideration, this item was removed from the agenda after the election and significant council turnover. The new sponsor asked for the item to restart the review process.

During the June 2nd town hall meeting, business owners and community members raised several questions and concerns regarding the proposed SEI permit. The discussion focused on how the ordinance would be implemented, how existing businesses would be treated, and how the city intends to fund and enforce the program.

A major theme was the treatment of existing businesses. While distance buffers apply only to new businesses, CPTED related design and maintenance expectations will apply to existing businesses that hold the permit. The city explained that existing businesses will automatically receive the permit and will be contacted well in advance of renewal if improvements are needed. The goal is collaborative compliance rather than punitive enforcement. Overall, community input centered on fairness, clarity, and transparency. Attendees emphasized the importance of ensuring the ordinance supports public safety without placing undue burden on responsible businesses.

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

This item is a proposed ordinance establishing a Socioeconomic Impact Permit, designed to prevent the overconcentration of certain retail sales and services that disproportionately target diverse, lower-income communities. Concentrations of such businesses can contribute to a less attractive retail and community environment and have corresponding impacts that increase both the incidence and fear of crime, and exacerbate negative health and economic outcomes within these communities.

The American Planning Association's *Equity in Zoning Guide*, Permitted Use Policy #11, recommends that communities "revise permitted use regulations to reverse the overconcentration of convenience stores, cannabis outlets, safe injection sites, and other facilities that provide easy access to health-compromising substances like alcohol and tobacco in historically disadvantaged and vulnerable communities."

The proposed permit will grandfather in existing businesses, which will automatically be issued a permit corresponding with the term of their General Business License at no initial cost. The proposal takes the form of a permit, rather than a zoning regulation, in order to address not only spacing requirements but also operational standards consistent with Crime Prevention Through Environmental Design (CPTED). This approach allows for a dynamic process to prevent such operations from concentrating in dilapidated shopping centers or in areas identified as having elevated crime risk through Risk Terrain Modeling (RTM).

In coordination with the derelict property ordinance recently adopted by the City, this ordinance will encourage commercial property owners to reinvest in their properties in order to attract a healthier and more balanced retail mix.

The ordinance classifies the following operations as Socioeconomic Impact Retail Sales and Services with the number of estimated operations in the city. The exact numbers are still under refinement as establishments are visited and classified and these numbers are as of May 2026:

- Secondhand buyers (excluding specialty retailers) - 5
- Pawnshops - 14
- Head shops - 2
- Vape and smoke shops - 60

- Rent-to-own stores - 4
- Bail bond services - 1
- Check-cashing and payday loan businesses - 9
- Extended-occupancy motels - 15
- Retail liquor stores - 86
- Marijuana retail stores - 24
- Convenience stores that sell alcohol or tobacco - 140
- Bars, hookah lounges, and event centers operating after midnight in areas of elevated risk – N/A

Additionally, there are four bus junctions and nine light rail stations identified as major transit locations for purposes of spacing the operations.

Permit Provisions
Permits will be issued automatically to existing businesses but may be revoked if the operation:

- Consistently exhibits a pattern of neglect,
- Ceases operation for six months or more, or
- Commits public nuisance violations in an area of elevated risk.

In evaluating violations, the extent to which an operation has incorporated CPTED practices will be considered an aggravating or mitigating factor. The General Business License will serve as the application for the permit, but supplemental information will be required if the proposed operation is located in an area of elevated risk.

Spacing and Location Requirements
The ordinance establishes the following restrictions:

- No new businesses of the same type within 2,000 feet (e.g., a new liquor store must be at least 2,000 feet from an existing liquor store).
- No Socioeconomic Impact operation may locate within 300 feet of another Socioeconomic Impact operation.
- No operation may locate within 1,000 feet of an extended-occupancy motel.
- No operation may locate within 500 feet of a light-rail station or major bus junction.
- No operation may locate in a retail center exhibiting blight or with more than 50% vacancy.

Bars, hookah lounges, and event centers operating after midnight in an area of elevated risk area are not included either in the spacing to or from their locations, but would be included in the permit requirements and evaluated more on their nature of operations. As communal gathering points, these uses can add activation to locations when operated well or they can be detrimental when not run well.

Only convenience stores that sell alcohol, tobacco or other age restricted substances will be considered Socioeconomic Impact operations subject to distance limitations (including the 2,000-foot separation requirement). Convenience stores that do not sell age restricted substances will not be considered Socioeconomic Impact operations. Convienence stores do include stores over 10,000 square feet or healthy small grocery stores that sell a variety of food products including fresh produce.

Current distance restrictions include two miles between pawnshops, 1,500 feet in state law between liquor stores, and 500 feet for beer and wine from liquor stores. The city's Tobacco and Age Restricted Psychoactive Product Retail license ordinance includes distance restrictions of 500 feet between tobacco retailers with 2000 feet between smoke and vape shops.

The permit proposal includes a fee upon renewal to cover costs for a Risk Terrain Modeling software to establish the areas of elevated risk and to assist in policing and other community interventions in those areas. The city has not yet acquired such software and would need to continue evaluating the feasibility of its incorporation. The cost is estimated to be $24,000 annually. The number of anticipated number of permit holders is 350 which would equate to an estimated $138 biennial permit cost to cover the costs of the software.

The Risk Terrain Model is an objective measure that diagnoses environmental conditions that enable criminal activity. Risk Terrain Modeling analysis brings multiple sources of data together by connecting them to geographic places. By utilizing Risk Terrain Modelling, the city and our community partners learn the "where and why" of criminal activity, and what to do to address it. Risk Terrain Modelling and crime prevention measures in place are proven to reduce crime, enhance public safety, and improve community relations.

Risk Terrain Modeling places focus on environmental attractors of crime as opposed to person focused traditional models of predictive policing, which can reinforce contaminated inputs from aggressive enforcement. The strategy prioritizes non-invasive place-based prevention. As a result, it is a place based focused strategy that does not reinforce biased policing and supports community, land use and infrastructure efforts beyond policing.

Crime Prevention Through Environmental Design (CPTED) is the international standard for criminal activity deterrence for the built environment. CPTED assessments and standards are used throughout the country and in private industry in design and construction of properties. Studies of the use of CPTED have found links between the principles of design and lower instances of criminal offenses occurring. CPTED strategies include natural surveillance, access control, territorial reinforcement, and maintenance & activity support.

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.)

Estimated annual revenue of $24,000 upon renewal of permit. Initial issuance for existing businesses will be of no cost.

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.)

Estimated $24,000 for Risk Terrain Modeling software.

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.)

There will be additional workload for reviewing and processing the permits and spacing analysis. Potential offset with effectiveness of public safety strategy. The permit is designed to be a companion of the general business license matching renewal cycles to be seamless for businesses and administrative staff.

QUESTIONS FOR COUNCIL

Does the city council approve of forwarding the item for formal consideration?

LEGAL COMMENTS

The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the state constitution, statute, or City Charter. The City Council shall have power to make and publish from time to time ordinances, and to pass Resolutions and Motions, not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. The City Council has found and determined that approving the licensing permit and the business restrictions included in this ordinance fulfill these purposes. City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance and tthis

action will amend the Aurora City Code and therefore shall be taken in the form of an ordinance and shall require a vote of the majority of the Council to be approved. Section 5-1 Aurora City Charter. (Hernandez)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

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 it has the power to regulate matters of local concern; and

WHEREAS, the City recognizes certain types of retail businesses that have been associated through academic research with elevated rates of crime and public disorder in surrounding areas, especially when concentrated; and

WHEREAS, these types of businesses often cluster in low-income neighborhoods, disproportionately impacting communities that already face economic and social challenges; and

WHEREAS, the overconcentration of such establishments can undermine neighborhood vitality, deter investment, and contribute to a cycle of blight, vacancy, and diminished public safety through the increase of related crimes; and

WHEREAS, repeated patterns of co-location among high-risk business types can facilitate illicit activities, including open-air drug markets, fencing of stolen goods, and loitering, thus creating conditions that are harmful to public health, safety, and quality of life; and

WHEREAS, the City has a compelling interest in protecting public safety, promoting a healthy and sustainable business environment, and preventing the displacement or marginalization of residents due to the unchecked proliferation of such business operations, and the spacing requirements, caps on business types, and mitigation standards such as lighting, surveillance, and good-neighbor plans are effective tools to manage and reduce cumulative harm without banning lawful business operations; and

WHEREAS, this ordinance is intended to provide reasonable regulations to prevent the overconcentration of such businesses, improve neighborhood conditions, and promote equitable access to a safe and healthy commercial environment for all residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and its citizens to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city.

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

Section 1. The City Code of the City of Aurora is hereby amended by adding a new Division 4 to Article VI to section 86, that shall read as follows:

DIVISION 4. SOCIOECONOMIC IMPACT PERMIT

Sec. 86-696. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Area of Elevated Risk* means an area identified as being elevated risk by the risk terrain model adopted by the City.**

***Bail Bond Office* means a business whose primary purpose is to act as a surety to secure the presence of an accused person at a court proceeding in a criminal manner.**

***Check Cashing or Pay-Day Loan Service Provider* means a non-depository financial institution that provides monetary loans or advances in exchange for a postdated check, electronic access to a bank account, title to a vehicle, or other collateral; or offers to cash checks, drafts, money orders, or other monetary instruments for a fee. This use includes but is not limited to payday lenders, check-cashing businesses, car title loan businesses, and deferred deposit loan providers. This use excludes state or federally chartered banks, credit unions, or savings and loan associations.**

***Convenience Store with Regulated Substances* means any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space and also sells any of the following; Alcohol, Tobacco, Kratom, or Tobacco or Drug Paraphernalia. Convenience store does not include any business where there is no retail floor space accessible to the public. A convenience store with regulated substances may offer incidental staple food items but does not meet the definition of a Healthy Small Grocery Store.**

***Crime Prevention Through Environmental Design (CPTED)* means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

Extended Occupancy Motel **means: A facility originally constructed as a motel or hotel for transient occupancy, which offers rooms or units for rent without a lease, but where most occupants stay for extended periods of time (typically 30 days or more), often using the premises as a primary or long-term residence. These establishments may advertise daily or weekly rates but effectively function as long-term housing without the protections or infrastructure associated with permanent residential use.**

Head Shop or Drug Paraphernalia Store **means a retail establishment that substantially sells, offers for sale, or displays for sale any drug paraphernalia as defined by state or local law, including but not limited to pipes, water pipes, bongs, rolling papers, roach clips, grinders, scales, vaporizers, or other items designed or marketed for use with marijuana, tobacco, or controlled substances.**

Healthy Small Grocery Store **means a store that is at least 2,000 square feet but less than 10,000 square feet where at least 50 percent of retail floor space is devoted to the sale of a broad variety of staple food products as defined by the United States Department of Agriculture (7 C.F.R. § 271.2) and at least 20 percent of the retail floor space is devoted to a variety of perishable staple foods that shall include, but is not limited to dairy products, fresh produce, frozen foods and fresh meats. No more than 20 percent of its retail floor space is devoted to health compromising substances. A healthy small grocery store does not include a convenience store which is characterized by limited food offerings, and a predominance of prepackaged goods, nor does it include locations with a gasoline service station.**

Health Compromising Substances **shall include alcohol, tobacco, kratom, age restricted hemp, novel psychoactive substances, or tobacco and marijuana paraphernalia.**

High Risk After Midnight Operations **Tavern, Bar, Hookah Lounge, or Event Center as defined in the unified development ordinance with operations after midnight located in an area of elevated risk.**

Rent-to-Own Store **means a business that offers rental agreements with optional ownership terms for furniture, electronics, or appliances, where customers make periodic payments with no obligation to purchase. This definition applies only to businesses where rent-to-own is the primary method of transaction and does not include general retail stores or electronics/furniture outlets offering traditional sales or third-party financing.**

Retail Liquor Store **means a type of retail sales that includes a business licensed by the state for the retail sale of alcoholic beverages in original packages for consumption off the premises, in which those sales are the primary goods being sold and generate the majority of the revenue generated by the business. The**

accessory sales of food or other items shall not result in the business being a general retail sales business if the above conditions are met.

Risk Terrain Model **means the risk assessment technique and diagnostic method for identifying the spatial attractors of criminal behavior and environmental factors that are conducive to crime.**

Socioeconomic Impact Sales and Services Business **means:**

(1) Secondhand buyers, head shops or drug paraphernalia stores, vape and smoke shops, rent-to-own stores, bail bond office, check cashing or payday loan service provider, extended occupancy motel, pawnbroker, retail liquor stores, marijuana retail stores, convenience stores with regulated substances.

(2) High risk after midnight operations when located in an area of elevated risk.

Secondhand Buyer **means a secondhand dealer or scrap metal buyer engaged in the purchase and resale of used or secondhand tangible personal property as a principal component of its operations, where such property includes a broad range of merchandise not limited to a specific product category or engages in purchases primarily for wholesale. This includes, but is not limited to, businesses that routinely acquire items such as electronics, jewelry, tools, small appliances, personal devices, or other portable goods commonly associated with theft. A Secondhand Buyer shall not include Specialty Secondhand Retailers.**

Specialty Secondhand Retailer **means a secondhand dealer primarily engaged in the retail sale of goods within a narrow and defined category such as books, video games, musical instruments, vintage clothing, children's goods, or sporting goods and for which the purchase of secondhand goods is incidental to the primary retail purpose and limited to items within that specialized category.**

Vape Store or Smoke Shop **means a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

Sec. 86-697. Permit Required

(a) It shall be unlawful for any person to operate a socioeconomic impact sales or service business without a Socioeconomic Impact Permit.

Sec. 86-698. Term

(a) Socioeconomic Impact Permits shall correspond with the term of the General Business License.

(b) Socioeconomic Impact Sales and Services in operation upon the effective date of this ordinance shall automatically be issued a Socioeconomic Impact Permit.

(c) Permits shall renew concurrently with the General Business License, unless revoked or non-renewed, provided the business remains in operation and complies with all applicable conditions and regulations.

Sec. 86-699. Suspension or revocation.

(a) In addition to the reasons set forth in section 86-47, the director shall suspend or revoke any permit issued under this division if they find that the permittee has committed a violation of any of the provisions of this division.

(b) If the permit holder is located in an area of elevated risk:

1. **Violations of 86-47(10) shall be considered an aggravating factor in any suspension or revocation proceeding if those violations are contributing factors to the elevated risk.**
2. **To the extent the permit holder has or has not implemented Crime Prevention Through Environmental Design strategies shall be considered as mitigating or aggravating factors.**

(c) A permit may also be suspended, revoked or not renewed if:

1. **The property where the business is located exhibits a consistent pattern of neglect or code violations.**
2. **The business discontinues operations for six or more consecutive months.**
3. **The business fails to adhere to the approved operational or mitigation plan submitted with the application.**
4. **Violations of 86-47(9).**

Sec. 86-700. Permit application.

(a) The application for a general business license application shall also function as the application for the permit.
(b) In areas of elevated risk, the application for a permit will need to be supplemented with information demonstrating a realistic business and financial plan with investment and other operational offsets and Crime Prevention Through Environmental Design measures to demonstrate that the issuance of the permit will not further elevate the risk level of the area.

Sec. 86-701. Permit denial.

(a) The director shall deny the permit if the location does not meet the distance restrictions identified in section 86-702.

(b) Subsection (a) shall not apply to businesses in operation, or any businesses already under a review or approval process, prior to the effective date of the ordinance and such businesses shall be permitted to sell their operation to a new operator as long as the business is continuously operated as the same or similar nature of business and does not otherwise violate this section leading to revocation or non-renewal of the permit.

Sec. 86-702. Location of Socioeconomic Impact Retail Sales and Services.

(a) No permit shall be issued if the socioeconomic impact sales and services business is:

1. **Within 2,000 feet of a business of the same type unless more restrictive by the city's uniform development ordinance (UDO) or otherwise restricted by state and local licensing codes.**
2. **Within 1,000 feet of an extended occupancy motel.**
3. **Within 300 feet of another socioeconomic impact sales and services business.**
4. **Within 500 feet of a light rail station or transit junction wherein more than one bus line operates through the junction every 15 minutes or more frequently.**
5. **In a retail center exhibiting blight, or with more than 50% vacancy whether or not the units are leased.**
6. **In an area of elevated risk unless the applicant supplements their application with information demonstrating a business and financial plan with investment and other operational offsets as well as CPTED measures to demonstrate that the issuance of the permit will not increase the risk level of the area.**

(b) The distance limitations in subsection (a) numbers 1. through 4. shall not apply to or from high risk after midnight operations.

(c) Distances shall be measured by the nearest portion of the building or unit to be occupied by the applicant to the nearest portion of the building or unit occupied by the existing operation. Distances from the transit junction shall be from the nearest property line of the station parcel or the nearest portion of any transit structure if there is not a separate parcel.

Sec. 86-703. Application to other licenses.
Failure to obtain or maintain the permit required by this section may be used as a basis for denial, nonrenewal, or revocation of any license required by chapter 86 or chapter 6 of the Aurora City Code.

Section 86-704. Rulemaking powers. The City Manager, the Director of Finance, or designee, is hereby authorized and shall make all necessary rules and regulations, including the imposition of fees to cover the costs for the administration of this Division.

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: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

ORDINANCE NO. 2026- ____

A BILL

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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 it has the power to regulate matters of local concern; and

WHEREAS, the City recognizes certain types of retail businesses that have been associated through academic research with elevated rates of crime and public disorder in surrounding areas, especially when concentrated; and

WHEREAS, these types of businesses often cluster in low-income neighborhoods, disproportionately impacting communities that already face economic and social challenges; and

WHEREAS, the overconcentration of such establishments can undermine neighborhood vitality, deter investment, and contribute to a cycle of blight, vacancy, and diminished public safety through the increase of related crimes; and

WHEREAS, repeated patterns of co-location among high-risk business types can facilitate illicit activities, including open-air drug markets, fencing of stolen goods, and loitering, thus creating conditions that are harmful to public health, safety, and quality of life; and

WHEREAS, the City has a compelling interest in protecting public safety, promoting a healthy and sustainable business environment, and preventing the displacement or marginalization of residents due to the unchecked proliferation of such business operations, and the spacing requirements, caps on business types, and mitigation standards such as lighting, surveillance, and good-neighbor plans are effective tools to manage and reduce cumulative harm without banning lawful business operations; and

WHEREAS, this ordinance is intended to provide reasonable regulations to prevent the overconcentration of such businesses, improve neighborhood conditions, and promote equitable access to a safe and healthy commercial environment for all residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and its citizens to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city.

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***Check Cashing or Pay-Day Loan Service Provider* means a non-depository financial institution that provides monetary loans or advances in exchange for a postdated check, electronic access to a bank account, title to a vehicle, or other collateral; or offers to cash checks, drafts, money orders, or other monetary instruments for a fee. This use includes but is not limited to payday lenders, check-cashing businesses, car title loan businesses, and deferred deposit loan providers. This use excludes state or federally chartered banks, credit unions, or savings and loan associations.**

***Convenience Store with Regulated Substances* means any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space and also sells any of the following; Alcohol, Tobacco, Kratom, or Tobacco or Drug Paraphernalia. Convenience store does not include any business where there is no retail floor space accessible to the public. A convenience store with regulated substances may offer incidental staple food items but does not meet the definition of a Healthy Small Grocery Store.**

***Crime Prevention Through Environmental Design (CPTED)* means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

Extended Occupancy Motel **means: A facility originally constructed as a motel or hotel for transient occupancy, which offers rooms or units for rent without a lease, but where most occupants stay for extended periods of time (typically 30 days or more), often using the premises as a primary or long-term residence. These establishments may advertise daily or weekly rates but effectively function as long-term housing without the protections or infrastructure associated with permanent residential use.**

Head Shop or Drug Paraphernalia Store **means a retail establishment that substantially sells, offers for sale, or displays for sale any drug paraphernalia as defined by state or local law, including but not limited to pipes, water pipes, bongs, rolling papers, roach clips, grinders, scales, vaporizers, or other items designed or marketed for use with marijuana, tobacco, or controlled substances.**

Healthy Small Grocery Store **means a store that is at least 2,000 square feet but less than 10,000 square feet where at least 50 percent of retail floor space is devoted to the sale of a broad variety of staple food products as defined by the United States Department of Agriculture (7 C.F.R. § 271.2) and at least 20 percent of the retail floor space is devoted to a variety of perishable staple foods that shall include, but is not limited to dairy products, fresh produce, frozen foods and fresh meats. No more than 20 percent of its retail floor space is devoted to health compromising substances. A healthy small grocery store does not include a convenience store which is characterized by limited food offerings, and a predominance of prepackaged goods, nor does it include locations with a gasoline service station.**

Health Compromising Substances **shall include alcohol, tobacco, kratom, age restricted hemp, novel psychoactive substances, or tobacco and marijuana paraphernalia.**

High Risk After Midnight Operations **Tavern, Bar, Hookah Lounge, or Event Center as defined in the unified development ordinance with operations after midnight located in an area of elevated risk.**

Rent-to-Own Store **means a business that offers rental agreements with optional ownership terms for furniture, electronics, or appliances, where customers make periodic payments with no obligation to purchase. This definition applies only to businesses where rent-to-own is the primary method of transaction and does not include general retail stores or electronics/furniture outlets offering traditional sales or third-party financing.**

Retail Liquor Store **means a type of retail sales that includes a business licensed by the state for the retail sale of alcoholic beverages in original packages for consumption off the premises, in which those sales are the primary goods being sold and generate the majority of the revenue generated by the business. The**

accessory sales of food or other items shall not result in the business being a general retail sales business if the above conditions are met.

Risk Terrain Model **means the risk assessment technique and diagnostic method for identifying the spatial attractors of criminal behavior and environmental factors that are conducive to crime.**

Socioeconomic Impact Sales and Services Business **means:**

(1) Secondhand buyers, head shops or drug paraphernalia stores, vape and smoke shops, rent-to-own stores, bail bond office, check cashing or payday loan service provider, extended occupancy motel, pawnbroker, retail liquor stores, marijuana retail stores, convenience stores with regulated substances.

(2) High risk after midnight operations when located in an area of elevated risk.

Secondhand Buyer **means a secondhand dealer or scrap metal buyer engaged in the purchase and resale of used or secondhand tangible personal property as a principal component of its operations, where such property includes a broad range of merchandise not limited to a specific product category or engages in purchases primarily for wholesale. This includes, but is not limited to, businesses that routinely acquire items such as electronics, jewelry, tools, small appliances, personal devices, or other portable goods commonly associated with theft. A Secondhand Buyer shall not include Specialty Secondhand Retailers.**

Specialty Secondhand Retailer **means a secondhand dealer primarily engaged in the retail sale of goods within a narrow and defined category such as books, video games, musical instruments, vintage clothing, children's goods, or sporting goods and for which the purchase of secondhand goods is incidental to the primary retail purpose and limited to items within that specialized category.**

Vape Store or Smoke Shop **means a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

Sec. 86-697. Permit Required

(a) It shall be unlawful for any person to operate a socioeconomic impact sales or service business without a Socioeconomic Impact Permit.

Sec. 86-698. Term

(a) Socioeconomic Impact Permits shall correspond with the term of the General Business License.

(b) Socioeconomic Impact Sales and Services in operation upon the effective date of this ordinance shall automatically be issued a Socioeconomic Impact Permit.

(c) Permits shall renew concurrently with the General Business License, unless revoked or non-renewed, provided the business remains in operation and complies with all applicable conditions and regulations.

Sec. 86-699. Suspension or revocation.

(a) In addition to the reasons set forth in section 86-47, the director shall suspend or revoke any permit issued under this division if they find that the permittee has committed a violation of any of the provisions of this division.

(b) If the permit holder is located in an area of elevated risk:

1. **Violations of 86-47(10) shall be considered an aggravating factor in any suspension or revocation proceeding if those violations are contributing factors to the elevated risk.**
2. **To the extent the permit holder has or has not implemented Crime Prevention Through Environmental Design strategies shall be considered as mitigating or aggravating factors.**

(c) A permit may also be suspended, revoked or not renewed if:

1. **The property where the business is located exhibits a consistent pattern of neglect or code violations.**
2. **The business discontinues operations for six or more consecutive months.**
3. **The business fails to adhere to the approved operational or mitigation plan submitted with the application.**
4. **Violations of 86-47(9).**

Sec. 86-700. Permit application.

(a) The application for a general business license application shall also function as the application for the permit.
(b) In areas of elevated risk, the application for a permit will need to be supplemented with information demonstrating a realistic business and financial plan with investment and other operational offsets and Crime Prevention Through Environmental Design measures to demonstrate that the issuance of the permit will not further elevate the risk level of the area.

Sec. 86-701. Permit denial.

(a) The director shall deny the permit if the location does not meet the distance restrictions identified in section 86-702.

(b) Subsection (a) shall not apply to businesses in operation, or any businesses already under a review or approval process, prior to the effective date of the ordinance and such businesses shall be permitted to sell their operation to a new operator as long as the business is continuously operated as the same or similar nature of business and does not otherwise violate this section leading to revocation or non-renewal of the permit.

Sec. 86-702. Location of Socioeconomic Impact Retail Sales and Services.

(a) No permit shall be issued if the socioeconomic impact sales and services business is:

1. **Within 2,000 feet of a business of the same type unless more restrictive by the city's uniform development ordinance (UDO) or otherwise restricted by state and local licensing codes.**
2. **Within 1,000 feet of an extended occupancy motel.**
3. **Within 300 feet of another socioeconomic impact sales and services business.**
4. **Within 500 feet of a light rail station or transit junction wherein more than one bus line operates through the junction every 15 minutes or more frequently.**
5. **In a retail center exhibiting blight, or with more than 50% vacancy whether or not the units are leased.**
6. **In an area of elevated risk unless the applicant supplements their application with information demonstrating a business and financial plan with investment and other operational offsets as well as CPTED measures to demonstrate that the issuance of the permit will not increase the risk level of the area.**

(b) The distance limitations in subsection (a) numbers 1. through 4. shall not apply to or from high risk after midnight operations.

(c) Distances shall be measured by the nearest portion of the building or unit to be occupied by the applicant to the nearest portion of the building or unit occupied by the existing operation. Distances from the transit junction shall be from the nearest property line of the station parcel or the nearest portion of any transit structure if there is not a separate parcel.

Sec. 86-703. Application to other licenses.
Failure to obtain or maintain the permit required by this section may be used as a basis for denial, nonrenewal, or revocation of any license required by chapter 86 or chapter 6 of the Aurora City Code.

Section 86-704. Rulemaking powers. The City Manager, the Director of Finance, or designee, is hereby authorized and shall make all necessary rules and regulations, including the imposition of fees to cover the costs for the administration of this Division.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

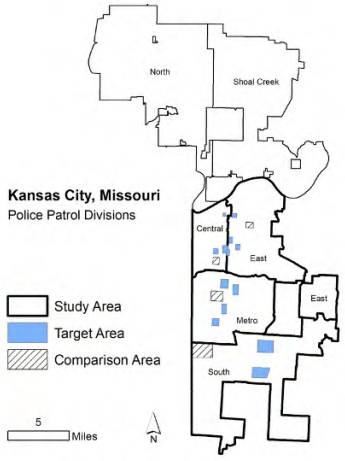
Data-Informed & Place-Based Violent Crime Prevention:
The Kansas City, Missouri Risk-Based Policing Initiative

Public Safety | Problem-Oriented | Hot Spots
Risk Terrain Modeling | Risky Places
Community Engagement

The Kansas City Police Department (KCPD) reduced violent crime with an evidence-based approach to problem analysis and intervention planning. Using hot spot mapping and risk terrain modeling, police and their community partners implemented a place-based intervention program focused on key attractors and generators of the environmental backcloth. During the 1-year period, violent crimes significantly decreased by over 22%. Crime prevention was achieved with a focus on places, not people.

FIGURE

The 13 target areas that accounted for this crime reduction covered just 1.5% of the city's land area.



Peer-Reviewed Journal Article REFERENCE:
Caplan, J. M., Kennedy, L. W., Drawve, G., & Baughman, J. (2021). Data-Informed and Place-Based Violent Crime Prevention: The Kansas City, Missouri Risk-Based Policing Initiative. *Police Quarterly*. doi.org/10.1177%2F10986111211003205

Learn more at www.RutgersCPS.org

RUTGERS
Center on Public Security

1. Introduction

KCPD implemented risk-based policing (RBP) to reduce and prevent violent crime. They focused on situational contexts of crime at micro places. Outcomes were evaluated at target and comparison areas.

2. Blueprint for RBP in Kansas City

Involved agency-wide training, data management technology and protocols, data-informed decision-making, multifaceted intervention actions at target areas, and multi-stakeholder accountability.

3. Intervention Activities

Within the target areas: 1) directed patrols, 2) business checks, 3) coordination and deployments of non-police resources, and 4) positive police-community engagements.

4. Results

Violent crime significantly decreased. Target areas outperformed the comparison areas by 22%. The total net effect was about 165 fewer crimes.

Police officer-initiated (as opposed to dispatch-directed or 9-1-1 calls for service) activities resulting in enforcement action (arrests or citations) decreased.

Crime was reduced and prevented without an abundance of law enforcement actions against people located at the target areas.

5. It Works!

Successful crime prevention programming can involve multiple stakeholders and a wide range of activities that maximize existing local resources. Community-focused policing can be effective and sustainable.

Data-Informed Crime Prevention at Convenience Stores in Atlantic City

Public Safety | Problem-Oriented | Hot Spots
Risk Terrain Modeling | Risky Places
Police Deployment | Violence | Robbery

Informed by risk terrain modeling and hot spot analysis, police commanders implemented a place-based intervention focused around convenience stores. Target areas throughout the city were reprioritized each month to create a dynamic deployment strategy that efficiently allocated resources to the most vulnerable places. Risk reduction actions, such as business checks, were favored over law enforcement against people. Within four months, robberies significantly decreased by 63 percent.



Peer-Reviewed Journal Article REFERENCE:
Kennedy, L. W., Caplan, J. M., & Drawve, G. (2021). Data-Informed Crime Prevention at Convenience Stores in Atlantic City. Police Practice and Research. [doi.org/10.1080/15614263.2021.1917399]

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https://scholarship.libraries.rutgers.edu/permalink/01RUT_INST/13llbap/alma991031619039304646

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RUTGERS
Center on Public Security

1. Introduction

Atlantic City had a robbery problem that needed a citywide response -- quickly. ACPD used spatial analysis to identify where officers should devote resources, and what to do when they arrived at priority places.

2. How It Happened

Risk Terrain Modeling was used to diagnose robbery patterns. Convenience stores (plus 1-block away) became target areas. ACPD collaborated with the local mercantile association.

3. Intervention Activities

The intervention strategy was a data-informed staggering of business checks at selected convenience stores located in the highest-risk places each month. This lasted 4 months.

4. Results

On average, 67 different convenience stores were visited each month (range: 34-79), with approximately 279 total sign-ins per month, or about three per shift.

Pre-intervention: 79 robberies in the target areas. Post-intervention: 29. This 63% reduction is statistically significant.

Optimal police presence yielded crime deterrence. Rapid crime suppression is possible with tactics focused on targeting high risk locations and not necessarily the people located there.

5. It Works!

Police can improve operational impacts via data-informed engagements with community stakeholders (e.g. store managers). Crime reduction can be achieved in-line with community expectations.

A Multi-jurisdictional Test of Risk Terrain Modeling and a Place-based Evaluation of Environmental Risk-Based Patrol Deployment Strategies

Study Overview: A place-based method of evaluation and spatial units of analysis were used to measure the extent to which allocating police resources to high-risk areas, derived from risk terrain modeling (RTM), affects the frequency and spatial distribution of new crime events. This quasi-experimental project had two primary goals: 1) to replicate and validate RTM in multiple jurisdictions and across many different crime types; and, 2) to evaluate intervention strategies targeted at high-risk micro-level environments across 5 cities[1]: Chicago, IL; Colorado Springs, CO; Glendale, AZ; Kansas City, MO; and Newark, NJ.

In completing the risk terrain models[2], we used the RTMDx Utility, developed by the Rutgers Center on Public Security[3]. Following the RTM analysis in each city, each Police Department developed an intervention strategy that targeted the spatial influences of select significant risk factors. The Police Department also worked with the research team in the selection of target areas for the intervention. In evaluating the intervention, statistical comparisons were made to equivalent control areas locally within each city. Control areas were matched to treatment areas through Propensity Score Matching (PSM). Interventions in each city lasted approximately 3 months, and were implemented in 2013 and/or 2014. The post-intervention period was 90 days (3 months).

General Findings:

Q: Do RTM outputs inform crime intervention planning and policing activities in ways that result in significant crime reductions in targeted areas?

A: Yes. Results across all study settings allow for a general conclusion that certain actions performed by police and intended to mitigate the spatial influence of risky features at high-risk places results in both short- and long-term crime reductions. RTM enabled police to make informed decisions and develop strategies about where to allocate resources and what to do when they got there. Spatial information produced through RTM to select target areas, develop place-based risk reduction strategies, and deploy resources was applied to a variety of crime types and customized for different settings in measured, transparent and sustainable ways. Crime reductions were best achieved by police with a concerted and consistent application of intervention activities geared toward mitigating the spatial influence of crime attractors at the high-risk places within a jurisdiction.

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Specific Findings:

Colorado Springs

Risk Terrain Modeling Analysis:

The Colorado Springs Police Department (CSPD) identified Motor Vehicle Theft as their priority crime. A Risk Terrain Model was found that contains 6 risk factors (out of 19 tested): Disorder Calls for Service (RRV^4=5.61), Multifamily Housing Units (RRV=2.75), Foreclosures (RRV=2.64), Parks (RRV=1.76), Sit-down Restaurants (RRV=1.51), and Commercial Zoning (RRV=1.37). Highest risk places[5] have 48 times greater likelihood of crime than some other locations. Conjunctive Analysis of Risk Factor Configurations (CARFC) found that the highest risk behavior settings[6] for Motor Vehicle Theft cover about 4% of the study area and account for nearly 43% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings CSPD designed their intervention strategy with an array of activities performed by various CSPD units for the purpose of mitigating disorder problems in the target area: Code Enforcement property inspections, Community Service Officer Neighborhood Cleanups, Community Meetings, Proactive Police Enforcement against disorder offenses, Proactive Traffic Enforcement, and the deployment of License Plate Recognition (LPR) devices for the purpose of identifying stolen Motor Vehicles in the target area.

- A Motor Vehicle Theft reduction of 33% was achieved in the target area compared to the control area during in the post-intervention period. There was a slight diffusion of benefits.
- At the micro level, "code enforcement" was associated with reduced levels of Motor Vehicle Theft throughout the target area (p<0.01). "Code enforcement" activities have an exceptionally strong and significant crime reduction benefit at high-risk places (p<0.01).

Colorado Springs Summary: *The cumulative findings suggest that CSPD's risk-based intervention effectively addressed Motor Vehicle Theft. CSPD's targeting of disorder incidents was an effective crime control strategy. The micro-level analysis suggests that code enforcement focused at micro-level high-risk places is a particularly promising tactic.*

Newark

Risk Terrain Modeling Analysis:

The Newark Police Department (NPD) identified Gun Violence as their priority crime. A Risk Terrain Model was found that contains 11 risk factors (out of 17 tested): Narcotics Arrests (RRV=3.53), Foreclosures (RRV=3.36), Restaurants (RRV=2.76), Gas Stations (RRV=2.54), Convenience Stores (RRV=2.32), Food Take Outs (RRV=2.19), Bars (RRV=2.01), Abandoned Properties (1.43), Schools (RRV=1.38), Liquor Stores (RRV=1.34), and Problem Housing (RRV=1.34). Highest risk places have 58 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Gun Violence cover about 5% of the study area and account for nearly 30% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings, NPD designed their intervention strategies to generate checks and manager contacts at three business types: Restaurants, Food Take Outs, and Gas Stations. Each day during the intervention, a task force comprised of 3 officers, under the supervision of a Lieutenant, visited businesses located within the target area. Upon visiting the business, officers were required to meet with the on-duty manger and have them sign the sheet, to ensure that proper contact was established.

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- A Gun Violence reduction of approximately 35% was achieved in the target area compared to the control area during the post-intervention period. There was a slight diffusion of benefits.
- At the micro level, the intervention activities were associated with a reduction of Gun Violence within the portions of the target area identified as high-risk. The reduction approached statistical significance (p=0.06).

Newark Summary: *The NPD task force's intervention activities were a promising approach to gun violence. The strategy generated a large reduction of gun violence, and had a particularly great impact at high-risk portions of the target area. Newark's outcome evaluation was inherently an assessment of the use of a "task force" as well as the "intervention actions" performed by the task force. Ultimately, significant crime reductions can be achieved when a task force consistently and thoughtfully implements intervention activities at high-risk places.*

Kansas City

Risk Terrain Modeling Analysis:

The Kansas City Police Department (KCPD) identified Aggravated Violence as their priority crime: all shooting incidents (hits and homicides), aggravated assault (with a firearm), and street robbery (with and without a weapon). A significant Risk Terrain Model was found that contains 15 risk factors (out of 21 tested): Bus Stops (RRV=3.38), Weapon Offending Parolees and Probationers (RRV=3.20), Suspicious Person with a Weapon Calls-for-service (RRV=2.43), Variety Stores (RRV=2.28), Packaged Liquor Stores (RRV=2.28), Hotels (RRV=2.27), Fast Food Restaurants (RRV=2.18), Drug Markets (RRV=2.11), Bars (RRV=2.05), Rental Halls (RRV=1.61), Restaurants (RRV=1.41), Convenience Stores (RRV=1.41), Grocery Stores (RRV=1.28), Foreclosures (RRV=1.27), Liquor Licensed Retailers (RRV=1.24). Highest risk places have 46 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Aggravated Violence cover about 4% of the study area and account for nearly 38% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings, KCPD designed their intervention strategies to address nightclubs, suspicious person with a weapon calls-for-service, weapon offending parolees and probationers, drug sales, packaged liquor stores, and liquor licensed retailers[7]. An array of activities intended to mitigate the spatial influences of these risk factors, enhance community awareness, and deter motivated offenders was conducted by various KCPD units and city officials in the target area: Code Enforcement, Directed Patrols, Licensing and Inspection checks, meet-and-greets with known offenders juxtaposed with social service referrals/support, CPTED inspections, Pedestrian Checks, Area Presence, Residence Checks, Traffic Violations, and Building Checks. A new protocol for dispatching officers to certain calls-for-service locations was also enacted.

- Aggravated Violence decreased by 12% in the target area compared to the control area during the post-intervention period, but the findings did not achieve statistical significance.
- At the micro level, and in the during-intervention period, Pedestrian Checks, Area Presence, and Residence Checks were each associated with lower levels of Aggravated Violence throughout the entirety of the target area. In the post-intervention period, Building Checks conducted within high-risk areas were associated with reduced crime levels.

Kansas City Summary: *RTM enabled Kansas City police officials to make decisions about where to allocate resources and what to do when they got there in order to suppress crime in the short-term and reduce crime occurrence over the long-term. Intervention activities affect crime differently over varying times and places. Synthesizing results from the micro level analyses, it can be generally concluded that "pedestrian checks", "directed patrol", and "knock-and-talks" have the greatest impact on reducing crime among all places within*

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the target areas when sustained, whereas longer-term crime reduction benefits at high-risk places are best achieved via "building checks".

Glendale

Risk Terrain Modeling Analysis:

The Glendale Police Department (GPD) identified Robbery as their priority crime. A Risk Terrain Model was found that contains 7 risk factors (out of 11 tested): Drug-related Calls for Service (RRV=15.56), Convenience Stores (RRV=2.88), Take Out Restaurants (RRV=2.54), Apartment Complexes (RRV=2.53), Gang Member Residences (RRV=2.41), Liquor Stores (RRV=2.30), and Bars (RRV=2.19). Highest risk places have 58 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Robbery cover about 1% of the study area and account for nearly 17% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings, GPD designed their intervention strategy to address all 7 risk factors. The activities included Directed Patrols, Flyer Distribution, Community Meetings and Engagement Activities, Proactive Stops, and Proactive Arrests.

- Robbery decreased by 42% in the target area compared to the control area during the intervention period. There was a very strong diffusion of benefits effect.
- At the micro level, and in the during-intervention period, Directed Patrols were associated with lower levels of Robbery. Flyer Distribution activities were associated with fewer Robberies in the post-intervention period, with the reduction approaching statistical significance (p=0.09).

Glendale Summary: *The intervention produced a statistically significant reduction of Robbery throughout the target area during the intervention period. In addition, there was a diffusion of benefits beyond the targeted area. "Directed patrol" had the greatest impact on reducing crime among all micro-level places within the target areas during the intervention period, whereas longer-term crime reduction benefits were best achieved via "flyer distribution".*

Chicago

Risk Terrain Modeling Analysis:

The Chicago Police Department (CPD) identified Shootings as their priority crime. A Risk Terrain Model was found that contains 10 risk factors (out of 15 tested): Foreclosures (RRV=5.38), Problem Buildings (RRV=3.72), Gang Hotspots (RRV=2.86), Laundromats (RRV=2.27), Liquor Stores (RRV=1.92), Gas Stations (RRV=1.65), 311 Lights Out Calls (RRV=1.41), Schools (RRV=1.35), Bus Stops (RRV=1.33), Bars (RRV=1.28). Highest risk places have 76 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings[8] for Shootings cover about 15% of the study area and account for nearly 56% of all crime incidents.

Risk-based Intervention:

To reflect the RTM findings the CPD designed an intervention strategy that focused on Foreclosures and Problem Buildings. The strategy entailed the CPD working in partnership with other City of Chicago departments to conduct site visits of known problem properties throughout the city to improve conditions conducive to crime and, when necessary, issue citations for code violations. City agencies also sought to work with private lenders to address the broader scope of the foreclosure crisis.

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- A process evaluation found that CPD could not manage to collect measurement data in a systematic or coordinated way to allow for adequate evaluations of outcomes. Cumulative totals of building inspections and citations were 280 and 24, respectively. But CPD was unable to provide incident-specific information including the precise date, time, and location of each action. Therefore, we were unable to complete an outcome evaluation of CPD's intervention[9].

Endnotes

[1] Originally, 6 cities were proposed as study settings for interventions. However, Arlington, TX withdrew from the study early on due to excessive turnover of personnel within the department.
[2] Using then-current data from calendar year 2012
[3] www.rutgerscps.org
[4] Relative Risk Value (RRV)
[5] Places with risk values greater than 2 standard deviations above the mean risk value, according to the risk terrain map.
[6] The behavior settings with a relative frequency of crime (RFC) above the mean
[7] "Packaged liquor stores" refer to businesses whose primary purpose is to sell liquor. "Liquor licensed retailers" are facilities that are in business to sell other items, but also sell liquor, such as convenience stores, grocery stores, etc.
[8] The behavior settings with a relative frequency of crime (RFC) above the mean
[9] It should be noted that during this project, there were mayoral elections (and subsequent run-off elections), internal transfers/promotions of police personnel, and multiple other research projects (unaffiliated with ours) that may have strained CPD's data management resources.

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Risk-Based Policing in Atlantic City
2017 Report

By Joel Caplan, Leslie Kennedy & Grant Drawve, Rutgers University Center on Public Security

Atlantic City Police Department Risk-Based Policing Initiative: Jan. 1 – Dec. 31, 2017

Overview

Risk-based policing is the operational mindset and practice of reducing and managing crime *risks* in order to prevent crime incidents. It emphasizes problem solving, evidence-based decision-making, and sustainability. Risk-based policing with Risk Terrain Modeling (RTM) is used in Atlantic City.

Background

The Chief of Police and command staff spearheaded risk-based policing in Atlantic City. A researcher-practitioner partnership between the Rutgers University Center on Public Security (RCPS) and the Atlantic City Police Department (ACPD), with the Atlantic County Prosecutor's Office[1] and the City of Atlantic City, was initiated on October 15, 2015 with a 1-year pilot project that began January 1, 2016[1]. The pilot project sought to establish multi-stakeholder buy-in, collect data, and test the predictive validity of RTM in Atlantic City, as well as to optimize the protocols and methods for data management, data access, and information communication within the police department. At the time, ACPD did not have a dedicated crime analyst, and was in the process of upgrading and transitioning to new computer aided dispatch (CAD) and record management (RMS) systems, while also building a new state-of-the-art real-time crime and intelligence command center.

Full implementation of risk-based policing began in 2017. Rollout occurred in two phases. In Phase 1, RCPS worked the most closely with ACPD commanders to run risk terrain models, to communicate analytical results, to facilitate taskforce meetings, and to help develop operational strategies for crime prevention and risk reduction. Phase 1 began January 1, 2017 and continued through May 2017. In Phase 2, ACPD assumed most of the responsibility for disseminating analytical results and developing risk reduction strategies. Phase 2 began in June and continued through December 2017.

Crime Types

The focus was on violent and property crimes -- specifically, shootings, aggravated assaults, robberies, and burglaries (residential and commercial). Risk terrain models were produced for these crime categories using ACPD crime records obtained from the CAD and RMS, city administrative data, and InfoGroup[2] business address data. Risk terrain models were updated monthly. The RTMDx software, developed by RCPS[3], was used for this task.



[1] For pilot project details, see http://www.rutgerscps.org/uploads/2/7/3/7/27370595/acpd_rbppilot_2016reportbrief.pdf

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Analytical and Operational Processes

RTM was used to forecast risky places for crime every month. Risk terrain maps visually communicated spatial vulnerabilities to crime. Highest risk places became the target areas for police patrols. Police officers received maps showing the priority patrol areas specific to their district. They also received instructions on what risky features to focus on, and what risk reduction actions to take at high-risk places. These decisions were made by ACPD commanders and may have changed monthly based on the most current risk terrain models and other intel.





Police patrolled all parts of Atlantic City, investigated crimes and cleared cases. They gave extra priority attention to the risky places. Priority areas were selected among the highest risk places for all crimes types (by their overlap). These priority areas were approximately 1% or less of the city's land area, making resource allocations manageable and efficient.

ACTION Meetings and Community Engagement

ACTION Meetings were scheduled regularly throughout 2017 to focus on Assessments, Connections, Tasks, Interventions, Outcomes and Notifications related to a variety of existing and emerging crime problems and threats in Atlantic City, and to discuss the risk-based policing initiative and related risk terrain models. Two types of ACTION Meetings occurred: 1) Police ACTION Meetings, and 2) Community ACTION Meetings.

Police ACTION Meetings were comprised of ACPD officers and other policing partners who could be privy to sensitive intelligence for law-enforcement eyes only. This "police taskforce" met monthly to assess the risk terrain model's forecasts to-date and to propose ways to manage crime risks from law enforcement and policing perspectives.

Community ACTION Meetings were multi-stakeholder events, and comprised members of the police taskforce as well as city officials and other community leaders. Community ACTION Meetings were not open town hall style meetings where grievances are aired. They were invitation-only working meetings where risk assessments were shared and groundtruthed, data were managed, and initiatives to reduce risks were proposed and committed to by multiple community stakeholders.

Five police-only ACTION meetings and 1 community ACTION meeting occurred during Phase 1. Three police-only taskforce/ACTION meetings and 2 community ACTION meetings occurred during

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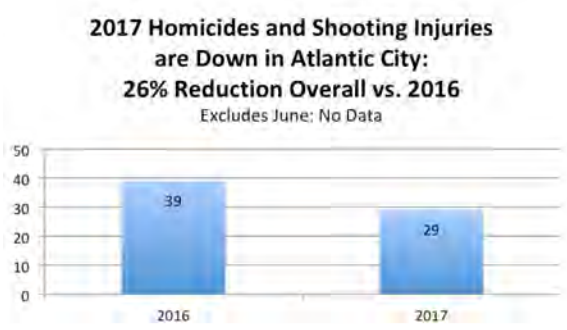
Phase 2. Twelve monthly risk terrain models and 'spatial intel' reports were produced for ACPD and delivered to commanders for review and operational decision-making during 2017.

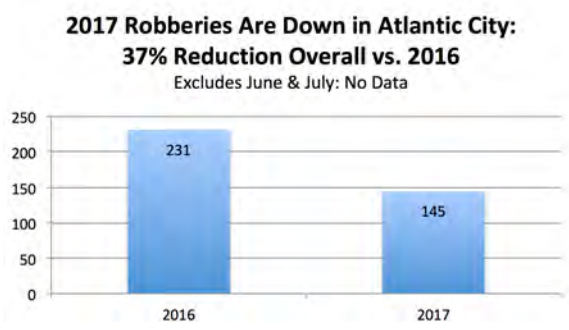
Results

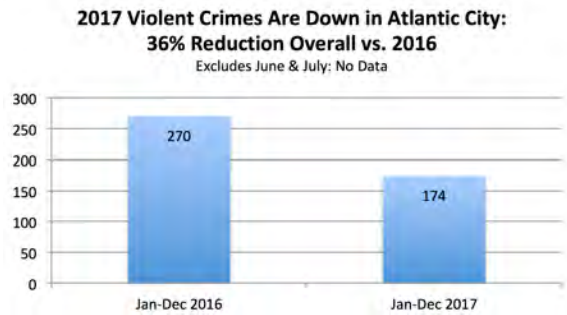
The predictive accuracy of RTM exceeded expectations (based on empirical testing using the Predictive Accuracy Index, or PAI, methodology). When crimes displaced, they emerged at high-risk places, as expected, even if crimes had never historically occurred there before.

Police patrols of priority areas occurred regularly, and over 1,000 business checks were made by ACPD at high-risk places. In addition to the ACPD, the City Planning Department, the Housing Authority, the Mayor's Office, Neighborhood Associations, Mercantile Associations, and utility authorities engaged in risk reduction efforts. Security improvements were made to risky facilities, dimmer halogen streetlights were replaced with LEDs, and at least 17 abandoned properties located in high-risk areas were demolished or mitigated.

Case clearance rates for 2017 improved by 10%, compared to 2016. The risk-based policing strategy focused primarily on places, not people, so arrests did not increase. Violent crimes and burglaries decreased in 2017 compared to 2016. In the first 5 months of 2017, during Phase 1, violent crimes went down over 20% compared to the same time period in 2016. By year's end, violent crimes reduced 36%. This represents a potential cost savings[4] to the local criminal justice system of over $1.6 million.







Conclusion

Risk-based policing with RTM and ACTION proved to be a transparent and effective form of policing that helped police reduced crime. Protocols and resources are now in place to sustain risk-based policing in Atlantic City.

Endnotes

[1] The original press release can be viewed at www.rutgerscps.org/uploads/2/7/3/7/27370595/news_release_acpd__rtm_action_implementation.pdf
[2] InfoGroup is a data and marketing services company that provides information about public entities, such as businesses/retail stores.
[3] www.rutgerscps.org/software.html
[4] see https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2835847

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Public Safety, Courts and Civil Service Policy Committee

March 12, 2026

Members Present	Robert Andrews, Chair Stephanie Hancock, Vice-Chair Ruben Medina, Member
Others Present	A. Heider, M. Platt, M. Chapman, J. Heckman, A. Garcia, M. Crawford, H. Hackbarth, E. Cadiz, A. Robnett, M. Wells-Longshore, D. Carrel, J. Rubino, J. Schneebeck, S. Griffin, C. Atkinson, K. Stafford, J. Batchelor, N. Huber, A. Morris, M. Hildebrand, D. Perry, R. Cruz, E. Manzo, P. Schulte, A. Jackson, J. Bajorek, H. Hernandez Perez, P. Guidry, S. Day, K. Koca, T. Chamberlain, J. Rubino, T. Vaughn, M. Coffman, R. Luby, I. Bounouar

1. Call to Order

The meeting was called to order.

2. Approval of Minutes

The February 12, 2026, minutes were approved.

3. Consent Items

3.a APD and RAVEN MOU 10

Chief Chamberlain presented a Memorandum of Understanding for the RAVEN Task Force. The RAVEN Task Force is a combination of ATF, HSI and Denver metropolitan area police departments. It is a collaborative that focuses specifically on anti-violence enforcement. The MOU brings all the parties together. They have multiple jurisdictions from other cities, including Denver, the smaller jurisdictions and the two federal partners. They focus strictly on violent crime, guns, and the reduction of those activities.

Mayor Coffman asked how many personnel are dedicated to the RAVEN Task Force. Lieutenant Huber responded they have seven detectives, two sergeants and himself, and with the 14 different agencies, there are about 52 individuals when fully staffed.

Mayor Coffman asked if they cross much, or it is just specifically them. Chief Chamberlain responded that it goes into Denver and the smaller jurisdictions because it is a collaborative. They find that the majority of the events that occur, there is always some connection back to Aurora and that is the benefit of what the group does. Suspects do not know the city boundaries of Aurora or other cities, and that gives them the opportunity to focus on gangs and have an impact on people that are victimized in large geographical

areas outside of just Aurora but definitely have an influence and impact on the crime in Aurora. Participant clarified that if something happens here in Aurora and it crosses over into Denver, for example, we can pursue and vice versa.

Motion made to move this matter on to study session. Passed by unanimous consent.

4. General Business

4.a Socioeconomic Sales and Services Impact Permit (Ordinance)

Trevor Vaughn, Manager of Licensing, stated this is a proposal that council and the committee last saw in September. They last talked about it at a study session in October and then held off after the election to let the new council members get prepared for it.

T. Vaughn gave a presentation and refresher of the proposal. This is a proposed permit. There was some confusion between this and the tobacco retailer license ordinance because they both have spacing requirements and deal with some of the same businesses.

The proposal addresses what they call high-risk businesses, also referred to as poverty industry. They cluster in areas of challenged economics, and there are recommendations from the American Planning Association in addressing where those things are able and allowed to cluster and have impacts in those communities. When some of these industries are clustered together it can create competitive pressure to sell products that are more harmful. A slide was included listing the businesses they looked at that have negative health or financial impacts.

The regulatory approach is to attach it to the general business license and make it streamlined, and it gets renewed with the general business license to keep it administratively simple, and not addressing this through zoning as conditional uses.

Some of the highlights of the permit requirements were reviewed. Convenience stores are included only if they sell alcohol or tobacco, and large format grocery and small healthy grocery stores are excluded. Vape shops will be included as a category, and there is an adjustment for specialty secondhand dealers. Major transit intersections are included as a reference point for distance from those junctions so that these type of businesses do not cluster around those transit junctions.

Place-based multi-discipline crime strategies were reviewed and explained, including Crime Prevention Through Environmental Design (CPTED), Risk Terrain Modeling (RTM) and Place Network Investigations (PNI). Examples of where CPTED is being used in the city were reviewed. RTM is a spatial diagnosis technique to map environmental factors to risky locations and address environmental factors that lead to crime.

The proposal in the permit is 300 feet of spacing between SEI operations, 1,000 feet from any extended occupancy motel, 2,000 feet between the same type of SEI, 500 feet from a

major transit station, except high risk after midnight uses are to be looked at a little differently, and not permitted in retail centers that are vacant or looking rough or with 50% or more vacancy.

Areas of elevated risk are determined by RTM. High risk after midnight uses are automatically considered SEI permit. Make sure that before SEIs open that they are considering CPTED factors. CPTED would be a mitigating or aggravating factor if they are having nuisance activities. Permits could be revoked if there is a pattern of neglect or code violations, public nuisance, having them follow an operational plan if they are in an area of elevated risk or discontinue operations if more than six months.

Permits are automatically issued to existing businesses. The proposed fee is approximately $138 biennial and goes to fund the RTM software.

Outreach will be done at the request of CM Coombs and potentially with the BAB if they agree to host an outreach meeting.

CM Hancock asked regarding Colfax and the new development area, if he foresees attrition or moving some of those businesses may mitigate that concentration of those predatory businesses down in that area. T. Vaughn replied that that is an area where they have seen a ton of this concentration and these businesses have been there a long time. The additional ones may be stopped from moving into the area when space opens up and encourage a different retail environment. As long as they continue operations, they are grandfathered in, even if they sell.

Motion made to move this matter on to study session. Passed by unanimous consent.

5. Miscellaneous Matters for Consideration

Chief Chamberlain gave a presentation on the purpose of the Chief's Community Response Team (CCRT). Chief Chamberlain referred to an incident last year that was referred to as others, specifically referring to a livestream, as a lynching in Del Mar Park, which was false information. It was determined that the incident was a suicide. The Chief stated when he goes to community groups and speaks and he brings that incident up, that is all that it is known for, that there are lynchings in Aurora of black members of the community and that is the narrative. Chief Chamberlain wants to make sure that individuals of color do not feel that that is the reality of the city. Other examples of misinformation were discussed. The Chief wants to bring clarity and bring fact to situations that occur in the city and situations that impact the population of the city. This program is to ensure that all individuals within the community are recognized and have a voice and have a government channel to understand exactly what is going on.

CCRT is needed for multiple reasons. Public safety events move faster than traditional communication channels. Social media allows for fragmented, non-validated,

nonverified information. Community leaders already act as interpreters of police activity within their networks. The operational concept is that this is not a policy body. This is not related to the Community Advisory Council. It is not related or connected to the Monitor. There is no participation in the disciplinary process or decisions or investigations. The role of the members is to serve as conduits to the community. They are selected based on demonstrated credibility and trust within their communities. The participation reflects existing leadership and engagement roles in the city, and they carry factual information rather than advocate departmental positions. How members are selected and what information they receive was reviewed.

They hope to gain transparency and public trust, improve public understanding of how and why policing decisions are made, provide factual context before misinformation spreads, encourage informed dialogue, and strengthen transparency and community trust. Meetings occur every-other month or as-needed during significant events. Information is shared on a legal basis, and some information cannot be given out. This is a pilot program, and it is a living document. Chief Chamberlain would like to see the entire community of Aurora be represented. He thinks there are some very boisterous people that do not allow factual, real-time information to be disseminated and that there is an undermining of what occurs and how it occurs and when it occurs.

CM Hancock stated that there has been some conversation that Chief Chamberlain cherry picked people on this board and asked him to address that. Chief Chamberlain stated that they were not cherry picked, and that it was done with members of the community outreach team that knew these people and knew they had credibility within the community. The members are from all the wards.

Chief Chamberlain stated the AKCRT was created in 1992 following the LA Riots, and he thinks that the failure of that organization was a lack of structure. The concept was the same, but people were never identified, and it never became a legitimate tool to disseminate information.

6. Confirm Next Meeting

The next meeting is scheduled for April 9, 2026.

7. Adjournment

APPROVED: _____

Robert Andrews, Chair

Socioeconomic Impact Permit Proposed Ordinance



Trevor Vaughn, Manager of Licensing

Socioeconomic Impact (SEI) Permit Objectives

- Prevent new clustering of high-risk businesses and support a healthy community
- Businesses associated with negative health or financial impacts
  - Liquor stores, pay day loans, vape stores, marijuana, rent to own, bail bonds, pawnshops, motels
  - Late-night bars in areas of elevated risk

Socioeconomic Impact (SEI) Permit Objectives

- Impacts of SEI Sales and Services:

  When Concentrated:

  - Promote unhealthy products and predatory services
  - Drive crime and worsen community health
  - Fuel cycles of blight and hinder reinvestment
  - Create perceptions of disorder and decline

Socioeconomic Impact (SEI) Permit Objectives

- Reduce competitive pressures "race to the bottom"
- Incorporate place-based crime prevention
- Encourage commercial reinvestment and create welcoming and healthy retail environments

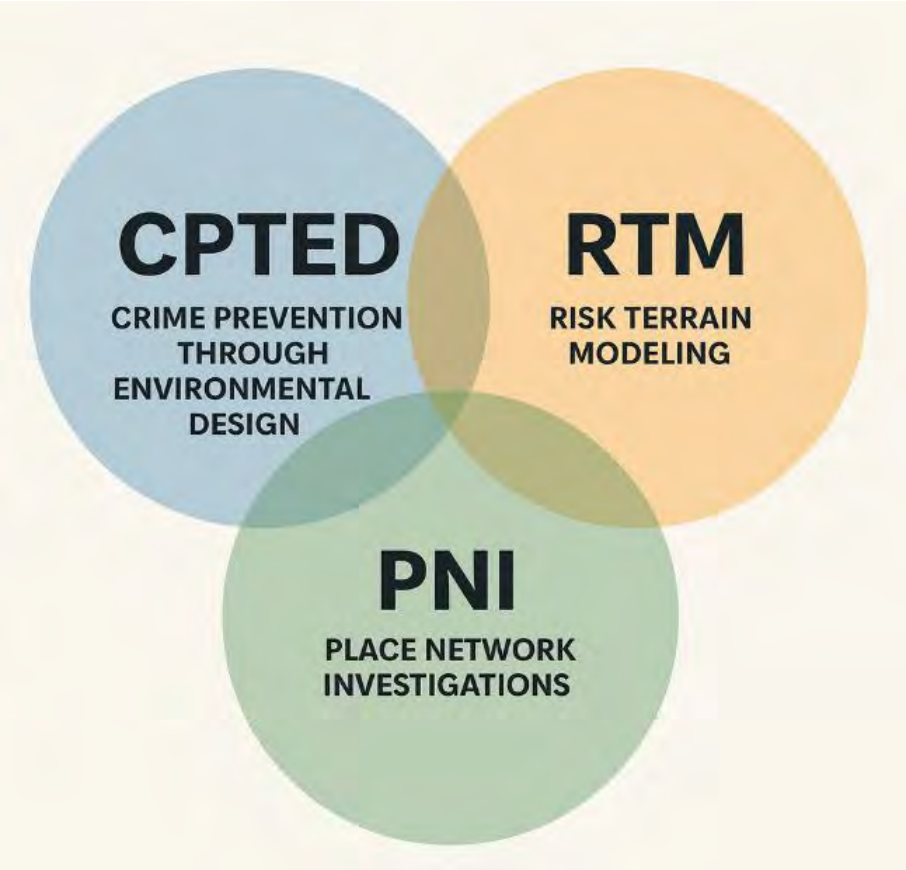
- Regulatory Approach
  - Attached to general business license; primarily distance restrictions, additional rules in areas of elevated risk

Highlights about permit requirements

- Convenience stores only if they sell alcohol / tobacco
  - Large format grocery excluded > 10,000 sq/ft
  - Small Healthy Grocery Stores also excluded
- Vape shop > 15% floor space or >50% sales
- Specialty secondhand shops excluded (comics)
- Transit is for reference only, not included as an SEI
- High Risk After Midnight - considered SEIs in elevated risk areas – Bars, Hookah, Event Centers

Place Based Multi-Discipline Crime Strategies

- Crime Prevention Through Environmental Design (CPTED)
- Risk Terrain Modeling (RTM)
- Place Network Investigations (PNI)



WHAT IS CPTED?

Crime Prevention Through Environmental Design

The proper design and effective use of the built environment can lead to a reduction in the incidence and fear of crime and to an improvement in the quality of life.

WHAT IS NOT CPTED?

- Not target hardening
- Not aggressive surveillance
- Not adding cameras to solve design problems
- Not a policing strategy
- Not a one-size-fits all
- Not hostile architecture
- Not about controlling people

Natural Surveillance

- Where people and their activities are readily observed



Natural Surveillance

- Landscaping 2/6 rule
- Mechanical surveillance (cameras) to supplement



Natural Access Control

- Sidewalks, paving materials, lighting, landscaping, fencing, public art, and colorful design element to guide or allow access to a site.





Territorial Reinforcement

- Use of pavement treatments, landscaping, art, signage, screening and fences to define and outline ownership



Activity Support

- Strategic placement of activities and amenities within a space to encourage positive use and discourage criminal behavior



Maintenance and Management







Public Art





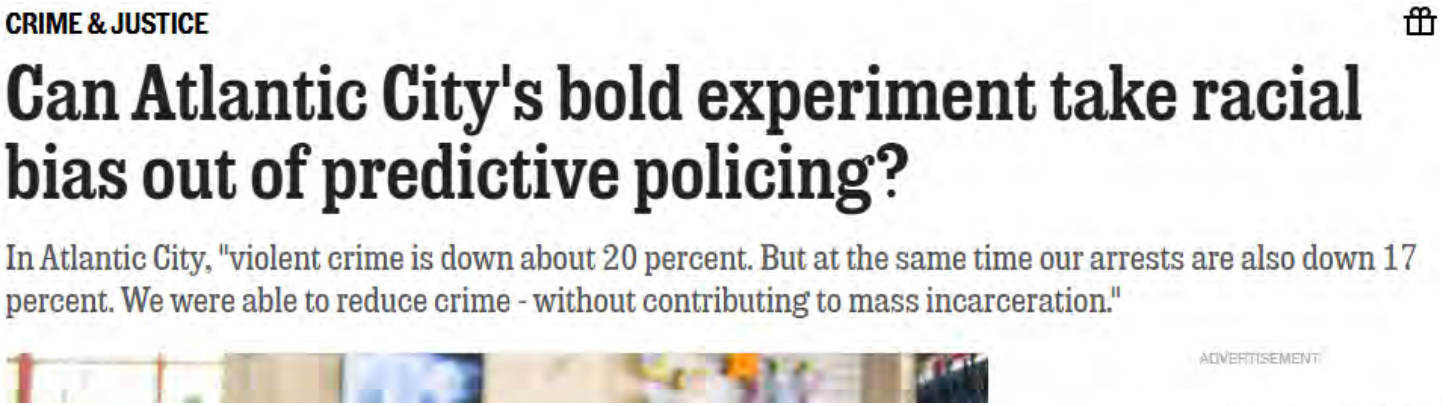


Colfax and Havana - Lighting



Risk Terrain Modeling

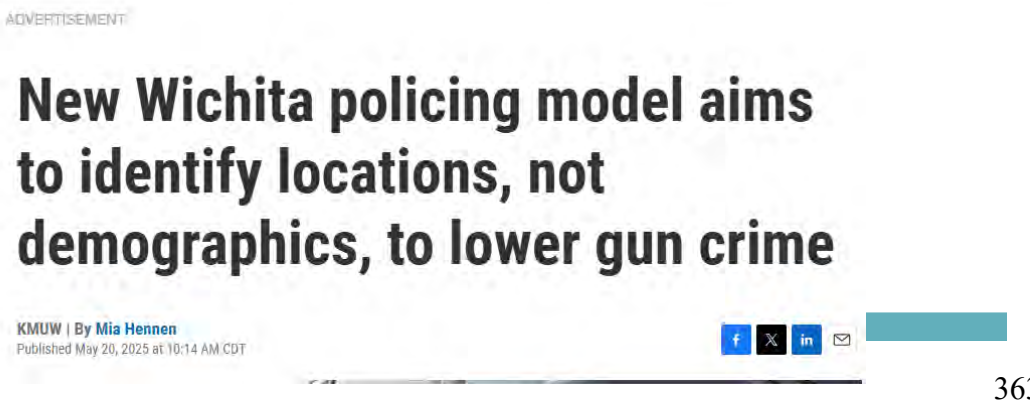
CPTED without RTM is like playing darts blind”
– Joel Caplan



CRIME & JUSTICE

Can Atlantic City's bold experiment take racial bias out of predictive policing?

In Atlantic City, "violent crime is down about 20 percent. But at the same time our arrests are also down 17 percent. We were able to reduce crime - without contributing to mass incarceration."



ADVERTISEMENT

New Wichita policing model aims to identify locations, not demographics, to lower gun crime

KMUW | By Mia Hennen
Published May 20, 2025 at 10:14 AM CDT

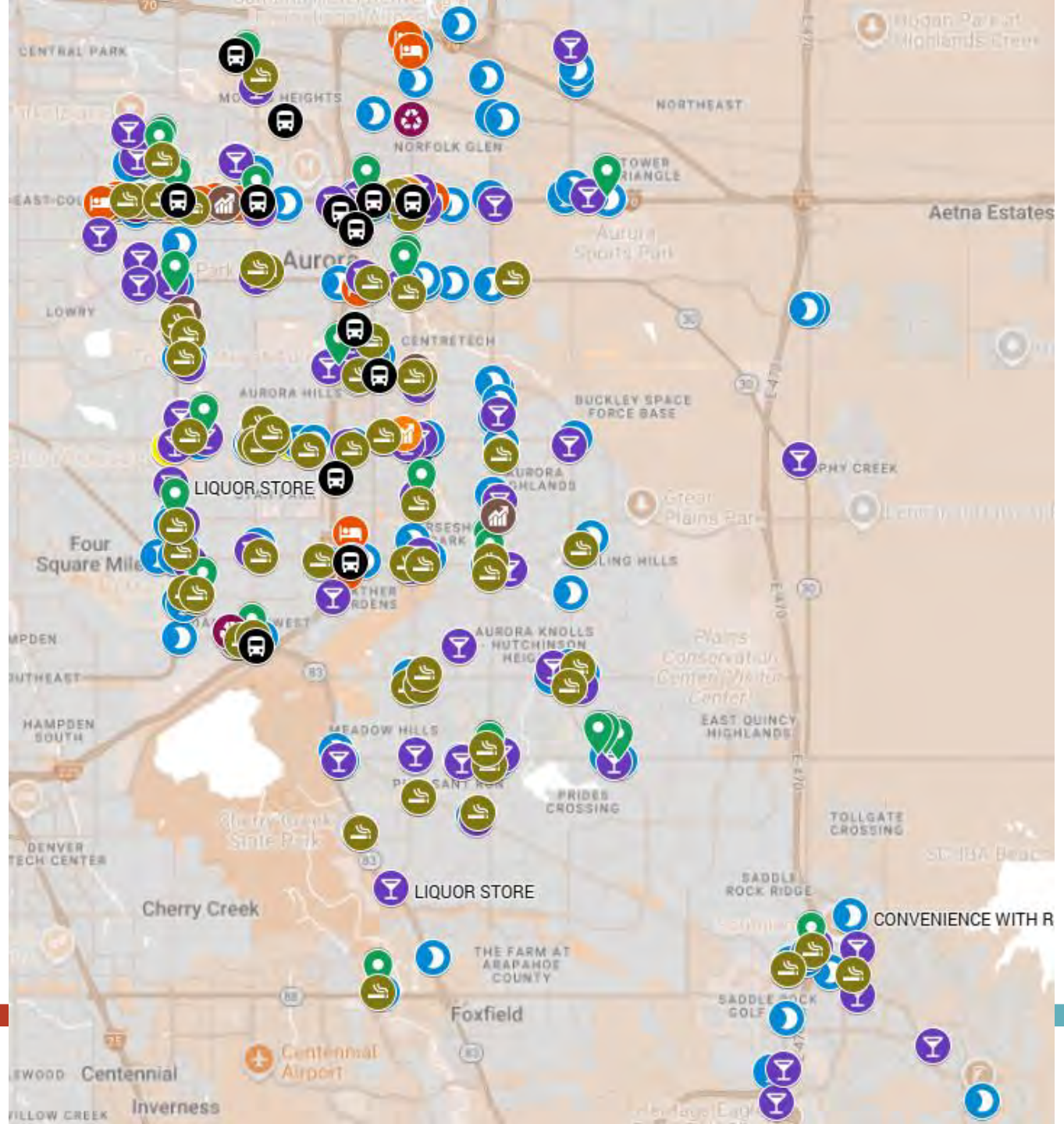
Risk Terrain Modeling (RTM)

- Spatial diagnosis technique to map environmental factors to risky locations
- Proven track record
- Address environmental factors that lead to crime
- Focus on places



LOCATIONS

	CONVENIENCE STORE WITH ALCOHOL/TOBACCO (131)
	LIQUOR STORE (85)
	VAPE / SMOKE (59)
	MARIJUANA (24)
	EXTENDED OCCUPANCY (15)
	PAWNBROKER (14)
	MAJOR TRANSIT STOP (13)
	CHECK CASHING (10)
	RENT TO OWN (4)
	SECONDHAND BUYER (3)
	BAIL BONDS (1)
	HEAD SHOP (1)



Spacing – new businesses only

- 300’ spacing between SEI operations*
- 1000’ any SEI from Extended Occupancy Motel*
- 2000’ between the same type of SEI*
- 500’ from major transit station*

*Except High Risk After Midnight Uses

- Not permitted in retail center exhibiting blight, or with 50% or more vacancy.

Areas of Elevated Risk

- Determined by Risk Terrain Modeling (RTM)
- High Risk After Midnight will automatically be considered SEI in these zones
- New SEIs will need to demonstrate use of CPTED and nature of operations to not increase risk
- Applies CPTED as mitigating or aggravating factor for license penalties for code violations

Permit Requirements / Revocation

- Pattern of neglect / code violations
- Public nuisance violations
- Follow operational plan if in area of elevated risk
- Discontinue operations > 6 months

Implementation

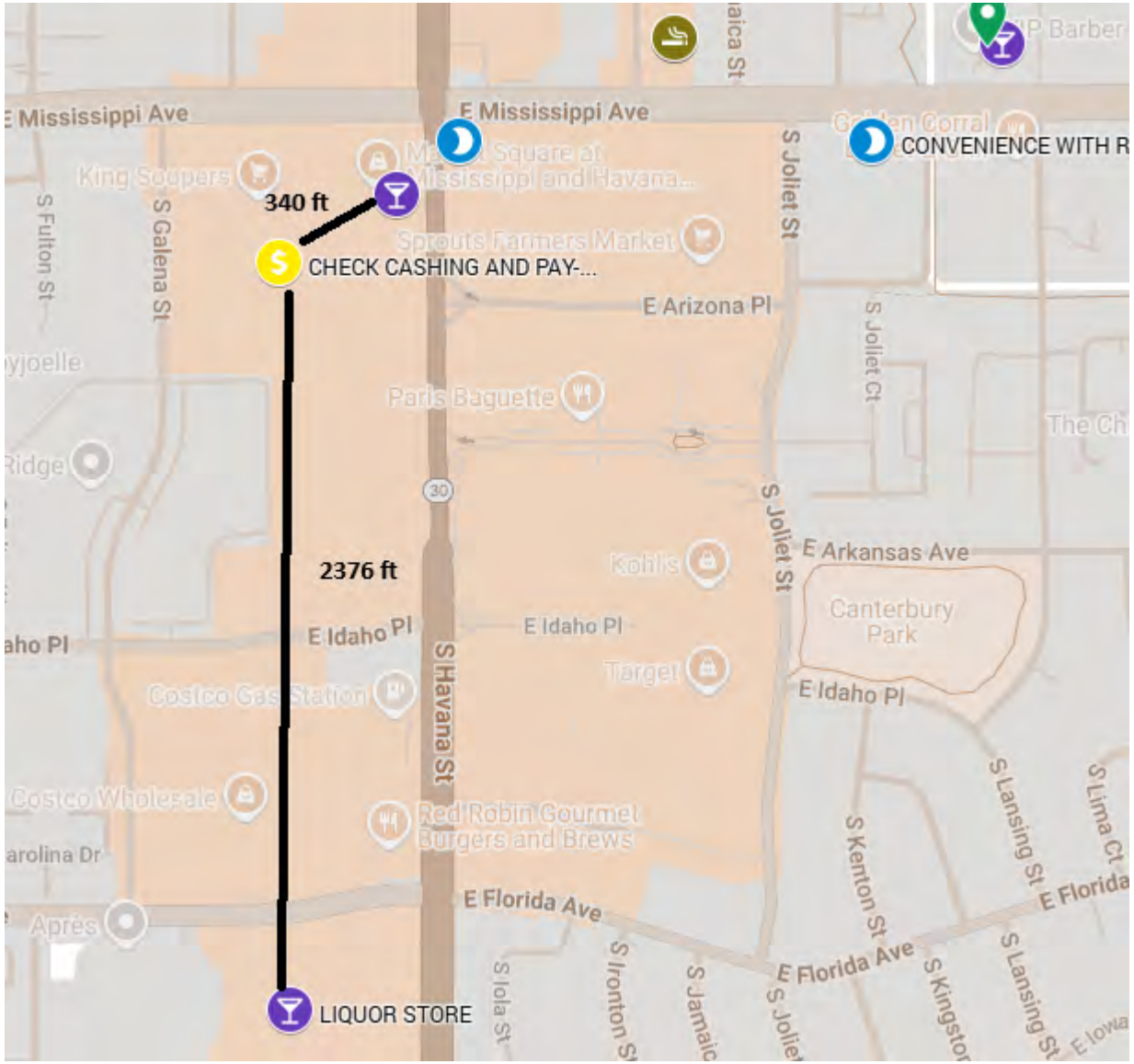
- Permit issued automatically to existing businesses
- Aligns to general business license for application and renewal (biennial)
- Proposed fee of approx. $138 on biennial general business license renewal and new licenses to fund Risk Terrain Modeling

Colfax Corridor

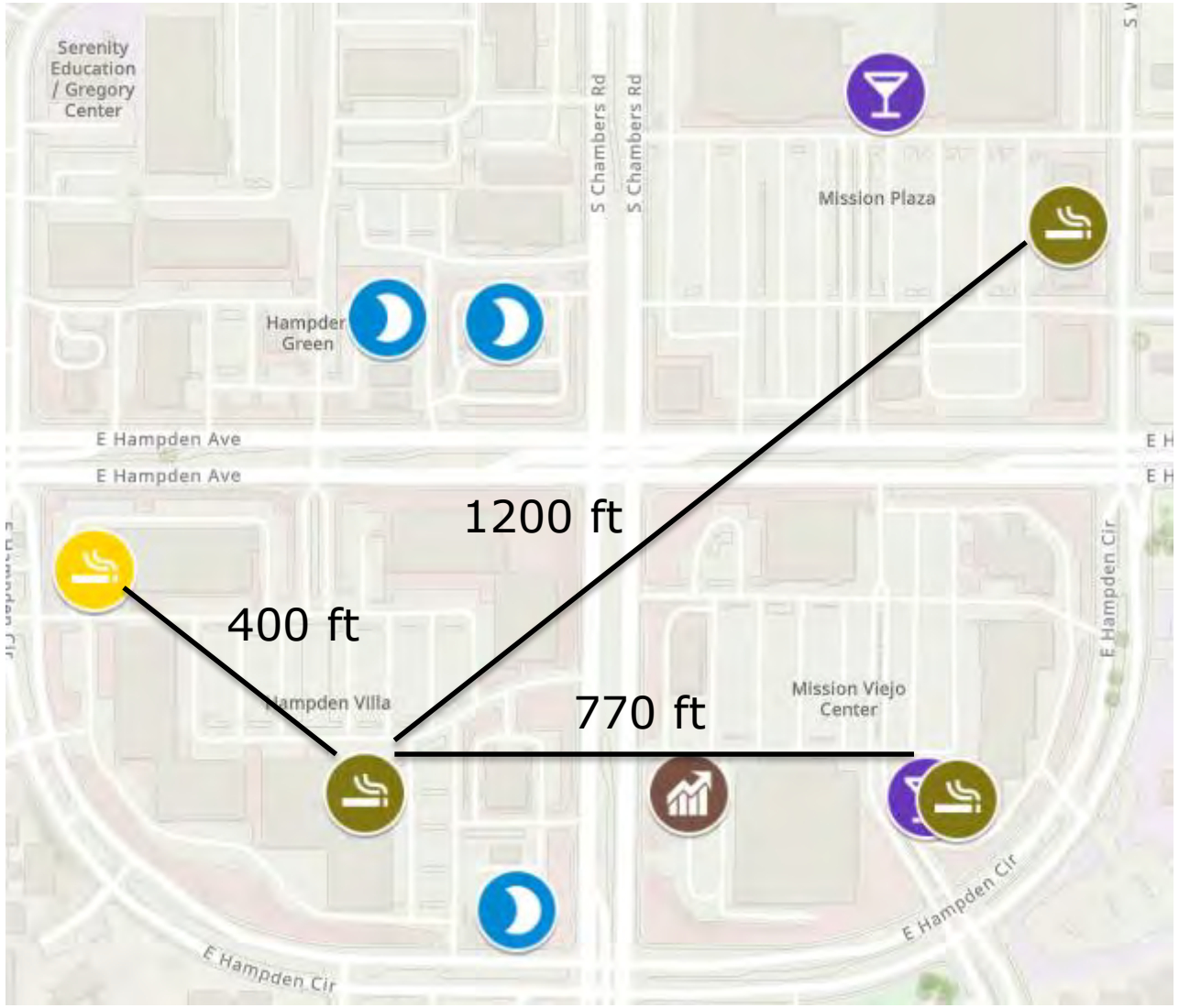


1.12 mi – 5,913 ft

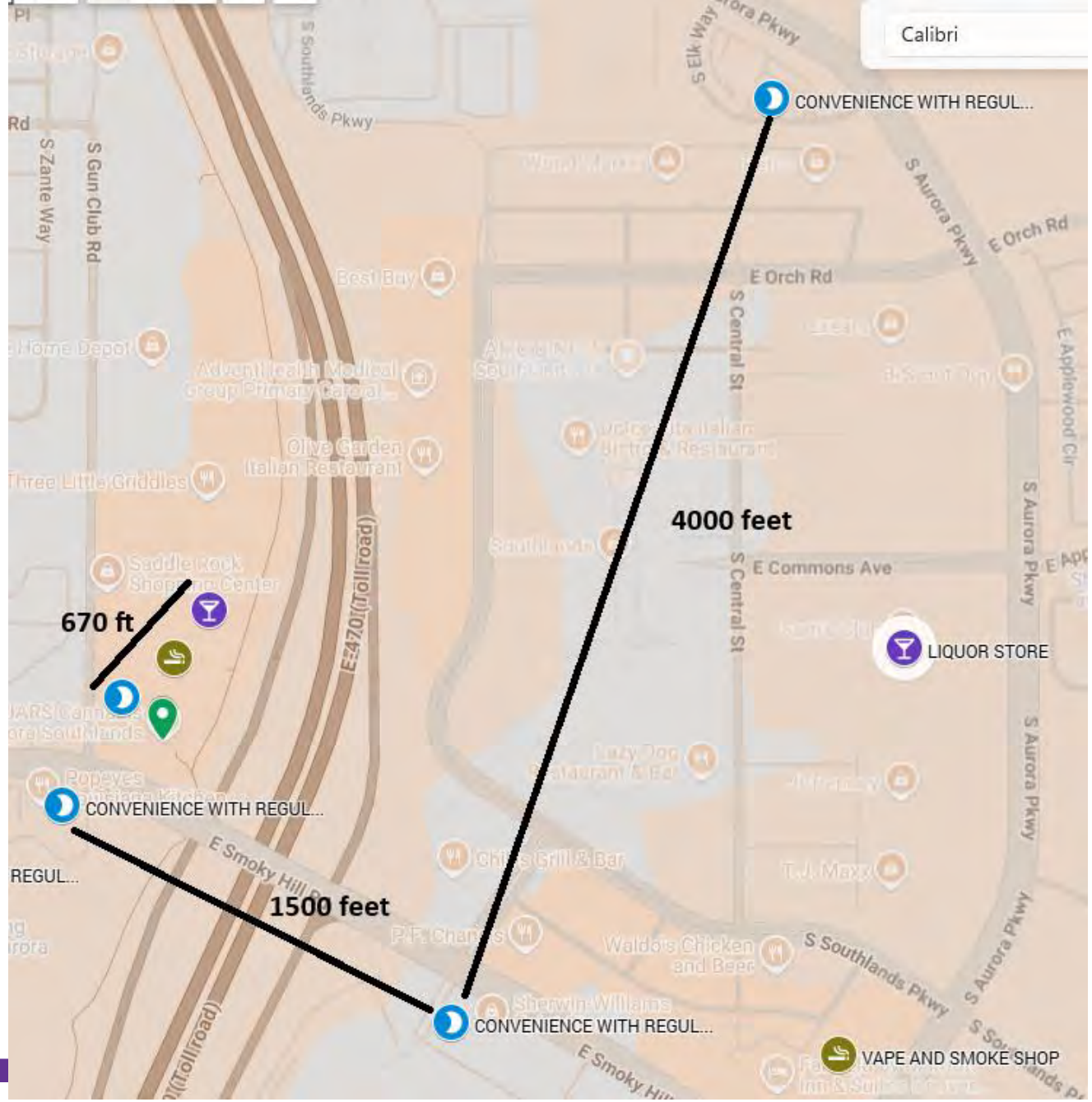
Havana Gardens



Hampden and Chambers.



Southlands


Calibri
CONVENIENCE WITH REGUL...
4000 feet
LIQUOR STORE
670 ft
CONVENIENCE WITH REGUL...
1500 feet
CONVENIENCE WITH REGUL...
VAPE AND SMOKE SHOP
S Southlands Pkwy
E Orch Rd
S Central St
E Commons Ave
S Aurora Pkwy
E Smoky Hill Rd
S Gun Club Rd
S Zante Way
E-470 (Tollroad)

- Is council in support of moving this forward for formal consideration?